CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, JANUARY 10, 2024 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	**Arlene Salazar**
Fire Chief	**Fernando Pelaez**
Police Chief	**Paul Espinosa**
Director of Finance	**Michael Solorza**
Director of Planning/Community Development	**Joseph Palombi**
Acting Director of Public Works	**Rita Montalvo**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**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

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CITIZEN OF THE MONTH - ALBERT RUBACOBA**
3. **HUMAN TRAFFICKING AWARENESS MONTH**
4. **RECOGNITION OF RETIRING K-9**
5. **RECOGNITION OF LOS ANGELES MUAY THAI ATHLETES**
6. **TREEPEOPLE PRESENTATION**

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

REGULAR BUSINESS

7. REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and designate a member of the City Council as the alternate; and
4. Take such additional, related, action that may be desirable.

8. ADOPTION OF URGENCY ORDINANCE NO. 2472 AND INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2473 AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2472 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
2. Introduce and conduct a first reading, with waiver of a full reading, of Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
3. Provide direction to bring the ordinance back for a second reading and adoption at the next regular City Council meeting; and
4. Take such additional, related, action that may be desirable.

9. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a 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. WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2470 ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO AND

CITY SEAL ADOPTED AND ADDED" (PREVIOUSLY LISTED AS ORDINANCE NO. 2467)

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2470 (Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010 (previously listed as Ordinance No. 2467); and
2. Take such additional, related action that may be desirable.

11. APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4170 with Gallatin Investigations, LLC (Gallatin) in an amount that shall not exceed $150,000; and
2. Approve Agreement No. 4168 with Travis Investigations (Travis) in an amount that shall not exceed $225,000; and
3. Approve Agreement No. 4169 with TruView BSI, LLC (TruView) in an amount that shall not exceed $225,000; and
4. Take such additional, related action that may be desirable.

12. REQUEST TO INCREASE ANNUAL BLANKET PURCHASE ORDER AMOUNT WITH CDW-G FOR FISCAL YEAR 2023-24 FOR PURCHASE OF CRITICAL PUBLIC SAFETY HARDWARE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the annual blanket purchase order amount with CDW-G from $50,000 to $175,000 during Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

13. RECEIVE AND FILE MONTEBELLO BUS LINES INTENT TO TRANSFER FISCAL YEAR 2017-18 LOW CARBON OPERATION PROGRAM (LCTOP) FUNDS TO THE CITY OF PASADENA AND AUTHORIZE STAFF TO CLOSE OUT THE GRANT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File Montebello Bus Lines (MBL) intent to transfer Fiscal Year 2017-18 Low Carbon Operation Program (LCTOP) funds, for the amount of Four Thousand, Three Hundred and Ninety Dollars ($4,390) to the City of Pasadena and authorize staff to close out the grant; and
2. Take such additional, related action that may be desirable.

14. AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION FOR HYDROGEN FUEL CELL ELECTRIC BATTERY BUSES AND TRANSIT FACILITY HVAC UPGRADE PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of Nine Million Nine Hundred and Eleven Thousand Four Hundred and Fifty-Three Dollars ($9,911,453) in Federal grant funds awarded by the Federal Transit Administration (FTA) for Hydrogen Fuel Cell Electric Buses (FCEBs) and Transit Facility Heating, Ventilation, and Air Conditioning (HVAC) upgrade projects; and
2. Amend the Fiscal Year 2023-24 budget to appropriate Three Million Five Hundred Ninety-Seven Thousand, Three Hundred and Seventy-Five Dollars ($3,597,375) in Account No. 270-9065-2023-202-6082 for three FCEB purchases and Six Million Three Hundred Fourteen Thousand and Seventy-Eight Dollars ($6,314,078) in Account No. 270-9065-2023-202-7115 for facility renovation projects; and
3. Take such additional, related action that may be desirable.

15. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3698 WITH PCAM, LLC DBA "PARKING COMPANY OF AMERICA" TO EXTEND PROFESSIONAL SERVICES NECESSARY FOR THE 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), to extend professional services necessary for the Metrolink Rail Feeder Shuttle Services for year two of the three (3) additional one-year (1) terms authorized under the original agreement with compensation of an amount not-to-exceed Five Hundred Twenty Thousand, Five Hundred and Six Dollars ($520,506); and
2. Take such additional, related action that may be desirable.

16. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3326 WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3326 with Redflex Traffic Systems, Inc. DBA "Verra Mobility Systems" for Red Light Photo Enforcement Program; and
2. Authorize the City Manager to execute the Amendment to the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

17. AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS FOR ALL PROGRAMS FOR WHICH THE CITY OF MONTEBELLO IS ELIGIBLE AND APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2202 WITH MCA CONSULTANTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-03 (Attachment A) Authorizing Submittal of Individual Grant Applications for All Programs for which the City of Montebello is Eligible; and
2. Approve Amendment No. 2 (Attachment B) to Agreement No. 2202 with MCA Consultants for the implementation and monitoring of the SB 1383 Grant Program; and
3. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $90,000 in (Expenditure) Account No. 265-3020-6040.10 (Grants, SB 1383, Contract Services Outside Contracts) and $90,000 in (Revenue) Account No. 265-99-498.87 (Grants, SB 1383 Org Waste); and,
5. Authorize to increase Solid Waste Program Management Services with MCA Consultants in the amount not-to-exceed $195,000; and
6. Take such additional, related, action that may be desirable.

18. AUTHORIZE ISSUING A REQUEST FOR PROPOSAL (RFP) NO. 24 – 9 FOR THE SERVICE, REPAIR, AND MAINTENANCE OF EMERGENCY GENERATORS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposal (RFP) No. 24 – 9 for the service, repair, and maintenance of ten (10) Emergency Generators; and
2. Take such additional, related action that may be desirable.

19. APPROVAL OF MINUTES: OCTOBER 17, 2023, SPECIAL CITY COUNCIL MEETING; OCTOBER 25, 2023, CITY COUNCIL MEETING; OCTOBER 26, 2023, SPECIAL CITY COUNCIL MEETING; NOVEMBER 8, 2023, CITY COUNCIL MEETING; NOVEMBER 13, 2023, JOINT SPECIAL CITY COUNCIL AND PLANNING COMMISSION MEETING; NOVEMBER 22, 2023, CITY COUNCIL MEETING; DECEMBER 13, 2023, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 10, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-02 approving the Warrant Register dated January 10, 2024.

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.

- **Salvador Melendez, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

  1. **Request for council consensus to allocate funds for the purchase and installation of drug disposal bins at the Police and Fire Department.**
  2. **Request for council consensus directing staff to create an ordinance establishing a registry of vacant commercial spaces, and mechanisms to promote their maintenance.**
  3. **Request for council consensus directing staff to create an ordinance to regulate the parking of oversized and commercial vehicles, and unattached trailers.**
  4. **Request for council consensus directing staff to draft a resolution calling for a ceasefire in the Gaza-Israel conflict.**

- **Scarlet Peralta, Mayor**

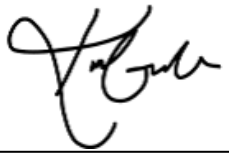
  1. **Initiating the commencement of the 2024 Community Budgeting Process: requesting an online budget survey and conducting in-person community input meetings.**
  2. **Seeking council consensus to implement a mid-year budget amendment, aiming to increase funding for the expansion of our urban forestry initiatives.**
  3. **Requesting council consensus for the city to act as a contributing sponsor for the Montebello PAAL program.**
  4. **Mayor Peralta's Welcome Baby Resource Event and Community Giveaway**
     Saturday, January 27th, 2024
     9:30 am -12:30 pm
     More info: scarletmtb.com/baby2024

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on January 24, 2024, 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, January 7, 2024, 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 # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: **REVIEW OF CURRENT COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and designate a member of the City Council as the alternate; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with these assignments.

BACKGROUND/DISCUSSION:

Annually, following the City Council reorganization meeting, the City Council reviews assigning Councilmembers to represent the City on various Boards, Agencies, Ad Hoc, and Task Force Committees. The City Council will review the current assignments, attached herein as Attachments A and B, to either confirm or make any recommendations as desired. The City Council may recommend dissolving an Ad Hoc once the committee has fulfilled its intended purpose.

At the December 13, 2023, City Council meeting in accordance with Montebello Municipal Code Section 2.08.010 (Council Reorganization) the City Council reorganized by selecting one of its members as Mayor and Mayor Pro Tempore.

As a result of the selection of a new Mayor and Mayor Pro Tempore, the City must also designate representatives to the Los Angeles County-City Selection Committee (City Selection Committee) and the Los Angeles County Sanitation District No's. 2 and 15 (Sanitation District). Those agencies require that the Mayor be designated the representative; the Mayor Pro Tempore must be the alternate representative for the City Selection Committee and any Councilmember may be designated the representative for the Sanitation District.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council review the list of assignments to the various Boards, Agencies, Ad Hoc, and Task Force Committees and either confirm or make any recommendations as desired. The attached lists show the current City Council appointments and are presented for the Council's review.

ATTACHMENT(S)

1. Attachment A - City Council Assignments to Regional Boards - 2023
2. Attachment B - City Ad Hoc and Task Force Assignments - 2023

NEXT STEPS:

N/A

2023

City Council Regional Board Assignments

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	**Peralta***	**Jimenez**	$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; **Delegate must be Mayor; anyone can be alternate.**	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Christensen	562-908-4288 ext. 1101; kchristensen@lacsd.org
Los Angeles County City Selection Committee	**Peralta***	**Melendez***	$0	Meets 2-4 times a year as needed; **Delegate must be Mayor, and Alternate must be MPT.**	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	**Melendez**	**Vacant**	$75.00	Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings	**Upper San Gabriel Valley Municipal Water District** **1333 S. Mayflower Ave., Ste. 360 Monrovia, CA 91016 (in person)**	Katie Ward / Stefanie Hernandez	kward@sgvcog.org ; shernandez@sgvcog.org; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	**Jimenez**	**Torres**	$0	Meets every 4th Monday 12:00 p.m.	West Covina City Hall 1444 W. Garvey Avenue West Covina, CA	Charlotte Stadelmann/ Eric Shen	cstadelmann@sgvcog.org; (626) 962-9292; eshen@sgvcog.org
Gateway Cities Council of Governments	**Jimenez**	**Tamayo**	$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	**Melendez**	**Jimenez**	$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	**Tamayo**	**Peralta**	$0	**4th Wednesday of the month at 8 a.m.**	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640	Adriana Dugan	adriana@montebellochamber.org
League of California Cities	**Jimenez**	**Torres**	$0	Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org; 626-716-0076; jquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	**Avik Cordeiro (Resident Reappointed 11/10/2021-11/2025 for a period of 4 yrs.)**	-	$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@glacvcd.org
Southeast Area Animal Control (SEAACA)	**Peralta**	**Tamayo**	$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	**Melendez**	**Jimenez**	**$0 - unless Regional Councilmember (CM) or Policy CM**	General Assembly Business meeting meets once a year in May (May 4-5 in Palm Desert for 2023)	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov

City Council Action: January 11, 2023

Names in red font have been updated for 2024 per Regional Board Requirements.

2023

Ad Hoc and Task Force Assignments

Name of Committee/Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association	1	Peralta (Delegate)		1/11/2023
Stepanakert Sister City Association	1	Melendez (Delegate)		Established 1/11/23
Innovating Commerce Serving Communities Ad-Hoc"	2	Torres	Peralta	1/11/2022 *(established 1/12/22)*
** Joint School District Ad Hoc*	*2*	*Tamayo*	*Jimenez*	***Pending Approval from MUSD***
Streets Ad Hoc	2	Torres	Peralta	2/22/23 *(established 2/2017)*
Washington Goldline Coalition	2	Melendez (Delegate)		1/11/23 *(established 1/12/22; previously the Transportation Ad Hoc)*
Financial Reporting Ad Hoc	2	Tamayo	Torres	Established 1/11/23

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **ADOPTION OF URGENCY ORDINANCE NO. 2472 AND INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2473 AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Urgency Ordinance No. 2472 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
2. Introduce and conduct a first reading, with waiver of a full reading, of Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members; and
3. Provide direction to bring the ordinance back for a second reading and adoption at the next regular City Council meeting; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello in 2008, amending the Montebello Municipal Code requiring that the City

Council establish various Commissions to help advise the City, including a Traffic and Safety Commission. At its meeting of January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee with changes to the procedures and membership of the Committee (previously Commission). Subsequently, at its first meeting in March of 2023, the City Council adopted an Ordinance to reinstate the Traffic and Safety Commission to its full form as it previously was before the amendment on January 13, 2021. The Ordinance reverted the Traffic Committee back to a Traffic and Safety Commission, as it once was, made up of five (5) members of the public, with each member being appointed by the City Council.

ENVIRONMENTAL:

N/A

ANALYSIS:

The purpose of a traffic and safety commission is to consider matters of traffic safety within the City, evaluate proposals for traffic control devices, evaluate the need for striping, signage or other measures not of a regulatory nature, educate the public on traffic issues and respond to public concerns regarding traffic and pedestrian safety. From 2020 to 2020 in California, traffic fatalities increased by approximately 7.6%, alcohol-impaired driving fatalities increased by 16%, motorcycle fatalities increased by 3%, and pedestrian fatalities increased by 9.4%.

The proposed amendment of Chapter 2.44 of the Montebello Municipal Code will provide the requisite direction, procedure and authority for the Traffic and Safety Commission to make decisions and take actions to improve the traffic conditions within the City. This amendment to the Traffic and Safety Commission provisions will include the following:

- Designating the following City officers and employees of their deputies to participate in meetings: City Manager, Community Development Director, City Engineer, Police Chief, City Attorney;
- Clearly define the powers and duties of commissioners, including but not limited to items relating to traffic control devices, traffic and pedestrian safety zones and signage or striping;
- Standards for exercising the above powers and duties;
- Temporary powers and duties of the Police Chief for emergencies;
- Issuance of work orders for signage, markings, or devices and the procedure for the same; and
- Recommending capital improvement projects relating to traffic to City Council for approval.

A typical Ordinance becomes effective 30 days after the date of its adoption. However, California Government Code sections 36934 and 36937 authorize the City Council to

take action by Urgency Ordinance (Attachment A) to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council. It is customary to recommend the consideration of an identical non-urgency Ordinance by way of the usual two reading procedures concurrently with the adoption of an Urgency Ordinance because, in the event the Urgency Ordinance is successfully challenged, the non-urgency version of the Ordinance (Attachment B) will have already taken effect. Only actions taken during the 30-day gap period of the non-urgency Ordinance are then vulnerable to challenge.

The City Council finds that this Urgency Ordinance is necessary to address traffic safety concerns of the residents in the City of Montebello and to ensure that transportation systems are made safe for all road users, for all modes of transportation, in all communities and for people of all incomes, races and ethnicities, ages and abilities, and thereby preserve the public peace, health, and safety as a result. For these reasons, the establishment of an immediate update and definition of the roles, duties, and responsibilities of the Traffic and Safety Commission is necessary to allow the traffic commission to effectively and expeditiously address potential dangers or necessary modifications relating to traffic within the City.

SUMMARY:

It is recommended that the City Council adopt an Urgency Ordinance with the requisite urgency findings, introduce and conduct a first reading, with waiver of a full reading, of an Ordinance amending Chapter 2.44 “Traffic and Safety Commission” of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members, and provide direction to bring this item back for a second reading and adoption at the next regular City Council meeting.

ATTACHMENT(S)

1. Attachment A - Urgency Ordinance No. 2472 - Traffic and Safety Commission
2. Attachment B - Ordinance No. 2473 - Traffic and Safety Commission

NEXT STEPS:

N/A

URGENCY ORDINANCE NO. 2472

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS; DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

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

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City; and

WHEREAS, on January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee; and

WHEREAS, in March 2023, pursuant to the direction of the City Council, Ordinance No. 2436 was adopted to reinstate the Traffic and Safety Commission ("traffic commission") in its original form as previously established in the Montebello Municipal Code; and

WHEREAS, the purpose of a traffic commission is to consider matters of traffic safety within the City, evaluate proposals for traffic control devices, evaluate the need for striping, signage or other measures not of a regulatory nature, educate the public on traffic issues and respond to public concerns regarding traffic and pedestrian safety; and

WHEREAS, from 2020 to 2020 in California**,** traffic fatalities increased by approximately 7.6%, alcohol-impaired driving fatalities increased by 16%, motorcycle fatalities increased by 3%, and pedestrian fatalities increased by 9.4%; and

WHEREAS, the City desires to update and further define the roles, duties and responsibilities of the Traffic and Safety Commission members so that decisions of the

traffic commission are made and carried out efficiently, properly and in the best interest of the City; and

WHEREAS, the City Council finds that this Urgency Ordinance is necessary to address traffic safety concerns of the residents in the City of Montebello and to ensure that transportation systems are made safe for all road users, for all modes of transportation, in all communities and for people of all incomes, races and ethnicities, ages and abilities, and thereby preserve the public peace, health and safety as a result; and

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

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

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

SECTION 2. AMENDMENT; ADDITIONS. Chapter 2.44 – Traffic and Safety Commission – of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 2.44 – TRAFFIC AND SAFETY COMMISSION

2.44.010 Created.

There is created a traffic and safety commission ("traffic commission") ~~for the city as follows~~ which shall be responsible for the performance of the administrative functions delegated and assigned by the provisions of this chapter and as from time to time may be delegated and assigned by ordinance or resolution.

2.44.020 Members - Appointments - Removal.

A. The traffic ~~and safety~~ commission of this city shall consist of five (5) members of the public. Each city council member shall appoint one (1) member to the traffic commission. Members shall be appointed for terms not to exceed four (4) years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the traffic commission.

B. An individual shall be eligible for appointment to the traffic commission as long as he or she has been ~~is~~ a resident within the city for at least one (1) year prior to ~~at~~ the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

C. The following designated officers and employees of the city, or their duly authorized deputies or assistants, are hereby appointed and directed to attend and participate in all traffic commission meetings without additional compensation:

1. The City Manager;

2. The Community Development Director;

3. The City Engineer;

4. The Police Chief; and

5. The City Attorney.

2.44.030 Officers.

~~A. Officers.~~ Each July, t~~T~~he traffic commission shall select one of its members as chairperson and one of its members as vice chairperson of the traffic commission for a term, respectively, of one year.

2.44.040 Meetings.

~~B. Meetings~~.

A. The traffic commission ~~may normally~~ shall hold at least one regular meeting each calendar month, at such time and place as the secretary of the traffic commission shall designate for the traffic commission. The traffic commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. Each member shall be entitled to receive a notice of every such meeting.

B. Quorum. Three members shall constitute a quorum for the conduct of any business of the traffic ~~and safety~~ commission. All actions or recommendations of the traffic ~~committee~~ commission which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three members thereof.

C. Absence from Meetings. If any member of the traffic commission shall be absent, without cause, from three successive regular meetings of the traffic commission or for a total of six regular meetings or the traffic commission during a calendar year, ~~without cause,~~ the office of such member shall be deemed to be vacant. The secretary of the traffic commission shall immediately inform the city council of such vacancy.

D. Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the traffic commission in advance of such regular meeting, shall be deemed an excusable absence or absence for cause.

2.44.0540 Powers and duties.

~~The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council.~~

In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the traffic commission shall have the following nonexclusive administrative powers, functions, and duties which are hereby delegated and assigned by the city council:

A. To cause to be placed any official traffic control device for the purpose of regulating, warning, or guiding traffic;

B. To cause to be synchronized or otherwise regulated any official traffic control device;

C. To cause to be established and marked any pedestrian safety zone or crosswalk, any traffic or directional lane, any loading, passenger, taxi, or bus zone, or any uniform or approved highway safety marking;

D. To cause to be posted or erected any stop sign, yield sign, turning marker or sign, directional sign, or sign prohibiting or regulating the speed, movement, or turning of vehicles;

E. To cause to be posted or erected any sign regulating or prohibiting parking; and

F. To cause the removal, relocation, or discontinuance of any of the devices, markings, and signs set forth in subsections (a) through (e) of this section when the factors or conditions which warranted their installation no longer exist except where their installation or continued maintenance is otherwise provided by ordinance or resolution.

2.44.060 Standards for exercising powers and duties.

The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the traffic commission has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to ensure public safety and convenience. In each instance, such determination shall be based upon one or more of the following:

A. Available traffic information or studies;

B. Field observations;

C. Vehicular traffic or pedestrian counts;

D. Established traffic engineering principles and practices; and

E. Traffic engineering surveys or studies.

2.44.070 Temporary powers and duties of Police Chief.

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the traffic commission when such temporary action shall be necessary to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the traffic commission or the city council.

2.44.08~~5~~0 Compensation standards for exercising powers and duties.

Members of the traffic ~~and safety~~ commission shall be entitled to such compensation as may, by resolution, be determined by the city council.

2.44.090 Work orders.

A. Issuance. Upon the determination that the installation, modification, or removal of any sign, signal, marker, or other device set forth in this article is necessary, the traffic commission shall cause to be issued a written work order which shall be directed to the department or division concerned and shall designate the location and nature of the work to be done, the required completion date, and any other instructions necessary to properly complete or coordinate the work. Such work order shall be presumed valid if signed by any member of the traffic commission after approval or ratification as provided in subsection (B) of Section 2.44.040 of this chapter.

B. Departmental assistance. It shall be the duty of each person to whom a traffic commission work order is directed to promptly make available the facilities, services, and resources of his or her department to assist in expediting and effectuating the work prescribed in such work order.

C. Notice of completion of work. Promptly upon the completion of the work, the person to whom such order is directed shall notify the traffic commission in writing of the action taken.

2.44.100 Work orders, completion notices, and minute records.

A copy of the minutes of each meeting of the traffic commission, of each work order issued, and of each completion notice shall be filed with the city clerk who shall be responsible for maintaining a suitable system of filing and indexing the same for public reference. Additional copies thereof shall be distributed as, from time to time, may be directed by the city council.

2.44.11060 Capital Improvement Projects

A. Any project or recommendation for the same that is directed or made by the traffic commission that constitutes a "capital improvement project" as defined in this Section shall require the approval of the City Council.

B. For purposes of this section, "capital improvement project" is defined as an infrastructure improvement that is fixed in nature, has an approximate life-expectancy of over 25 years, and requires substantial public financial investment. Examples include, but are not limited to, large-scale physical developments or maintenance, such as building improvements, street reconstruction, traffic signals, and water main replacement.

2.44.120 Appeals from decision of traffic commission.

A. Any person aggrieved by any decision or action of the traffic ~~and safety~~ commission or any person charged with carrying out the orders of the traffic commission, may appeal the decision of the traffic commission to the council by filing a written letter of appeal with the city clerk not later than fifteen days following the rendering of the decision by the traffic ~~and safety~~ commission~~, file a written letter of appeal with the city clerk, appealing the decision of the traffic and safety commission to the council~~; or, the council, may upon motion, determine to review the decision of the traffic ~~and safety~~ commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.

B. Upon notification by the clerk of such appeal, the secretary of the traffic ~~and safety~~ commission shall transmit to the clerk of the traffic ~~and safety~~ commission the file with the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten (10) day's written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic ~~safety~~ commission's decision. The determination of the council shall be final and conclusive.

2.44.12~~07~~0 Hearings—Form.

Neither the city traffic ~~and safety~~ commission nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The ~~city~~ traffic ~~and safety~~ commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

SECTION 3. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. Declaration of Urgency. This Ordinance is urgently required to provide an immediate solution to traffic safety concerns of the residents of Montebello, to provide updated direction and procedure for the traffic commission, and to clearly define the role and responsibility of a traffic commission member; the traffic commission will make findings and decisions accordingly to ensure that transportation systems are made safe for all road users, for all modes of transportation, in all communities and for people of all incomes, races and ethnicities, ages and abilities, thereby preserving the public peace, health and safety as a result. For these reasons, the establishment of an immediate update and definition of the roles, duties and responsibilities of the Traffic and Safety Commission is necessary to allow the traffic commission to effectively and expeditiously address potential dangers or necessary modifications relating to traffic within the City.

SECTION 5. This Ordinance is an emergency Ordinance duly adopted by the City Council by a vote of at least four (4) of its members and shall take effect immediately pursuant to Government Code sections 36934 and 36937.

APPROVED AND ADOPTED 10TH DAY OF JANUARY 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Urgency Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 10th day of January 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

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

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City; and

WHEREAS, on January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee; and

WHEREAS, in March 2023, pursuant to the direction of the City Council, Ordinance No. 2436 was adopted to reinstate the Traffic and Safety Commission ("traffic commission") in its original form as previously established in the Montebello Municipal Code; and

WHEREAS, the purpose of a traffic commission is to consider matters of traffic safety within the City, evaluate proposals for traffic control devices, evaluate the need for striping, signage or other measures not of a regulatory nature, educate the public on traffic issues and respond to public concerns regarding traffic and pedestrian safety; and

WHEREAS, the City desires to update and further define the roles, duties and responsibilities of the Traffic and Safety Commission members so that decisions of the traffic commission are made and carried out efficiently, properly and in the best interest of the City.

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

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

SECTION 2. AMENDMENT; ADDITIONS. Chapter 2.44 – Traffic and Safety Commission – of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 2.44 – TRAFFIC AND SAFETY COMMISSION

2.44.010 Created.

There is created a traffic and safety commission ("traffic commission") ~~for the city as follows~~ which shall be responsible for the performance of the administrative functions delegated and assigned by the provisions of this chapter and as from time to time may be delegated and assigned by ordinance or resolution.

2.44.020 Members - Appointments - Removal.

A. The traffic ~~and safety~~ commission of this city shall consist of five (5) members of the public. Each city council member shall appoint one (1) member to the traffic commission. Members shall be appointed for terms not to exceed four (4) years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the traffic commission.

B. An individual shall be eligible for appointment to the traffic commission as long as he or she has been ~~is~~ a resident within the city for at least one (1) year prior to ~~at~~ the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

C. The following designated officers and employees of the city, or their duly authorized deputies or assistants, are hereby appointed and directed to attend and participate in all traffic commission meetings without additional compensation:

1. The City Manager;

2. The Community Development Director;

3. The City Engineer;

4. The Police Chief; and

5. The City Attorney.

2.44.030 Officers.

~~A. Officers.~~ Each July, t~~T~~he traffic commission shall select one of its members as chairperson and one of its members as vice chairperson of the traffic commission for a term, respectively, of one year.

2.44.040 Meetings.

~~B. Meetings~~.

A. The traffic commission ~~may normally~~ shall hold at least one regular meeting each calendar month, at such time and place as the secretary of the traffic commission shall designate for the traffic commission. The traffic commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. Each member shall be entitled to receive a notice of every such meeting.

B. Quorum. Three members shall constitute a quorum for the conduct of any business of the traffic ~~and safety~~ commission. All actions or recommendations of the traffic ~~committee~~ commission which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three members thereof.

C. Absence from Meetings. If any member of the traffic commission shall be absent, without cause, from three successive regular meetings of the traffic commission or for a total of six regular meetings or the traffic commission during a calendar year, ~~without cause,~~ the office of such member shall be deemed to be vacant. The secretary of the traffic commission shall immediately inform the city council of such vacancy.

D. Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the traffic commission in advance of such regular meeting, shall be deemed an excusable absence or absence for cause.

2.44.0540 Powers and duties.

~~The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council.~~

In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the traffic commission shall have the following nonexclusive administrative powers, functions, and duties which are hereby delegated and assigned by the city council:

A. To cause to be placed any official traffic control device for the purpose of regulating, warning, or guiding traffic;

B. To cause to be synchronized or otherwise regulated any official traffic control device;

C. To cause to be established and marked any pedestrian safety zone or crosswalk, any traffic or directional lane, any loading, passenger, taxi, or bus zone, or any uniform or approved highway safety marking;

D. To cause to be posted or erected any stop sign, yield sign, turning marker or sign, directional sign, or sign prohibiting or regulating the speed, movement, or turning of vehicles;

E. To cause to be posted or erected any sign regulating or prohibiting parking; and

F. To cause the removal, relocation, or discontinuance of any of the devices, markings, and signs set forth in subsections (a) through (e) of this section when the factors or conditions which warranted their installation no longer exist except where their installation or continued maintenance is otherwise provided by ordinance or resolution.

2.44.060 Standards for exercising powers and duties.

The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the traffic commission has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to ensure public safety and convenience. In each instance, such determination shall be based upon one or more of the following:

A. Available traffic information or studies;

B. Field observations;

C. Vehicular traffic or pedestrian counts;

D. Established traffic engineering principles and practices; and

E. Traffic engineering surveys or studies.

2.44.070 Temporary powers and duties of Police Chief.

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the traffic commission when such temporary action shall be necessary

to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the traffic commission or the city council.

2.44.08~~5~~0 Compensation standards for exercising powers and duties.

Members of the traffic ~~and safety~~ commission shall be entitled to such compensation as may, by resolution, be determined by the city council.

2.44.090 Work orders.

A. Issuance. Upon the determination that the installation, modification, or removal of any sign, signal, marker, or other device set forth in this article is necessary, the traffic commission shall cause to be issued a written work order which shall be directed to the department or division concerned and shall designate the location and nature of the work to be done, the required completion date, and any other instructions necessary to properly complete or coordinate the work. Such work order shall be presumed valid if signed by any member of the traffic commission after approval or ratification as provided in subsection (B) of Section 2.44.040 of this chapter.

B. Departmental assistance. It shall be the duty of each person to whom a traffic commission work order is directed to promptly make available the facilities, services, and resources of his or her department to assist in expediting and effectuating the work prescribed in such work order.

C. Notice of completion of work. Promptly upon the completion of the work, the person to whom such order is directed shall notify the traffic commission in writing of the action taken.

2.44.100 Work orders, completion notices, and minute records.

A copy of the minutes of each meeting of the traffic commission, of each work order issued, and of each completion notice shall be filed with the city clerk who shall be responsible for maintaining a suitable system of filing and indexing the same for public reference. Additional copies thereof shall be distributed as, from time to time, may be directed by the city council.

2.44.11~~0~~60 Capital Improvement Projects

A. Any project or recommendation for the same that is directed or made by the traffic commission that constitutes a “capital improvement project” as defined in this Section shall require the approval of the City Council.

B. For purposes of this section, “capital improvement project” is defined as an infrastructure improvement that is fixed in nature, has an approximate life-expectancy of over 25 years, and requires substantial public financial investment. Examples include, but are not limited to, large-scale physical developments or maintenance, such as building improvements, street reconstruction, traffic signals, and water main replacement.

2.44.120 Appeals from decision of traffic commission.

A. Any person aggrieved by any decision or action of the traffic ~~and safety~~ commission or any person charged with carrying out the orders of the traffic commission, may appeal the decision of the traffic commission to the council by filing a written letter of appeal with the city clerk not later than fifteen days following the rendering of the decision by the traffic ~~and safety~~ commission~~, file a written letter of appeal with the city clerk, appealing the decision of the traffic and safety commission to the council~~; or, the council, may upon motion, determine to review the decision of the traffic ~~and safety~~ commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.

B. Upon notification by the clerk of such appeal, the secretary of the traffic ~~and safety~~ commission shall transmit to the clerk of the traffic ~~and safety~~ commission the file with the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten (10) day's written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic ~~safety~~ commission's decision. The determination of the council shall be final and conclusive.

2.44.13~~07~~0 Hearings—Form.

Neither the city traffic ~~and safety~~ commission nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The ~~city~~ traffic ~~and safety~~ commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

SECTION 3. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

[Signatures on the following page.]

PASSED, APPROVED, AND ADOPTED 24TH DAY OF JANUARY 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 10th day of January 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of January 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Adoption of the Ordinance will require Recreation and Community Services Department staff to replace current park signage to reflect the new Municipal Code updates. Staff estimates replacement costs to be Six Thousand Dollars ($6,000). There is sufficient funding in the Parks and Recreation Department budget to cover these additional expenses in Fiscal Year 2023-24.

BACKGROUND/DISCUSSION:

If adopted as presented, the attached Ordinance (Attachment “A”) would add sections to the Montebello Municipal Code that would define and regulate smoking, scavenging, solicitation, trespassing, vandalism, reservations, and the use of drugs and alcohol in the City of Montebello’s public parks. The City’s Recreation and Community Services Department, Montebello Police Department and Code Enforcement Division have worked together to identify issues that staff from these respective departments experience on a regular basis while patrolling the City’s public parks.

Montebello Municipal Code Chapter 12.24 “Conduct in Public Parks” was last updated in 1993. The Chapter provides rules and regulations for several subject matters, however, the current code does not fully encompass the issues faced and current conditions of the City’s park system. A review of municipal codes in eight (8) neighboring cities (City of Monterey Park, City of Pico Rivera, City of Downey, City of Whittier, City of Commerce, City of Bell Gardens, City of South El Monte, and City of Santa Fe Springs) was conducted by staff and the proposed amendments are consistent with ordinances found in those cities. The proposed ordinance will allow for Recreation and Community Services Department staff, Code Enforcement and Montebello Police Department staff to better monitor the parks and enforce regulations.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed changes amend and add to Chapter 12.24 “Conduct in Public Parks” of the Montebello Municipal Code. Amendments are proposed to the existing sections that discuss rubbish, alcoholic beverages, solicitation, vehicles, model airplane flying restrictions, and the power of park employees. The rubbish section will be updated to not allow for the scavenging of rubbish in park trashcans, event trashcans and any trash dumpsters located within the park system. The alcoholic beverages section will be updated to include the prohibition of drugs in any public parks. The vehicles section will be updated to prohibit vehicles from driving on any walkways, trails, or turf at public parks. The solicitation section will be updated to include the prohibition of solicitation of food and to be compliant, and consistent with, Chapter 5.40 of the Montebello Municipal Code regarding sidewalk vending regulations. The model airplane flying restrictions section was updated to include restrictions on drones and any other unmanned aircraft. Lastly, the power of park employees section was updated to include how violations of the Montebello Municipal Code may be addressed by Recreation and Community Services employees by including a new designated section (12.24.290, “Powers of Park Employees”).

Proposed additions to the Montebello Municipal Code Chapter 12.24 “Conduct in Public Parks,” also include sections that discuss changing/washing in public parks, trespassing, smoking, and park reservations. The changing/washing in public parks section prohibits dressing or undressing in park restrooms or in any area of the park. The trespassing section prohibits trespassing onto restricted areas of the park. The smoking section prohibits smoking of any kind at parks and city-sponsored events unless a specific area is designated for smoking. Lastly, the park reservations section states that park reservations are available to the community, can be made at the Recreation and Community Services Department, and must follow the rules and regulations established for the administration of reservations.

SUMMARY:

Staff recommends that the City Council conduct a first reading and introduction of Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24 and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Draft Ordinance No. 2471
2. Attachment B - Draft Facility Code of Conduct
3. Attachment C - Draft Park Rules Sign

NEXT STEPS:

N/A

ORDINANCE NO. 2471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 12.24 OF THE MONTEBELLO MUNICPAL CODE TO UPDATE PARK RULES AND REGULATIONS

WHEREAS, the City of Montebello is a general law city under California Government Code Section 34102; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montebello ("City") may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Recreation and Community Services Department is responsible for the overall administration, operation, and maintenance of the City's public parks; and

WHEREAS, the City of Montebello is committed to taking a holistic approach to addressing the causes of, as well as deterring, certain public conduct at public parks; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to preserve and protect the public peace, health safety and welfare.

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

SECTION 1. The City Council for the City of Montebello finds and declares the foregoing are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. Chapter 12.24 "Conduct in Public Parks" is hereby amended to read as follows (deletions in Strikethrough and additions in Double Underline):

Chapter 12.24 CONDUCT IN PUBLIC PARKS

Sections:

12.24.010 Regulations for conduct in public parks.

The following rules and regulations shall control the conduct of all persons in or upon public parks located within the city. City employees, in the course and within the scope of performing their duties, are exempt from these rules and regulations.

12.24.020 Definitions

For the purpose of carrying out the intent of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

"Department" means the City of Montebello (city) department of recreation & community services.

"Director" means the director of parks and recreation, or his or her designee.

"Public park" means any public facility or structure, areas, buildings, and facilities that are owned, leased, or otherwise controlled by the department, including, but not limited to, parks, athletic fields, tennis courts, golf courses, swimming pools, recreation centers, playgrounds, pavilions, medians, park parking lots and recreational trails.

12.24.0230 ~~Disposal of~~ Rubbish.

No person shall throw, place or dispose of any ~~garbage~~, refuse, ~~bottles, glass, crockery or cans~~, rubbish, construction rubbish, garbage, hazardous waste, infectious waste, recyclable materials, or green waste in any place in any public park other than in a receptacle maintained therein for that purpose.

No person shall scavenge or permit to scavenge any refuse, rubbish, construction rubbish, garbage, hazardous waste, infectious waste, recyclable materials or green waste in any place in any public park.

12.24.0340 Dangerous weapons.

A. No person shall have in his or her possession, or under his or her control, care or custody, any gun, revolver, pistol, firearm, simulated firearm, airgun, air rifle, pellet gun, B-B gun, slingshot or any device designed or intended to discharge or capable of discharging any dangerous missile. Nor shall any person have in his or her possession, or under his or her control, care or custody, any cartridge, shell, ammunition or device containing any explosive substance designed or intended to be used in or fired from any gun, revolver, pistol or firearm.

B. No person shall fire, discharge, shoot or operate, or assist or participate in the firing, discharging, shooting or operating of any gun, revolver, pistol, firearm, simulated firearm, airgun, air rifle, pellet gun, B-B gun, slingshot or any device designed or intended to discharge or capable of discharging any dangerous missile or object.

C. No person shall have in his or her possession, or under his or her control, care or custody, any switchblade, dirk, icepick, dagger, bow and arrow or any similar instrument or object that can be used to stab or injure others.

12.24.0450 Firecrackers—Fireworks.

No person shall fire or discharge in any public park, any fireworks as the phrase is defined in Section 8.20.010, except when a permit therefor has been issued by the city ~~council~~.

12.24.0560 Flora.

No person shall remove, destroy, injure, mutilate or cut any tree, plant, shrub, bloom or flower, or any portion thereof, growing in any public park.

12.24.0~~6~~70 Turf.

No person shall remove, or deface or destroy, any wood, turf, grass, soil, rock, sand or gravel from any public park.

12.24.0~~7~~80 Park structures.

No person shall:

A. Damage, deface, disturb or disfigure any building, monument, cage, pen, sign, fence, bench, or any other structure, apparatus or equipment, or property of the city, or any portion thereof located in any public park;

B. Mark, write or print on any public park structure or any portion thereof;

C. Attach to or remove from any public park facility or structure any sign, card, display, or other similar device, except as may be required or permitted by law.

12.24.0~~8~~90 Animals.

No person shall bring into any public park any cattle, horse, mule, goat, sheep, swine, dog, cat or any other kind of animal, except that dogs or cats may be permitted in the park if kept on a leash not to exceed six feet under the full control of its owner or person in possession. Service animals are exempt, as defined by the American with Disabilities Act. The owner must be in physical proximity and have full control of the service animal at all times. No person shall wound, kill, catch or attempt to wound, kill or catch, any bird, fowl, fish or other animal located in a public park.

12.24.1~~0~~90 Solicitation.

No person shall sell or offer for sale any food, goods, wares, services or merchandize, or distribute or pass out any commercial handbill, in any public park, without first obtaining a permit and identity card pursuant to Chapter 5.04 and/or Chapter 5.40 of the Montebello Municipal Code.

12.24.1~~0~~10 Alcoholic beverages and Drugs.

No person shall enter, be or remain in any public park while in possession of, transporting, purchasing, selling, giving away, or consuming any alcoholic beverages without first obtaining the advance written approval of the director of parks and recreation. The sale, serving and/or consumption of alcoholic beverages will only be permitted at city facilities authorized by resolution of the city council and in accordance with approved city policies and procedures. No person shall remain in any public park, or enter the same, while in an intoxicated condition.

No person shall enter, be or remain in any public park while in possession of, transporting, purchasing, selling, giving away, or consuming any drugs and other controlled substances.

12.24.11~~1~~20 Overnight camping.

No person shall camp in any public park without first obtaining the permission of the director of parks and recreation.

12.24.12~~3~~30 Fires.

No person shall light, or cause to be lit, any fire, except in such locations as may be designated by the ~~director of parks and recreation~~ Department Director.

12.24.13~~4~~40 Swimming.

No person shall swim, wade, bathe in or pollute waters of any fountain, pond, ~~t~~lake or stream located in any public park.

12.24.14~~5~~50 Vehicles.

No person shall propel or cause to be propelled any vehicle of any type, cycle or automobile, on any footpath, walkway, trail, or turf in any public park, unless the area is designated for such type of use.

12.24.15~~6~~60 Park hours.

No person shall enter, loiter or remain in any public park at any time between the hours of ten p.m. and six a.m. of the following day, except when the park facilities are rented to the public and approved by the ~~director of parks and recreation~~ Department Director.

12.24.16~~7~~70 Picnics.

No person shall hold, conduct or participate in any picnic except in park areas designated for picnics.

12.24.17~~8~~80 Golf.

No person shall utilize any portion of a public park, excepting the municipal golf course, and ancillary driving range facilities, for the playing or practice of golf.

12.24.18~~9~~90 ~~Model airplane~~ Unmanned Aircraft flying restrictions.

No person shall operate any drone, model airplane or toy airplane or miniature airplane, or similar unmanned aircraft, which is self-propelled and operated or controlled from the ground by means of remote control without the possibility of direct human intervention from within or on the aircraft ~~one or more wires, cords, strings, or other device attached to the airplane~~, at any public park, except at a place approved or designated for such purpose by the ~~director of parks and recreation~~ Department Director.

12.24.~~19~~200 Gambling.

No person shall play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice, or other device, for money, chips, shells, credit or any other representative of value, or to maintain or exhibit any gambling table or other instrument of gambling or gaming in any public park.

12.24.2~~0~~10 Pressurized cans and other containers.

No person shall have in his or her possession in any public park any pressurized can, container, or other receptacle containing a substance commonly known as paint or any substance capable of defacing, damaging or disfiguring park property.

12.24.2~~1~~20 Glue, adhesive cement and other substances.

No person shall have in his or her possession in any public park any container or receptacle containing glue, adhesive cement, dope, mucilage or any chemical substance capable of producing intoxication, hallucinations or that distorts or disturbs the eyesight, thinking process, balance or coordination of a person, with the intent of becoming intoxicated. For purposes of this section, any condition so induced shall be deemed as an "intoxicated condition."

12.24.2~~2~~30 Unlawful assembly.

No persons shall assemble together in any public park for the purpose of doing any act of violence or inviting or advising other to do any act of violence or to commit any unlawful act.

12.24.2~~3~~40 Threatening and inflammatory language.

A. No person shall utter in the presence of hearing of any other person or persons, in or upon any public park, any indecent, obscene, profane, or insulting epithets, words or language for the purpose of threatening or intimidating such other person or persons.

B. No person shall utter in the presence of hearing of any other person or persons, in or upon any public park, any words or langu~~a~~age inherently likely to provoke an immediate, violent response from the recipient

~~**12.24.240 Powers of park employees.**~~

~~The parks and recreation manager, director of parks and recreation, and all public employees in the parks and recreation department are given the power and authority to enforce any violation of this chapter, including the authority to issue citations therefor.~~

12.24.250 Changing/Washing in Public Parks

No person shall either dress or undress in the washroom or toilets or any area of any public park.

12.24.260 Trespassing

No person shall trespass or enter upon any portion of any public park restricted against public use, or attempt to climb over any fence or barricade separating such restricted portion of the public park from the part thereof to which the public is admitted.

12.24.270 Smoking Prohibited

Smoking is prohibited inside any public park, recreational area, city-sponsored event, or in an outdoor area within 40 feet from a public park, recreational area, or city-sponsored event unless the area is designated by the city as a smoking area. Smoking means engaging in an act generating smoke, and includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, or any other weed, herb, flower or plant.

12.24.280 Public Park Reservations

Public park reservations shall be available year-round to accommodate Montebello residents and user groups for informal or neighborhood gatherings. Reservations shall be submitted to the Recreation and Community Services Department and are subject to facility usage policies established by the Department Director.

Park reservations and/or permits are required for the following:

- Use of athletic fields by organized teams for activities such as practices, games and tournaments.
- Use of city facilities outside of normal business operating hours.
- Picnic shelter reservations to guarantee exclusive use for the day of reservation.
- A Temporary Use Permit is required for special events and outdoor activities pursuant to Chapter 12.16.010.
- Some uses of park space will require further review and special permits pursuant to Chapter 12.17.040.

Facility usage policies, rules and regulations including a Park Facilities Rules of Conduct shall be established by the Director for the administration of this policy and made available to the public on the city website and at the Recreation and Community Services office. Said rules and regulations may be amended periodically to address public safety concerns. All pertinent city ordinances shall be enforced.

All fees and charges may be changed by resolution of the city council.

12.24.290 Powers of City Employees.

Employees of the Montebello Police Department, Code Enforcement Division, and the parks and recreation manager, director of parks and recreation, and all public employees in the parks and recreation department are given the power and authority to enforce any violation of this chapter, including the authority to issue citations therefor.

Violations of this chapter regulating public conduct in parks may be addressed in the following manner:

- Verbal warning.
- Immediate eviction from the public park. Immediate eviction shall mean removal from the public park, and banishment from any other public park, for the remaining hours of operation for the day of eviction.
- Suspension of public park privileges. Suspension of public park privileges shall mean denial of access to all public parks for one or more days. The effective date and length of suspension shall be determined by the Director, depending on the scope and severity of the violation, and notice of such suspension shall be made in writing.
- Criminal sanctions or any other remedy available under local, state, or federal laws.

Any person who was been suspended from a public park for one or more days may appeal the suspension by submitting a written request for appeal prior to the start of the suspension to the Director. The written request for appeal should include the reasons for requesting an appeal and contact information. All appeals shall be heard by the Director, or designee, within 30 business days of the receipt of this request. The suspension will be tolled during the appeal process. The decision of the Director shall be final.

Section 3: Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 4: This Ordinance shall take effect thirty (30) days after its adoption.

Section 5: The City Clerk of the City Montebello shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

[Signatures on the following page]

APPROVED AND ADOPTED 24TH DAY OF JANUARY 2024.

_____
Scarlet Peralta, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 10th day of January 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of January 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

CITY OF MONTEBELLO
PARK AND FACILITY CODE OF CONDUCT

In order to maintain a peaceful atmosphere, facilitate usage, preserve easy access to equipment and materials, and protect Park and Facility property, we require you to observe the following Code of Conduct.

Please keep in mind the following:

- Demonstrate common courtesy to fellow participants, community members, and staff.
- Maintain an environment where conflict and differences can be addressed in a respectful manner.
- Help keep Parks and Facilities clean by consuming food and drink in designated areas and throw away trash in the appropriate receptacle.
- Please consult with front office staff regarding use of Parks and Facilities, including room reservations, picnic reservations, set-up, and use of equipment.
- Proper attire, including shoes and shirts, must be worn at all times.

The following are prohibited at Parks and Facilities:

1. Engaging in any activity prohibited by law;
2. Acts of discrimination and/or harassment based on any of the following protected characteristics: age, sex, race, color, national origin, ancestry, gender, gender identification, sexual orientation, genetic information, marital status, religion, citizenship status, medical condition, military and veteran status, or any disability protected by State or Federal law;
3. Disturbing, disruptive, or unsafe behavior, including any conduct that interferes with the use of Parks and Facilities by others or with the functioning of staff. Persons who continue to create a disturbance will be required to leave the Park and/or Facility. Examples include, but are not limited to:
    - Disruptive outbursts, use of loud, abusive or threatening language, threatening or harassing behavior;
    - No smoking at all Parks and Facilities. Smoking is permitted only in designated areas. (MMC Section 12.24.270);
    - The use of electronic devices without headphones or unauthorized use of amplified sound, such as, radios, music players, video games and computers, that results in discomfort or annoyance to a reasonable person of normal sensitivity;
    - Disruptive cellular phone conversations;
    - Unauthorized borrowing and/or tampering with another person's property/belongings.
4. Conducting personal commercial activities without a City-issued permit, including but not limited to the unauthorized sale or display for sale of goods, tickets or services (MMC 12.24.100);

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5. Conducting unauthorized events, demonstrations, or campaigning unless expressly allowed by law (MMC 12.16);
6. Charging personal electronic devices and/or batteries through the use of Park and Facility resources;
7. Damaging Park or Facility property. Persons caught breaking, defacing, or destroying property will be required to leave the Facility and may be criminally prosecuted (MMC 12.24.080);
8. Animals are not allowed in Facilities, with the exception of service animals, as defined by the Americans with Disabilities Act. The owner must be in physical proximity and have full control of the service animal at all times (MMC 12.24.090);
9. Persons exhibiting illness, poor personal hygiene, and/or related conditions that may compromise the health of others may be asked to leave a Park or Facility until the condition is remedied;
10. Dangerous and/or hazardous materials (MMC 12.24.220);
11. Firearms and/or weapons (MMC 12.24.040);
12. Alcoholic beverages and illegal substances (MMC 12.24.110);
13. Photographing, videotaping, or recording of any kind without a permit issued by the City;
14. Engaging in or attempting to engage in any business, activity or act for financial compensation without a permit issued by the City. (MMC 12.24.100).

CONSEQUENCES

Any violation of these Park and Facility Rules or the commission of other illegal conduct in a Park or Facility may be addressed in the following manner (MMC 12.24.290):

- Verbal Warning. (e.g. notification of violation and reference to Rules of Conduct);
- Immediate eviction from the Park or Facility. Immediate eviction shall mean removal from the Park or Facility, and banishment from any other Parks and Recreation Facility, for the remaining hours of operation for the day of eviction;
- Suspension of Park and Facility privileges. Suspension of Park and Facility Privileges shall mean denial of access to the Park and/or Facility and all Park and Facility services for one or more days. The effective date and length of suspension shall be determined by the Director of Recreation and Community Services, depending upon the scope and severity of the violation, and notice of such suspension shall be made in writing;
- Criminal Sanctions or any other remedy available under local, state, or federal laws.

The above remedies may be cumulatively applied.

- Appeal of Suspension. Anyone who has been suspended from the Park or Facility for one or more days may appeal the suspension by submitting a written request for appeal prior to the start of the suspension to the Director of Recreation and Community Services.

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- The written request for appeal should include the reasons for requesting an appeal and contact information. All appeals shall be heard by the Recreation and Community Services Director, or her designee, within 30 business days of the receipt of the request. The suspension will be tolled during the appeal process. The decision of the Recreation and Community Services Director shall be final.

The Recreation and Community Services Department reserves the right to modify these rules at any time.

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CITY OF MONTEBELLO
DEPARTMENT OF PARKS & RECREATION
FACILITY USE POLICIES
(PARK RULES)

1. **Alcoholic beverages are not permitted.**
   The possession or consumption of any alcoholic beverage in a City park is prohibited. No person shall remain in any public park while an intoxicated condition. *(MMC 12.24.110)*

2. **No Littering/Scavenging.**
   Trash must be placed in proper receptacles and scavenging of trash is prohibited. *(MMC 12.24.030)*

3. **No Smoking.**
   Smoking is prohibited inside any public park. (*MMC 12.24.270*)

4. **Loud Noise (music, sound equipment, etc.) is prohibited**.
   Any loud or raucous noise is not allowed in City Parks.
   (MMC 9.08.020)

5. **Dogs & Cats must be kept on a leash**. All other animals are prohibited, except for service animals. *(MMC 12.24.090)*

6. **Vending and solicitation without a City of Montebello permit are prohibited.** *(MMC 12.24.100, 5.04, 5.40)*

7. **Park are closed from 10:00 p.m. to 6:00 a.m**. (*MMC 12.24.160)*

8. Propane, gas or other flammables are only permitted in designated outdoor City facilities. *(Recreation & Community Services Department Facility Use Policy)*

9. Moonbouncers, petting zoo or other mechanical equipment are not allowed on premises without proper authorization. *(Recreation & Community Services Department Facility Use Policy)*

10. Facility rental requests are to be made in person at the Parks and Recreation Office located at 1700 West Victoria Ave., Montebello, CA 90640. *(Recreation & Community Services Department Facility Use Policy)*

For more information call (323) 887-4540

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ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2470 ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO AND CITY SEAL ADOPTED AND ADDED" (PREVIOUSLY LISTED AS ORDINANCE NO. 2467)**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2470 (Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010 (previously listed as Ordinance No. 2467); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to adoption of this ordinance.

BACKGROUND/DISCUSSION:

On October 28, 2020, the first introduction of the Ordinance amending Chapter 1.16 "City Seal" was presented to the City Council to protect the City's seal, logo, badges, and other identifiable markings from unauthorized use. The City seal, logo, badges, and other identifiable markings represent the City of Montebello exclusively, and as such it is important to protect the City's identity illustrated through these unique graphic images. The City's various identifiable marks, seal, logo, badges and other identifiable graphics are not protected sufficiently enough under the City's current Municipal Code. For example, the Code does not expressly provide for the protection and unauthorized

use of the City's letterhead, and Montebello Fire Department's, Montebello Police Department's or Montebello Bus Line's logos, badges and other identifiable insignia.

In 2023, the City of Montebello created a new City logo style. If adopted, the attached draft Ordinance No. 2470 will add the new logo and its variations to the gallery of logos, icons and badges already protected by the Montebello Municipal Code from unauthorized use.

On November 8, 2023, the City Council introduced and waived the first reading of Ordinance No. 2470. The Mayor directed staff to remove the word "Elevate" from the City logo; the motion was approved by a majority vote and one abstention.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

City staff recommends that the City Council waive the Second Reading and Adopt Ordinance No. 2470(Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2470 - Adopting New City Logo

NEXT STEPS:

N/A

ORDINANCE NO. 2470

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTION 1.16.010 OF CHAPTER 1.16 OF THE MONTEBELLO MUNICIPAL CODE TO ADD THE NEW CITY LOGO AND ITS VARIATIONS TO THE GALLERY OF THOSE PROTECTED UNDER THE MUNICIPAL CODE FROM UNAUTHORIZED USE

WHEREAS, the City of Montebello ("City") was incorporated on October 16, 1920, and regulations identifying the proper use and permissions for the City seal, graphical City seal, City Logo, badges, and other identifiable markings outlined in Chapter 1.16 "CITY SEAL" of the Montebello Municipal Code ("MMC") require revisions to provide greater protection and appropriate notice; and

WHEREAS, in 2023, the City of Montebello adopted a new City logo and in order to ensure that the City seal, graphical City seal, City Logo, badges, and other identifiable markings are utilized for appropriate circumstances only, an amendment to Chapter 1.16 of the MMC is warranted.

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

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

SECTION 2. AMENDMENT; ADDITIONS. Section 1.16.010 – City Logo and City Seal adopted and added – is hereby amended to add the image of the new City logo and its variations to the gallery of logos, badges and icons protected from unauthorized use under the Municipal Code.



MONTEBELLO

MONTEBELLO
RECREATION AND
COMMUNITY SERVICES

SECTION 3. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

[Signatures on the following page]

PASSED, APPROVED, AND ADOPTED 10TH DAY OF JANUARY 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 8th day of November, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 10th day of January, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance
Paul Espinosa, Police Chief

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRE-EMPLOYMENT BACKGROUND INVESTIGATION SERVICES**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4170 with Gallatin Investigations, LLC (Gallatin) in an amount that shall not exceed $150,000; and
2. Approve Agreement No. 4168 with Travis Investigations (Travis) in an amount that shall not exceed $225,000; and
3. Approve Agreement No. 4169 with TruView BSI, LLC (TruView) in an amount that shall not exceed $225,000; and
4. 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 December 31, 2026. The following list provides details regarding each of the associated agreements:

Consultant	Effective Date - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - December 31, 2026	Initial Total {1}
Gallatin Investigations	$25,000	$50,000	$50,000	$25,000	$150,000
Travis Investigations	$37,500	$75,000	$75,000	$37,500	$225,000

TruView BSI	$37,500	$75,000	$75,000	$37,500	$225,000
	Annual Contingency {2}	$25,000.00			

{1} The table does not include extension options for the period covering January 1, 2027, through December 31, 2028.
{2} The annual compensation amount does not include the $25,000 contingency.

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 (i.e., remaining Fiscal Year 2023-24) are adjusted to six (6) months or fifty (50) percent of the total estimated annual compensation amount. Starting in Fiscal Year 2024-25, the total yearly compensation amount will be available.

The annual amounts were determined by analyzing multiple years of actual expenditures related to pre-employment background investigation services and projected future needs. The adopted budget for Fiscal Year 2023-24 includes funding for pre-employment background investigation services in the Police, Fire and Human Resources Departments. These budgets were developed in consultation with Police, Fire, and Human Resources to determine reasonable and estimated annual expenditure amounts. 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 in the table above.

All agreements will have an initial term through December 31, 2026, and include two (2), one (1) year extension options for a maximum term through December 31, 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, such as expediting pre-employment background investigations for public safety personnel as the City seeks to fill critical vacancies in Police and Fire.

Services associated with these agreements will be used on an as-needed basis. 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 will track the encumbrances and costs of each agreement.

BACKGROUND/DISCUSSION:

On Thursday, September 28, 2023, the City issued a Request for Proposals (RFP) for Pre-Employment Background Investigation Services (Attachment A). The RFP was posted on PlanetBids, and notices were emailed to several prospective bidders nationwide. In addition, print advertising in local media sources was used to advertise the solicitation. The RFP closed on Thursday, October 26, 2023, with eight (8) responses. The following is a list of the bidders who responded and their locations (in alphabetical order):

- Gallatin Investigations, Huntington Beach
- JL Group, Laguna Niguel
- Norman A. Traub & Associates, Westlake Village

- Prestigious Investigative Services, Upland
- Professional Polygraphs & Backgrounds, Lake Forest
- Reveal Background Check, Shreveport (Louisiana)
- Travis Investigations, Long Beach
- TruView BSI, Arcadia

After receiving the responses to the RFP, an evaluation committee was formed to review each proposal submission. The evaluation committee consisted of Fire, Human Resources, and Police staff. The responses were evaluated based on the following criteria:

- Qualifications (50 points)
- Reputation/Reference Checks (30 points)
- Proposed Fees/Cost (20 points)

Upon completion of the evaluations, Staff recommends awarding agreements to the three (3) top-scoring/rated vendors (in alphabetical order):

- Gallatin
- Travis
- TruView

Staff has decided to award multiple agreements through this opportunity to ensure the availability of services when needed. Given the length of time and complexity of background investigations for public safety personnel, and the desire to fill vacancies as quickly as possible, having multiple vendors from which to choose will assist staff.

The proposals submitted by the service providers mentioned above were the most comprehensive and demonstrated an ability to provide the services required by the City. It is recommended that City Council authorize approval of agreements with the listed consultants.

The proposals that were not selected did not fully meet the City's requirements. In addition, some consultants needed more experience in providing services in the public sector and/or did not have a thorough understanding of the pre-employment background investigation requirements. Although the proposals were not selected, each consultant'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 Gallatin (Agreement No. 4170), Travis (Agreement No. 4168), and TruView (Agreement No. 4169). If approved, the agreements will allow the use of background investigation services for pre-employment purposes, in accordance with the terms, conditions, and pricing identified in the associated RFP.

ATTACHMENT(S)

1. Attachment A - RFP 24-6 - BG Investigations (Complete)
2. Attachment B - Agr. No. 4170 - Gallatin Investigations (Signed by Consultant)
3. Attachment C - Agr. No. 4168 - Travis Investigations (Signed by Consultant)
4. Attachment D - Agr. No. 4169 - TruView BSI (Signed by Consultant)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 6

Pre-Employment Background Investigation Services

Release Date: Friday, September 29, 2023

Due Date: Thursday, October 26, 2023, at 11 a.m. PDT

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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.

DATE OF SOLICITATION
September 29, 2023

PROJECT
Pre-Employment Background Investigation Services

PROPOSAL OWNER
City of Montebello – Department of Finance/Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza, Director of Finance/Information Technology
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@montebelloca.gov

PROPOSAL CONTACT
City of Montebello – Department of Finance/Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Micah Herd, Senior Management Analyst
Contact Phone: (323) 887- 1200
Contact E-Mail: mherd@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, October 11, 2023, at 11:00 a.m. PDT. Prospective consultants 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – References (Complete and return with proposal)
Appendix C – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to provide pre-employment background investigations for various positions following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Wednesday, October 11, 2023, at 11:00 a.m. PDT.**

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

Proposals must be submitted via PlanetBids by **Thursday, October 26, 2023, at 11:00 a.m. PDT.**

Responses to this RFP 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 of Montebello invites prospective consultants to submit a proposal to provide pre-employment background investigation services.

The City's Police and Fire Departments are full-service and respond to all emergency and non-emergency calls for service within city limits. The proposed budget for Fiscal Year 2023 – 24 includes approximately $37 million for Police and Fire services. Included in the budget is sufficient funding for approximately 190 full-time equivalent positions for these departments. Some of these positions are currently unfilled. In the near future, the City anticipates engaging in a campaign to fill most of the vacant positions.

The City currently outsources background investigations to consultants under a Professional Services Agreement. The current consultants conduct all pre-employment background investigation services under the direction of the Department of Human Resources and the hiring department.

It is anticipated that the City will require approximately thirty (30) to forty (40) background investigations annually.

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 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Friday, September 29, 2023
- Online Q&A Deadline — Wednesday, October 11, 2023,11 a.m. PDT
- Deadline to Submit Responses — Thursday, October 26, 2023, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2023
- Interviews — TBD (If Necessary)
- Notifications Sent to Consultants — Late November 2023
- Award — Early December 2023

4.0 Purpose

The purpose of this solicitation is to identify a qualified consultant(s) to provide pre-employment background investigations services. These services are primarily required

for positions within the Police and Fire Departments in accordance with their hiring practices; however, positions within other City departments may require services.

The City is seeking to establish an agreement with a minimum term of two (2) years with up to three (3), one (1) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected consultants.

5.0 Scope of Work/Services

The City of Montebello is seeking the services of a consultant(s) to conduct background investigations as part of the pre-employment screening process for various positions. The positions screened through this process are primarily within the City's Police and Fire Departments. The City may occasionally request limited/modified pre-employment screenings for other positions, as needed and in compliance with governing policies and procedures.

The City may choose to award multiple consultants to create a bench through this solicitation. By doing this, the City hopes to have sufficient consultants available to effectively manage the anticipated workload.

The City will provide templates for the applicants' Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ), Polygraph Questionnaire (Police applicants only), waivers and releases, and any other required documents. Before conducting services, consultants should review these documents with City staff to ensure they follow governing policies and procedures and are free of any errors that might compromise the process.

At the start of each investigation, consultants shall designate a point of contact to communicate with the City’s designated point of contact throughout the investigation(s) and notify of any information that would immediately disqualify the applicant from employment. If this occurs, the Consultant will cease the investigation until the City provides further guidance. They should also be prepared to pro-rate the cost of the investigation accordingly based on the tasks completed.

The following is a summary of tasks associated with the investigation process:

- Consultants will conduct an in-person interview with each applicant and provide written documentation regarding findings.

- Obtain a copy of the applicant’s proof of eligibility to work in the United States and include a copy of with report.

- Obtain documentation for age verification for position specific employment which requires applicants to at least 21 years of age at the time of employment. Provide a copy with report.

- Perform criminal records inquiries for each applicant (mail inquiries should be sent to every City, county, and college law enforcement agency where the applicant lived, worked, and attended college). Any returns received after the file has been submitted to City shall be returned to City for inclusion.

- Perform reference inquiries for each applicant (all references listed on PHS and any secondary references identified by the investigator). Three (3) documented attempts shall be made. Mail inquiries should be sent after three (3) failed phone contact attempts. Any returns received after the file has been submitted to City shall be returned to:

  City of Montebello
  Attn: Human Resources
  1600 West Beverly Boulevard
  Montebello, CA 90640

  These documents will be maintained in the investigation file.

- Perform residence/neighborhood inquiries/verification for each applicant for all locations the applicant has lived in over the past ten (10) years. Mail inquiries are to be sent to residences where the applicant lived from the age of fifteen (15) forward or a maximum of ten (10) years from the date of the pre-employment background investigation. Any returns received after the file has been submitted to City shall be returned to the City for inclusion in the file.

- Perform agency checks for each applicant (mail inquiries to all agencies where the applicant has previously applied). An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. Due to the time it takes to receive mail inquiry returns, the investigator should contact by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to the City shall be returned to the City for inclusion in the file.

- Perform employment checks for each applicant. Employment checks include interviewing coworkers and supervisors/managers from current and past employment (in-person checks are required for employment over the last three

(3) years, and mail inquiries are sufficient for all others) and reviewing personnel files, if available, with follow-up documentation filed.

- Conduct interviews and reference checks of relatives, personal friends, and other provided references including secondary references obtained from original list provided by applicant.

- Review of legal, DMV, education, and military documents for verification (some provided by the applicant and others provided by the agency).

Police Pre-Employment Background Investigation (Sworn and Civilian Positions)
For background investigations involving candidates for sworn and civilian positions within the Police Department, consultants must conduct comprehensive investigations that adhere to the guidelines established by the California Commission on Peace Officer Standards and Training (POST). Selected consultants are required to stay apprised of changing POST guidelines, recommendations, and requirements by accessing the POST manual online website at:

https://post.ca.gov/background-investigation-manual-guidelines-for-the-investigator

Consultants are expected to notify designated Human Resources and Police Department staff of any mandated changes to the process.

In addition to the tasks previously mentioned, this type of investigation will require coordination with the City's polygraph examination to schedule appointments/obtain results and compile a listing and photographs of tattoos and piercings.

An eight (8) to ten (10) week turnaround time is expected for each Police Department background investigation; however, extensions may be allowed upon authorization by a designated City representative.

Fire Pre-employment Background Investigations
Pre-employment background investigations for Fire Department applicants will primarily adhere to the same requirements as Police Department applicants with some exceptions to the process. Fire Department applicants will not require a polygraph examination and documentation regarding tattoos and piercings.

A four (4) to six (6) week turnaround time is expected for each Fire Department background investigation; however, extensions may be allowed upon authorization by a designated City representative.

Documentation/Deliverables
Upon completion of background checks, the consultant is expected to provide an executive summary for each applicant, following the format established by the City that includes the following categories:

- Personal History Statement
- Education History
- References (General, Employment, and Resident/Neighbors)
- List of Agencies Applied To (Police and Fire Applicants Only)
- List of Residences
- Employment History
- Financial/Credit History and Responsibility
- Legal, Polygraph Exam Results (Police Only)
- DMV/Driver's History
- Social Media Content
- Tattoos and Piercing Notifications (Photos, Location)(Police Only)

In addition to the executive summary, the Consultant should provide any relevant attachments and backup documents.

The City must receive at least one (1) physical copy of the background investigation but also have the option of receiving an electronic copy (PDF file). Background packets are expected to be delivered using agreed-upon format dividers. Documents shall be in order as provided by the City, and all pages, except for divider pages, should be numbered. The completed background file for each applicant shall be forwarded to the City's Department of Human Resources or designated point of contact.

Consultants must provide monthly updates which list the cases being handled and its status (e.g., name of applicant, position applied for, date investigation started, and notes regarding any missing document/in-progress tasks). This update should be emailed to the City's Department of Human Resources or designated point of contact.

Consultants and all employees with access to City background investigation packets/files may be required to sign a confidentiality agreement provided by the City.

Expedited Services
On occasion, the City may require expedited background investigations for Police and Fire applicants. Upon acknowledging receipt of an expedited service request, consultants must complete the process within four (4) weeks. As part of the response to this solicitation, proposers should detail their capability to provide expedited services and any associated fees.

Qualifications
For the service, the City is seeking consultants with the following minimum qualifications:

- Familiarity with all aspects of POST compliant background investigations including completing thorough interviews of candidates and references, collecting and compiling relevant documents, completing all related categories within the background packet/process, and producing a completed background within a timely manner.
- Investigators must be an employee of the Consultant and licensed as required.

- Minimum five (5) years of experience completing similar work for public agencies in the State of California.

- Demonstrate satisfactory communication skills, including but not limited to report preparation, interviews, and completed background investigation.

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 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 (50%)

a. Thoroughness and understanding of the tasks to be completed
b. Background and experience
c. Knowledge of the City of Montebello
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 services (20%)

Interviews
If necessary, the City may require the top-rated proposers to participate in an interview process. The City will notify proposers selected for the interview via email to schedule a date and time. As part of the interview process, proposers may be required to provide sample backgrounds reports to demonstrate work quality. For any sample report(s) submitted for the City's review, the report should identify a fictitious individual.

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@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 C) 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 their 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 mutual understanding between the City and the Consultant. These changes will be processed by 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 Ex-Parte Communications
Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 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. Make multiple awards;

E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format
Appendix B – References (Complete and return with proposal)
Appendix C – Sample Professional Services Agreement

City of Montebello
Background Investigation Services
RFP No. 24 – 6
Appendix A – Proposal Content and Format

Proposal Content
Consultants 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. The letter of interest must include a commitment to the availability of the vendor 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. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor 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 consultant has performed similar services of similar size, scope, and complexity.

   Using Appendix B – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address 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. The City may contact the individual listed at its discretion.

   Resumes may also be included in this section for any key staff associated with project.

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 vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

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 vendor 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 Consultant. 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, November 2, 2023, at 11:00 AM PDT. 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 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.

City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERNCES

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4170
WITH GALLATIN INVESTIGATIONS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, **2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **GALLATIN INVESTIGATIONS, LLC** (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 pre-employment background investigations; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 6 on September 28, 2023; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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 - 6
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. 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 services in RFP 24 – 6 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 no 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 December 31, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods through, with mutual agreement from 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 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.

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.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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 $2,000,000 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

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 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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	Gallatin Investigations, LLC Lisa Gallatin, Owner 9671 Woodlawn Drive Huntington Beach, CA 92646 (714) 330-2798 Email: lisa@gallatininv.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.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY") ("CONSULTANT")

CITY OF MONTEBELLO **GALLATIN INVESTIGATIONS, LLC**

Lisa Gallatin
Lisa Gallatin (Dec 6, 2023 08:23 PST)

Raul Alvarez, City Manager Lisa Gallatin, Owner

Dec 6, 2023

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-6
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

Exhibit "A"

Response to RFP 24-6

City of Montebello

Request for Proposals Number 24 – 6

For

Pre-Employment Background Investigation Services

Release Date: Friday, September 29, 2023
Due Date: Thursday, October 26, 2023, at 11 a.m. PDT

Proposal From:
Gallatin Investigations LLC
9671 Woodlawn Drive
Huntington Beach, CA 92646
October 22, 2023

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- Lisa K. Gallatin

October 20, 2023

Micah Herd
Senior Management Analyst
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Micah Herd:

Gallatin Investigations LLC is an insured California LLC that provides governmental background services which has been in operation since 2018 and is physically located at 9671 Woodlawn Drive, Huntington Beach, CA 92646. Our phone number is (714) 330-2798. All management of background services is conducted at this location. We provide experienced former law enforcement officers and managers to assist law enforcement and fire agencies with pre-employment background investigations specializing in California Peace Officers Standards and Training (POST) law enforcement backgrounds. Backgrounds are conducted for peace officer applicants, dispatch applicants, non-sworn positions within the police department, and firefighters and/or fire firefighter paramedics., Background investigators are the gatekeepers of the future of your department, and we accept that role in providing you quality candidates to fill your positions.

Gallatin Investigations LLC has experienced investigators with over 40 collective years of experience conducting POST background investigations and fire service background investigations. Lisa Gallatin, the company's owner, is an active member of the California Background Investigator's Association, and is also a member of the California Association of Licensed Investigators. She has maintained her California Private Investigator's license in good standing since 2018. She received her POST Background Investigator's certification in 2003, and continually keeps up to date on current trends in background investigations through updates and ongoing training. Ms. Gallatin is a retired police officer having served 27 years of service collectively with the Los Angeles County Sheriff's Department, El Segundo Police Department, and Huntington Beach Police Department.

All background investigators assigned to conduct background investigations have completed the P.O.S.T. Background Investigator's Course. Investigators either have their own Private Investigator's license, or are actively working towards obtaining their license while working under the license of Gallatin Investigations LLC.

We respectfully present this bid in response to your request for proposal for background investigation services for the City of Montebello, which will be valid for a period of 180 days. The following pages outline the scope of the services requested by the City of Montebello, background and project summary, methodology, staffing, qualifications, fee proposal, and mission statement. Should a contract be awarded, Gallatin Investigations LLC agrees to enter into a Hold-Harmless Agreement with the City of Montebello. Additionally, this letter serves as an official statement that Gallatin Investigations LLC does not have any conflict of interest with the City of Montebello, the Montebello Police Department,

or the Montebello Fire Department. There is no financial, business, or other relationship with the City or any of its divisions which would impact the selection process.

Sincerely,



Lisa Gallatin
Owner/Qualified Manager
PI #188529
GALLATIN INVESTIGATIONS, LLC

GALLATIN INVESTIGATIONS LLC
LISA GALLATIN
O: 714-330-2798 | F: 562-683-0451 | EMAIL: LISA@GALLATININV.COM

October 20, 2023

Micah Herd
Senior Management Analyst
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Micah Herd:

Gallatin Investigations LLC is a limited liability company that provides governmental background services and has been in operation since 2018. We provide experienced former law enforcement background investigators to assist law enforcement agencies and fire departments with pre-employment background investigations, specializing in California Peace Officers Standards and Training (POST) law enforcement backgrounds. Backgrounds are conducted for peace officer applicants, dispatch applicants, and all other non-sworn positions within the police department. We also provide background investigative services for municipal agencies in their hiring of fire fighters, paramedics, and non-public safety employees. Background investigators are the gatekeepers of the future of your department, and we accept that role in providing you quality candidates to fill your positions.

Gallatin Investigations LLC has experienced investigators with over 40 collective years of experience conducting POST background investigations. Lisa Gallatin, the company's owner, is an active member of the California Background Investigator's Association, and is also a member of the California Association of Licensed Investigators. She has maintained her California Private Investigator's license in good standing since 2018. She received her POST Background Investigator's certification in 2003, and continually keeps up to date on current trends in background investigations through conferences, updates, and ongoing training. Ms. Gallatin is a retired police officer having served 27 years of service collectively with the Los Angeles County Sheriff's Department, El Segundo Police Department, and Huntington Beach Police Department.

Background and Project Summary

Gallatin Investigations LLC understands the scope of the requested services and will complete background investigations in compliance with SB2 and the California POST Background Investigation Manual, and will be formatted accordingly and in compliance with your requirements and mandatory POST guidelines. Gallatin Investigations LLC is prepared to offer the services as outlined below:

1. Conduct an applicant interview and review the PHS, PIQ, and other documents provided to the investigator by the agency and/or applicant.
2. Contact applicant's previous employer(s) to review personnel files, background files if applicable, and interview previous supervisors and coworkers.
3. Contact applicant's current employer to review personnel files, background files if applicable, and interview supervisors and coworkers.
4. Contact/visit other police agencies where the applicant has applied to review background files and interview background investigator.
5. Conduct records checks and social media searches if not done by the agency.
6. Contact family, personal references, and secondary references.
7. Conduct neighborhood check(s) at the applicant's current and previous residence(s) to interview neighbors and landlords if applicable.
8. Prepare written reports for each contact made.
9. At the end of the background investigation, prepare a written summary based on California POST guidelines as outlined in the POST Administrative Manual and POST Commission Regulation 1953.

Methodology

Gallatin Investigations LLC will use the following approach to accomplish your hiring goals and expectations:

We shall provide investigative services on an as needed basis. We shall conduct a comprehensive background investigation using current guidelines, technology, recommendations and requirements, Personal History Statement, pre-investigative questionnaire, polygraph, and other required documents as provided by the agency.

Lisa Gallatin will be the liaison with the department and will keep the department apprised of the progress of the background and notify our contact person immediately upon learning of any potentially disqualifying information. If preliminary concerns warrant a disqualification per the department liaison, a concerns report, delineating the questionable POST Dimensions, will be submitted for review. Backgrounds will be assigned to investigators based on their availability, caseload, and ability to complete the case in a timely manner. Upon completion of the background, the investigator will submit the completed report and background packet to the department liaison. We understand the importance of thorough report writing and complete background packets, and pay a great deal of attention to all files; especially those that will be subject to POST audits.

The applicant's past employment, current employment, and their employment status will be verified for the minimum of 10 years for sworn and 7 years for all other positions. The investigation shall document any terminations, discipline, tardiness, and if the applicant is eligible for rehire. Detailed information will be provided to the department in the event an applicant has been terminated, failed probation, or rejected by another agency. Interviews will be conducted with all previous and current supervisors and coworkers.

The background investigator will perform residence/neighborhood inquires for each applicant.

The investigator will perform agency checks where each applicant has applied. If a previous background investigation has been conducted and a file is available, a review of that file will be conducted. The background investigator for that department will also be interviewed if they can provide valuable information to the current investigation.

Gallatin Investigations LLC will make all reasonable efforts to contact the applicant's references, current and former neighbors, landlords, roommates, spouses and/or former spouses, dating/domestic partners (current and former), and secondary references developed by the investigator. Investigators shall demonstrate due diligence in contacting every person that needs to be contacted.

Background investigators will complete an overall detailed summary delineating the following areas:

- Summary of family, personal references, and secondary references
- Summary of employers
- Summary of residences
- Summary of criminal history
- Summary of any agency where the applicant has been in backgrounds
- Summary of the applicant's behavior, reputation, demeanor, hobbies, social media, etc.

All background investigations shall be completed to the satisfaction of the department. Any issues or concerns will be addressed accordingly between Lisa Gallatin and the appointed liaison.

Gallatin Investigations LLC will be able to provide a 6-8 week turnaround on completion of most backgrounds. Extensions are allowed upon authorization by the liaison for extenuating circumstances or applicants with an extremely lengthily life history.

At the conclusion of any investigation, Gallatin Investigations LLC shall adhere to the following policies and procedures:

1) All documents from any investigation will remain the property of the City of Montebello.
2) Gallatin Investigations LLC will complete a new and complete investigation on any applicant that has previously been investigated by either our company, or another agency or contractor.
3) Gallatin Investigations LLC will not share information with any other agency regarding investigations completed by our company for the City of Montebello without prior authorization and/or a notarized waiver.

Staffing Resources

Gallatin Investigations LLC is a small, personal company and will work tirelessly to meet your hiring goals. We give individual attention to our clients, and our mission is to prioritize quality over quantity.

The Project Manager, Lisa Gallatin, is a retired police officer with 27 years of sworn law enforcement experience. Investigator Gallatin's last assignment prior to retiring was Background Division Coordinator/Investigator. In 2017, she was awarded the City of Huntington Beach Mayor's Award for Outstanding Public Service (exceeding hiring goals). Since retiring in 2018, Ms. Gallatin has focused exclusively on pre-employment law enforcement and fire background investigations. She is a POST certified Background Investigator and is a licensed California Private Investigator. She is a member of the California Background Investigator's Association and the California Association of Licensed Investigators. Investigator Gallatin has a Bachelor of Science in Criminal Justice from California State University, Long Beach, and a Master of Arts in Criminology from Chapman University. Her resume and license are attached.

Background Investigator Rachel Archambault is a retired police officer with 25 years of sworn law enforcement experience with the Westminster Police Department. Investigator Archambault's last assignment was Background Division Coordinator and Training Officer. Investigator Archambault is a POST certified Background Investigator and is a licensed California Private Investigator. She is a member of the California Background Investigator's Association and the California Association of Licensed Investigators. Ms. Archambault is a graduate of the Vollmer Institute and has her certification in Polygraph Education. Her certification covers both criminal and pre-employment polygraph examinations. Ms. Archambault's polygraph services are mobile, and she is available to not only conduct background investigations, but also to conduct polygraph examinations should the department also have that need. Ms. Archambault charges $250 for pre-employment polygraph exams and $150 for specific issue polygraph exams. Her resume and credentials are available upon request.

Background Investigator Dennis Fulton is a retired police officer with 30 years of sworn law enforcement experience; most of which were with the Huntington Beach Police Department. Investigator Fulton has worked various assignments including Field Training Officer, Firearms Instructor, Range Master, Traffic, and is a licensed Hostage/Crisis Negotiator for the State of California. Investigator Fulton has a Bachelor of Science in Criminal Justice from California Coast University. He is a POST certified Background Investigator, a licensed California Private Investigator, and a member of the California Association of Licensed Investigators. Investigator Fulton's resume and credentials are available upon request.

Background Investigator Craig Junginger is a retired police captain with 40 years of sworn law enforcement experience; most of which were with the Huntington Beach Police Department. Investigator Junginger has worked various assignments throughout his career including Internal Affairs, K-9, SWAT, Narcotics, Vice, Motors, and Backgrounds/Personnel to name a few. After retiring from the Huntington Beach Police Department in 2008, Investigator Junginger was hired as the Chief of Police for the Gresham Police Department in Oregon. He then went on to serve as interim Chief of Police for two local law enforcement agencies. Investigator Junginger is a POST

certified Background Investigator, a licensed California Private Investigator, and a member of the California Association of Licensed Investigators. Investigator Junginger's resume and credentials are available upon request.

Background Investigator Chris Filicicchia is a retired police sergeant with 31 years of sworn law enforcement experience with the Huntington Beach Police Department. Investigator Filicicchia worked personnel and backgrounds during his career; as well as many other assignments including Field Training Officer, Motors, Detectives, and Beach Patrol Detail. Investigator Filicicchia is a POST certified Background Investigator, a licensed California Private Investigator, and a member of the California Association of Licensed Investigators. Investigator Filicicchia's resume is available upon request.

Background Investigator Jon Haught is a retired police captain with over 31 years of sworn law enforcement experience with the Huntington Beach Police Department. Investigator Haught worked various assignments before retiring including Patrol, Traffic, Internal Affairs, SWAT, Special Investigations, Narcotics, Gangs, and as a detective for the Orange County Auto Theft Task Force. As a police manager, he had the opportunity to oversee operations within several different divisions. Investigator Haught is a POST certified Background Investigator, a licensed California Private Investigator, and a member of the California Association of Licensed Investigators. His resume is available upon request.

Rafael Mena is a police officer and background investigator with the Huntington Beach Police Department. Investigator Mena is a POST certified Background Investigator and a member of the California Background Investigator's Association. He is biliteral and bilingual in English and Spanish, and serves as our company's interpreter when needed. We are finding that many of our applicant's extended family, parents, neighbors, etc. are Spanish speaking, and we rely on Investigator Mena to interview individuals who either do not speak English, or prefer Spanish. This is available to no extra charge.

Qualifications

Gallatin Investigations LLC has been in operation since 2018. It is licensed and in good standing with the California Bureau of Investigative Services (PI#188529) and is a limited liability company registered through the California Secretary of State. The owner, Lisa Gallatin, has been conducting background investigations since 2003. Shortly after she retired from the Huntington Beach Police Department in June of 2018, she began doing them as a contract background investigator. Since that time, she has conducted background investigations for numerous agencies including Huntington Beach Police Department, Fountain Valley Fire Department, Westminster Police Department, El Segundo Police Department, Irvine Police Department, Orange County District Attorney's Office, and Orange County Fire Authority to name a few. Her current clients include Manhattan Beach Police Department, Hermosa Beach Police Department, Inglewood Police Department, City of Fountain Valley, Fountain Valley Fire Department, UCLA Police Department, Hawthorne Police Department, and South Gate Police Department.

Our investigators are trained and have experience in using the background investigation software eSOPH. Should your agency elect to use that service in the future, we are able to accommodate the transition.

Law enforcement references who may be contacted to verify listed experience include:

- Human Resources Director Carrie Hanes – City of Fountain Valley (714) 593-4462 Email: carrie.hanes@fountainvalley.org
- Background Investigator Bernard Atkins – Huntington Beach Police Department (714) 536-5936 Email: batkins@hbpd.org
- Sgt. Eric Atkinson – El Segundo Police Department – (310) 766-3535 Email: eatkinson@elsegundopd.org
- Sgt. Joe Poelstra – Hermosa Beach Police Department – (310) 318-0310 Email: gpoelstra@hermosabeach.gov
- Retired Chief of Police Chuck Hookstra – Oxnard Police Department – (805) 207-4741 Email: chookstra@sintragroup.com
- Retired Captain Chuck Thomas – Huntington Beach Police Department - (714) 608-5951 Email: chuck.thomas@cox.net
- Retired Chief of Police Robert Handy – Huntington Beach Police Department – (714) 916-7436

Additional references available upon request. Appendix B has also been provided.

Fee Proposal

Gallatin Investigations LLC follows industry standard with most vendors providing law enforcement background services by charging a flat rate for background services.

The following fees apply for 3 years as follows for all positions:

- Total All-Inclusive Not-To-Exceed Maximum Price **per case** - $1750*

If a situation arises where a partial background is conducted due to early disqualification, withdraw, etc., or there is significant travel time, a pay schedule is as follows:

- $85 per hour

Significant travel time includes any travel necessary to complete a background investigation which causes an investigator to have to travel over 60 miles (one way) to any given location.

Out of state / out of area cases are not included in this pay schedule and would be negotiated on a case-by-case basis. Out of state / area backgrounds are not cost effective for independent contractors, and we recommend having a department representative conduct out of area/state backgrounds if possible. If we are required to conduct such an investigation, the rate is $3500 per case plus travel. Reimbursable expenses (flight, food, rental car, hotel, etc.) would be pre-

authorized by the City and the investigator would not make any travel related plans until given specific approval by the City.

Expedited backgrounds are negotiable and not always possible. We will make every attempt to provide an expedited background investigation for $2000 per case. We will not, however, jeopardize the integrity or quality of our cases in attempt to rush a background investigation. If an applicant has a lengthy life history, numerous residences, and/or has other background files to review at various agencies, we reserve the right to deny the request. Expedited backgrounds are defined as any due date which is four weeks or less from the time the case is assigned.

Mileage is billed using the current IRS standard mileage rate and is billed at the completion of each background. Mileage will not be billed for picking up or dropping off background packets.

POST background investigations (police officers, police recruits, academy trained, police dispatchers) will be delivered to the agency in the form of a binder and official POST tabs. If the agency does not provide these items, they will be billed to the agency at the following rates:

Binders: $6
POST Tabs: $5

Reimbursement requested shall include detailed information including description, date of the expense, business purpose, and amount. Travel related expenses (including hotels, rental cars, flights) shall be reimbursed at direct cost.

*This is the maximum price for a background investigation. Mileage is added to this amount, as are binders and tabs if they are required.

Mission Statement

It is our primary goal to provide you with quality applicants that will meet your expectations and be successful in the position for which they have applied. We vet individuals using not only POST guidelines and dimensions, but also your expectations and needs based on the culture and personality of your agency. No two agencies are alike, and we take that into consideration when conducting personalized investigations. Gallatin Investigations LLC cannot accommodate the quantity of cases when compared to some of our larger competitors, but we guarantee the quality of every investigation. We take the time to get to know each applicant, and will provide a thorough and personalized assessment on every potential employee.

Respectfully,



Lisa Gallatin
Owner / Qualified Manager

Lisa Gallatin

Gallatin Investigations LLC
PI License #PI 188529 714/330-2798 lisa@gallatininv.com

Objective

- I am an experienced background investigator with over 20 years of experience conducting POST background investigations on both sworn and civilian personnel. I have handled thousands of cases and routinely managed a caseload of 50+ backgrounds for the Huntington Beach Police Department. I have overseen the HBPD Personnel/Background Division and supervised as many as 15 independent background investigators. My objective is to provide background investigative services, and assist police and fire agencies in hiring quality candidates.

Education

- Grand Junction High School – Grand Junction, CO
- California State University, Long Beach – Bachelor of Arts, Criminal Justice – Honors
- Chapman University – Master of Arts, Criminology

Personal Attributes

- Reliable
- Organized
- Experienced
- Thorough
- Intuitive
- Dedicated

Awards / Leadership

- 1993 : Orange County Sheriff's Academy Class #111 / Class President
- 1999 : HBPD Community Liaison Team Award for Exemplary Service
- 2002 : Huntington Beach Police Department / Non-Uniform Officer of the Year
- 2017 : Mayor's Award / Outstanding Public Service (exceeding hiring goals)
- Additional commendations available upon request.

Employment

- Los Angeles County Sheriff's Department / Reserve Deputy Sheriff (1991 – 1993)
- El Segundo Police Department / Police Officer (1993 – 1995)
- Huntington Beach Police Department / Police Officer - Patrol, DARE, Budget and Research, Executive Protection Team, ACT Instructor, Vice, Personnel Officer, Background Investigator, Background Division Coordinator, Recruiter (2003 – 2018)
- Gallatin Investigations LLC / Owner / Quality Manager and Investigator (2018 – Present)
- Norman A Traub & Associates / Law Enforcement Background Investigator (2018 – Present)
- Beard Investigations LLC / Law Enforcement Background Investigator (2018 – Present)
- JoeMar Investigative Services / Law Enforcement Background Investigator (2018 – 2020)
- The Sintra Group / Law Enforcement and Fire Background Investigator (2018 – 2020)
- Advanced Background and Polygraph Services / Background Investigator (2020– 2021)
- JL Group / Law Enforcement Background Investigator (2020 – 2021)
- S2 Performance Training / Instructor and Law Enforcement Preparedness Advisor (2018 – Present)

Gallatin Investigations LLC Lisa@gallatininv.com

December 1, 2023

Micah Herd
Senior Management Analyst
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Micah Herd:

This letter is to serve as a request to adjust the price proposal on the Gallatin Investigations LLC bid dated October 22, 2023. Upon obtaining a better understanding of the City's needs during my interview on November 30, 2023, I find it necessary to revise my pricing/fees. I understand this revision may affect the award offer.

The City of Montebello, specifically the Fire Department, has confirmed Gallatin Investigations LLC will be responsible for the intake process for each applicant. This was not accounted for, and not included in the initial proposal as it is not the industry standard. As you can see on page 6 of the proposal, I outlined the services that are included in the proposal's fee. This was done with the understanding that the background documents would have already been collected by department personnel, and given to us when the background is assigned. Necessary documentation and/or tasks required in an intake session typically includes a Personal History Statement (33 pages), pre-employment questionnaire, notarized release wavier, social security card, driver's license, birth certificate, divorce degree, military documents, credit report, driving record, proof of auto insurance, applicable POST or fire certificates, verifying and stamping all originals, photocopies, compile packets, etc. On average, intake responsibilities take roughly 2 hours. If awarded this contract, Gallatin Investigations LLC can take on this additional task at the below listed rate, which would be in addition to the price per investigation:

- Intake Process : $175

In addition to adding to the fee, I would like you remind you that we cannot start a background until the applicant has turned in their background documents, especially the Personal History Statement (PHS). The PHS is a lengthy document that requires the applicant to go back at least 10 years and document every step of their lives, obtain contact information for people with whom they have long lost touch, research former addresses, housemates, etc. It can take time, and we encourage each applicant to submit a thorough and complete document. As a result, they are typically given at least 7 days to complete the PHS. With that said, we would begin our clock in terms of due dates when the applicant has submitted their Personal History Statement and their notarized wavier giving us the legal authority to delve into their background.

Thank you for considering this request and revision. I look forward to hearing from you, and am confident you will be satisfied with our services should you elect to proceed with the award.

Sincerely,



Lisa Gallatin
Owner/Qualified Manager
PI #188529
GALLATIN INVESTIGATIONS, LLC

MONTEBELLO
ELEVATE

City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERNCES

Entity Name Hermosa Beach Police Department

Business Address 540 Pier Avenue, Hermosa Beach, CA 90254

Name of Contact Sgt. J. Poelstra

Title Contact Personnel Sergeant

Telephone Number of Contact 310/318-0310

Email of Contact gpoelstra@hermosabeach.gov

Description of Project Pre-Employment background investigations (Police)

Date of Service Current

Entity Name City of Fountain Valley

Business Address 10200 Slater Avenue, Fountain Valley, CA 92708

Name of Contact Carrie Hanes

Title Contact Human Resources Director

Telephone Number of Contact 714/593-4462

Email of Contact carrie.hanes@fountainvalley.org

Description of Project Pre-Employment background investigations (Fire)

Date of Service Current

Entity Name El Segundo Police Department

Business Address 245 Main Street

Name of Contact Sgt. Eric Atkinson

Title Contact Personnel Sergeant

Telephone Number of Contact 310/524-2214

Email of Contact eatkinson@elsegundo.org

Description of Project Pre-Employment background investigations (Police)

Date of Service Current

Exhibit "B"

SCHEDULE OF COMPENSATION

Effective Date – June 30, 2024	**$25,000**
July 1, 2024 – June 30, 2025	**$50,000**
July 1, 2025 – June 30, 2026	**$50,000**
July 1, 2026 – December 31, 2026	**$25,000**
Extension options	
January 1, 2027 – June 30, 2027	**$25,000**
July 1, 2027 – June 30, 2028	**$50,000**
July 1, 2028 – December 31, 2028	**$25,000**

An additional $25,000 per fiscal year (July – June) may be added with approval from the City Manager.

LG
LG

Exhibit "C"

LIVE SCAN FINGERPRINTING REQUIREMENT

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 may be required to obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work on-site.

Agr. No. 4170 - Gallatin Investigations

Final Audit Report 2023-12-06

Created:	2023-12-05
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS0atf3GyNDwGOU6HQbVR309FkSTBDjVQ

"Agr. No. 4170 - Gallatin Investigations" History

Document created by Micah Herd (mherd@montebelloca.gov)
2023-12-05 - 6:33:22 PM GMT

Document emailed to Lisa Gallatin (lisa@gallatininv.com) for signature
2023-12-05 - 6:35:13 PM GMT

Email viewed by Lisa Gallatin (lisa@gallatininv.com)
2023-12-06 - 4:23:00 PM GMT

Document e-signed by Lisa Gallatin (lisa@gallatininv.com)
Signature Date: 2023-12-06 - 4:23:26 PM GMT - Time Source: server

Agreement completed.
2023-12-06 - 4:23:26 PM GMT

Adobe Acrobat Sign

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4168
WITH TRAVIS INVESTIGATIONS

THIS PROFESSIONAL SERVICES T (" greement") is made and entered into on _____, **2024** (" ffective ate"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "C T ") and **TRAVIS INVESTIGATIONS** (the "CONSULTANT") The CITY and the CONSULTANT are sometimes referred to herein individual as the " arty " and ointly as the " arties "

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide pre-employment background investigations; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 6 on September 28, 2023; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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 - 6
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. 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 ocuments " n 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 services in RFP 24 6 and consultant's responses, as such is set forth fully in **Exhibit " "** 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 " "** hereto and incorporated fully herein by this reference (hereinafter " rofessional Services")

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation") The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a ritten " otice to roceed" (as further defined below) by the CITY and shall expire on December 31, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods through, with mutual agreement from 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 roceed issued by C T '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.

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 C T 's City Manager (the "City anager").

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.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. f the C S LT T is a California ublic mployees' Retirement System ("Cal S") 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 $2,000,000 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

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 C T '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 C T 's isk anager 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 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. ATTORNE 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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	Travis Investigations Jeff Travis, Owner 7045 Mariner Way Long Beach, CA 90803 (562) 881-2999 Email: travisinvestigations4@gmail.com

An electronic communication ("**Electronic Notice**") shall be deemed ritten 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.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the roposal (hibit " ") and greement may be e tended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("C T ")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("C S LT T")

TRAVIS INVESTIGATIONS

Jeff Travis
Jeff Travis (Dec 5, 2023 13:18 PST)

Jeff Travis, Owner

Dec 5, 2023

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A Response to RFP 24-6
- Exhibit B Schedule of Compensation
- Exhibit C Live Scan Fingerprinting Requirement

Exhibit " "

Response to RFP 24-6

Travis Investigations

Jeff Travis, Owner/Qualified Manager
California Private Investigator #PI118215

October 21, 2023

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Dear City of Montebello,

My name is Jeff Travis and I am a retired Police Captain with more than 30 years of law enforcement experience. After retiring from law enforcement in 2015, I spent more than five years as a background investigator for the Long Beach Police Department, completing hundreds of public safety background investigations. I also sub-contracted with RCS Investigations and completed hundreds of public safety backgrounds; police and fire for several law and enforcement and fire agencies in the Southern California area.

For nearly two years, I have been the background investigator for the Montebello Police Department. I have provided excellent service to the department and all of my work has been completed in less than six weeks. I have submitted complete reports that have been audited by California POST and passed each audit. I have taken great pride in service the Coty of Montebello with my work product, timeliness and availability to my assigned liaison, Sergeant Fernando Valle.

For nearly a year now I have also completed background investigations for the Montebello Fire Department through Human Resources and believe my service to the fire department has also been excellent in regards to quality, timeliness and responsiveness to the City.

I am submitting this proposal in an effort to continue serving the City of Montebello as their contract background investigator.

Sincerely,

Jeff Travis
Travis Investigations
562-881-2999

Proposal for Public Safety Personnel Background Investigation Services

City of Montebello

RFP #24-6

October 21, 2023

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Appendix C – Travis Investigations Reference Questionnaire (used to conduct and complete interviews with personal references and family members)

Appendix D – Travis Investigations Employment Questionnaire (used to complete interviews with past and present work references)

Appendix E – Travis Investigations Neighbor Questionnaire (used to complete interviews with past/present neighbors, property manager etc.)

Proposal for Public Safety Personnel Background Investigation Services

City of Montebello

RFP #24-6

October 21, 2023

• BUSINESS INFORMATION

Travis Investigations has provided background investigative services to several police and fire departments in the Southern California region since 2020. The company has earned a solid reputation with police and fire managers throughout the area. As a former law enforcement manager and supervisor, Travis Investigations understands the importance of the background process and the responsibility associated with submitting a thorough and complete work product.

Travis Investigations will provide a confidential and ethical work product within the agreed timeframes in the 'RFP.' Travis Investigations will provide the client with impartial and comprehensive background reports, which meet or exceed the requirements established by the California Commission for Police Officer Standards and Training [POST].

Travis Investigations promises to provide all services in a professional manner and in compliance with applicable laws, as well as in a manner according to the standards and ethics of the industry as established by the California Department of Consumer Affairs-Bureau of Investigative Services.

• EXPERIENCE/QUALIFICATIONS INFORMATION

Travis Investigations has provided a variety of administrative and background investigative services to several different public agencies throughout California since 2020. Travis Investigations is an insured company, whose owner is a retired law enforcement professional with over 30 years of experience working in the public sector.

The designated 'Project Manager' from Travis Investigations is Jeff Travis, who is a licensed private investigator and designated qualified manager through the State of California. Jeff Travis retired in good standing as a police captain, from the Bell Gardens Police Department with the following employment history:

During the course of his law enforcement career, Jeff Travis conducted a variety of investigations including homicides, robberies, aggravated assaults, criminal conspiracies, narcotic offenses and property crimes.

Since retiring, Jeff Travis has conducted hundreds of complex and sensitive administrative investigations for public agencies throughout California. Since 2015, Jeff Travis has conducted and/or supervised hundreds of background investigations for police officers and firefighters. Jeff

Travis will serve as the primary point of contact and can be reached at or directly by phone at 562-881-2999.

Travis Investigations currently serve as background investigators for several police and fire departments throughout Southern California. Travis Investigators are thoroughly versed with POST regulations and the requirements associated with completing law enforcement backgrounds checks.

- Travis Investigations has continually performed background investigative services for numerous public agencies since 2020 and continues to do so on a regular basis. The company has earned a strong reputation with police and fire managers, as well as with Human Resources Department representatives throughout the region.

- Travis Investigations and associates stay current on matters relating to background investigations by performing various tasks on a regular basis and working with representatives from police and fire agencies throughout the region. Additionally, Travis Investigators periodically receive training made available through the California Background Investigators Association. Travis Investigations reviews updates and information provided by various sources relating to background and administrative investigations. Travis Investigation partners also receive feedback from public agency clients relating to work performed and disseminate the information to sub-contractors associated with the firm. Travis Investigations ensure compliance with required standards by reviewing background reports and files prepared by each of the subcontractors. All Travis Investigations and associates that perform 'peace officer' backgrounds will have completed the P.O.S.T. certified 40-hour background course by July 1, 2023, as mandated.

- **PROJECT APPROACH/METHOLOGY**

Travis Investigations is submitting a proposal to the City of Montebello for public safety (police and fire) background investigations. Our mission is to provide our clients with a quality, confidential and ethical work product. Travis Investigators will conduct a comprehensive background investigation covering all areas defined in the 'Scope of Services' and as mandated by the California Commission on Police Officer Standards and Training.

Travis Investigations will submit a completed work product within four to six weeks from the time of receipt from the Montebello Police Department, and four weeks for the Montebello Fire Department. Furthermore, Travis Investigations will provide a partner [Jeff Travis] from the firm to serve as a point of contact as needed by the City of Montebello.

Travis Investigations uses a standard approach for conducting all police background investigations as generally defined by the California Commission for Peace Officer Standards and Training. All background investigations [unless designated otherwise] for the Montebello Police Department will be conducted using a standard approach and include the following: Interviews with the applicant; interviews with personal and professional references; interviews with neighbors; a full vetting out of the applicants Personal History Statement [PHS] and or Pre-Investigation Questionnaire [PIQ]; follow-up interviews; driving history; local law enforcement checks;

education verification; citizenship and age verification; military history/verification; dissolution of marriage verification; employment history checks; and public social media/Google inquiries.

Travis Investigations will conduct interviews with employers and references respective to the applicant's ability to identify and solve problems; use of illegal drugs; domestic violence; illegal activity; prejudicial behavior, ability to learn and multi-task. memory retention; communication skills; work ethic; decision making; risky behavior; temperament; interpersonal skills; teamwork; dependability; honesty; integrity; sexually harassing behavior; discipline; social media; and ability to follow directions.

Travis Investigations will specifically conduct the following work practices as part of the background process for the Montebello Police and Fire Departments:

- Conduct a preliminary review of the documents provided for the background process.
- Conduct a full review of the Personal History Statement (PHS) and identify pertinent concerns and responses from the applicant in the background report.
- Verify the applicant's name, date of birth, and citizenship by using approved forms of documentation.
- Verify marital status by reviewing marriage certificates and divorce dissolutions. Interview current spouses and ex-spouses on an as needed basis.
- Conduct interviews with personal references, landlords, family members, neighbors and dating partners.
- Verify the applicant's educational background through official documents.
- Conduct a residence check to confirm appropriate living conditions.
- Review the applicant's driving history via existing databases.
- Review the applicant's military history and verify service status through accepted government documents.
- Review the applicant's credit history, (except for fire applicants), identify past financial issues, and confirm their current payment status.
- Send local agency check letters to locations where the applicant has worked or resided in the past several years. Review Department of Justice and Federal Bureau of Investigation returns for any indication of criminal history or disqualifying information.
- Conduct public Google and social media searches within the confines of California law.
- Provide a comprehensive report addressed to the Chief of Police to include the areas defined in the 'Scope of Services.'
- Submit the background file within six weeks after receipt from the Montebello Police Department and four weeks for Montebello Fire Department.

REFERENCES

Travis Investigations has conducted background investigations for the Montebello Police Department since February 2020 to the present. Sergeant Fernando Valle can be contacted at 323-816-3431.

Travis Investigations has conducted background investigations for the Montebello Fire Department from January 2023 to the present. Gina Skibar, Human Resources can be contacted at 949-371-7995.

Travis Investigations has conducted background investigations for the City of El Segundo Fire Department since March 2022, as well as conducted City executive management backgrounds. Human Resources Director Rebecca Redyk can be contacted at 310-524-2335

Travis Investigations has conducted background investigations for the Whittier Police department since January 2023. Lieutenant David Elizarreres can be contacted at 562-567-9201.

Travis Investigations conducted background investigations for the Monterey Park Police Department from 2020 to 2023. Lieutenant Paul Villalobos can be contacted at 626-945-7099.

PRICING PROPOSAL

There will be no travel costs or mileage billed to City of Montebello for work conducted in the Southern California area. Any incidental travel costs outside of the Southern California area must be pre-approved in advance by the Montebello Police Department.

The City of Montebello will be responsible for incidental costs incurred by Travis Investigations such as airfare, hotels and rental cars, which are the direct result of tasks performed out of the area and at their request. No incidental costs will be billed to the City of Montebello without obtaining their prior approval and consent.

In the event the background investigation is discontinued at the request of the City of Montebello, they will only be billed for a part of the total rate, depending on the percentage of the background process that has been completed.

Part-Time/Extended Part-Time Employees

Travis Investigations will charge a flat rate not to exceed $1,400 for the work specified in the 'Request for Proposal' [RFP] for part-time and extended part-time employees. The work will include an interview with the applicant; home visit; verification of documents, review of pertinent documents; verification of citizenship; verification of employment; reference interviews; employment file reviews if applicable; financial review, local agency checks, and the completion of a report. There will be no mileage charges for work performed in the Southern California area.

Full-Time Professional Staff (Non-Sworn)

Travis Investigations will charge a flat rate not to exceed $1,400 for the work specified in the 'Request for Proposal' [RFP] for full-time professional staff employees. The work will include an interview with the applicant; home visit; review of pertinent documents; verification of citizenship; verification of employment; reference interviews; employment file reviews if applicable; financial review, local agency checks, and the completion of a report. There will be no mileage charges for work performed in the Southern California area.

Police Officer and Dispatcher

Travis Investigations will charge a flat rate not to exceed $1,600 for the work specified in the 'Request for Proposal' [RFP] for full-time police officer and dispatcher. The work will include an interview with the applicant; home visit; contact with neighbors; conduct social media [Google] checks; review of pertinent documents; verification of citizenship; verification of employment; reference interviews; employment file reviews if applicable; financial review, local agency checks, verification of documents; and the completion of a report. There will be no mileage charges for work performed in the Southern California area.

Firefighter

Travis Investigations will charge a flat rate not to exceed $1,600 for the work specified in the 'Request for Proposal' [RFP] for full-time police officer and dispatcher. The work will include an interview with the applicant; home visit; contact with neighbors; conduct social media [Google] checks; review of pertinent documents; verification of citizenship; verification of employment; reference interviews; employment file reviews if applicable; financial review, local agency checks, verification of documents; and the completion of a report. There will be no mileage charges for work performed in the Southern California area.

Conflict of Interest

Travis Investigations has no conflict of interest that would have an impact upon the selection process.

By: Jeff Travis – Owner Travis Investigations

MONTEBELLO
ELEVATE

City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERNCES

Entity Name: Montebello Police Department

Business Address: 1600 West Beverly Bl. Montebello, Ca. 90640

Name of Contact: Sergeant Fernando Valle

Title Contact: Sergeant

Telephone Number of Contact: 323-816-3431

Email of Contact: fvalle@montebelloca.gov

Description of Project: Public Safety Background Investigations

Date of Service: Fennuary 2020-present

Entity Name: Montebllo Fire Department

Business Address: 1600 West Beverly Bl. Montebello, CA 90640

Name of Contact: Gina Skibar

Title Contact: Human Resources

Telephone Number of Contact: 949-371-7995

Email of Contact: gskibar@montebelloca.gov

Description of Project: Public Safety Background Investigations

Date of Service: January 2023-present

Entity Name: Monterey Park Police Department

Business Address: 320 West Newmark Ave. Monterey Park, CA 91754

Name of Contact: Paul Villalobos

Title Contact: Lieutenant

Telephone Number of Contact: 626-945-7099

Email of Contact: pvillalobos@montereypark.ca.gov

Description of Project: Public Safety Background Investigations

Date of Service: January 2020-July 2023

SAMPLE BACKGROUND INVESTIGATION IS CONFIDENTIAL AND WAS REMOVED FROM PROPOSAL FILE

TRAVIS
INVESTIGATIONS

Travis Investigations
California PI License #PI[illegible]215
Travisinvestigations4@gmail.com
562-881-2999

REFERENCE QUESTIONS

APPLICANT: _____

REFERENCE: _____

DATE: _____ **TIME:** _____

Advise the reference being interviewed of the position the applicant is applying for and which department/city. Advise them you are going to ask a series of questions as they relate to his/her potential employment with that agency.

Ask the following questions and document the response.

1. What is your occupation and position? _____
2. How long have you known the applicant? _____
3. How frequently do you have contact with the applicant? _____
4. When was the last time you had contact with the applicant? _____

☐ Y ☐ N 5. Have you ever known the applicant to use drugs, excessive use of alcohol, engage in violent acts or acts of domestic violence, have any association with gangs or gang members, engage in illegal activity or have any prejudices toward others?

_____

☐ Y ☐ N 6. Does the applicant have the ability to identify and solve problems?

_____

☐ Y ☐ N 7. Does the applicant have the ability to learn and multi-task?

_____

☐ Y ☐ N 8. Does the applicant have good memory retention and the ability to follow directions?

_____

☐ Y ☐ N 9. Does the applicant possess good communication skills?

_____

☐ Y ☐ N 10. Does the applicant use common sense when making decisions?

_____

☐ Y ☐ N 11. Does the applicant remain calm in stressful situations? Will the applicant be able to maintain their composure during time crucial and stressful situations?

_____

☐ Y ☐ N 12. Can the applicant avoid unnecessary risky behavior and think before reacting?

_____

☐ Y ☐ N 13. Does the applicant use good logic when making decisions?

_____

☐ Y ☐ N 14. Does the applicant possess good interpersonal skills and have the ability to interact with others in a tactful manner?

_____

☐ Y ☐ N 15. Will the applicant be able to confront and overcome difficult situations and adversity?

_____

☐ Y ☐ N 16. Does the applicant have the ability to interact and work well with others?

_____

☐ Y ☐ N 17. Does the applicant treat others with dignity and respect?

_____

☐ Y ☐ N 18. Is the applicant responsible and timely?

_____

☐ Y ☐ N 19. Is the applicant dependable and diligent?

_____

☐ Y ☐ N 20. Is the applicant honest and trustworthy?

_____

☐ Y ☐ N 21. Does the applicant tolerate or participate in illegal or unethical conduct?

_____

☐ Y ☐ N 22. Does the applicant possess a high degree of integrity?

_____

☐ Y ☐ N 23. Do you consider the applicant to be a mature individual?

_____

☐ Y ☐ N 24. Does the applicant have a good work ethic?

_____

☐ Y ☐ N 25. Can the applicant work within a team environment?

_____

☐ Y ☐ N 26. Have you ever seen the applicant become easily agitated or irritated?

_____

☐ Y ☐ N 27. Does the applicant have a temper?

_____

☐ Y ☐ N 28. Does the applicant have any negative issues related to their temperament?

_____

☐ Y ☐ N 29. Has the applicant ever engaged in any sexually harassing behavior?

_____

☐ Y ☐ N 30. Would you recommend the applicant for the position of

_____ with the _____ Police/Fire Department?

Comments:

_____ _____ _____

Investigator Name **Signature** **Date**

TRAVIS
INVESTIGATIONS

Travis Investigations
California PI License #PI18821S
Travisinvestigations4@gmail.com
562-881-2999

EMPLOYMENT QUESTIONNAIRE

APPLICANT: _____

EMPLOYER: _____

EMPLOYEE INTERVIEWED: _____

DATES APPLICANT EMPLOYED: _____ **THROUGH** _____

DATE: _____

Advise the reference being interviewed of the position the applicant is applying for and which department/city. Advise them you are going to ask a series of questions as they relate to his/her potential employment with that agency.

Ask the following questions and document the response.

1. What is your occupation and position? _____
2. How long have you known the applicant? _____
3. How frequently do you have contact with the applicant? _____
4. When was the last time you had contact with the applicant? _____

☐ Y ☐ N 5. Have you ever known the applicant to use drugs, excessive use of alcohol, engage in violent acts or acts of domestic violence, have any association with gangs or gang members, engage in illegal activity or have any prejudices toward others?

_____

☐ Y ☐ N 6. Does the applicant have the ability to identify and solve problems?

_____

☐ Y ☐ N 7. Does the applicant have the ability to learn and multi-task?

_____

☐ Y ☐ N 8. Does the applicant have good memory retention and the ability to follow directions?

_____

☐ Y ☐ N 9. Does the applicant possess good communication skills?

_____

☐ Y ☐ N 10. Does the applicant use common sense when making decisions?

_____

☐ Y ☐ N 11. Does the applicant remain calm in stressful situations? Will the applicant be able to maintain their composure during time crucial and stressful situations?

_____

☐ Y ☐ N 12. Can the applicant avoid unnecessary risky behavior and think before reacting?

_____

☐ Y ☐ N 13. Does the applicant use good logic when making decisions?

_____

☐ Y ☐ N 14. Does the applicant possess good interpersonal skills and have the ability to interact with others in a tactful manner?

_____

☐ Y ☐ N 15. Will the applicant be able to confront and overcome difficult situations and adversity?

_____

☐ Y ☐ N 16. Does the applicant have the ability to interact and work well with others?

_____

☐ Y ☐ N 17. Does the applicant treat others with dignity and respect?

_____

☐ Y ☐ N 18. Is the applicant responsible and timely?

_____

☐ Y ☐ N 19. Is the applicant dependable and diligent?

_____

☐ Y ☐ N 20. Is the applicant honest and trustworthy?

_____

☐ Y ☐ N 21. Does the applicant tolerate or participate in illegal or unethical conduct?

_____

☐ Y ☐ N 22. Does the applicant possess a high degree of integrity?

_____

☐ Y ☐ N 23. Do you consider the applicant to be a mature individual?

_____

☐ Y ☐ N 24. Does the applicant have a good work ethic?

_____

☐ Y ☐ N 25. Can the applicant work within a team environment?

_____

☐ Y ☐ N 26. Have you ever seen the applicant become easily agitated or irritated?

_____

☐ Y ☐ N 27. Does the applicant have a temper?

_____

☐ Y ☐ N 28. Does the applicant have any negative issues related to their temperament?

_____

☐ Y ☐ N 29. Has the applicant ever engaged in any sexually harassing behavior?

_____

☐ Y ☐ N 30. Has the applicant ever been disciplined or have you ever received a complaint about them?

_____

☐ Y ☐ N 31. Has the applicant used an excessive amount of sick time?

_____

☐ Y ☐ N 32. Does the applicant drive in a responsible manner?

_____

☐ Y ☐ N 33. Would you recommend the applicant for the position of

_____ with the _____ Police/Fire Department?

Comments:

Investigator Name	Signature	Date

TI | TRAVIS INVESTIGATIONS

Travis Investigations
California PI License #PI38215
Travisinvestigations4@gmail.com
562-881-2999

NEIGHBOR'S QUESTIONNAIRE

APPLICANT: _____

NEIGHBOR: _____

NEIGHBOR'S ADDRESS: _____

DATE: _____ **TIME:** _____

Advise the neighbor being interviewed of the position the applicant is applying for and which department/city. Advise them you are going to ask a series of questions as they relate to his/her potential employment with that agency.

First ask the following questions and document the response.

1. How long have you lived in the neighborhood? _____

☐ Y ☐ N 2. Do you know the applicant?

_____

2a. How many months or years? _____

☐ Y ☐ N 3. Is the applicant friendly?

_____

☐ Y ☐ N 4. Is the applicant respectful?

_____

☐ Y ☐ N 5. Have you ever known the applicant to use drugs, excessive use of alcohol, engage in violent acts or acts of domestic violence, have any association with gangs or gang members, engage in illegal activity or have any prejudices toward others?

_____

☐ Y ☐ N 6. Have you seen or heard loud parties at the applicant's house?

_____

☐ Y ☐ N 7. Have you seen the police respond to a complaint at the applicant's house?

_____

☐ Y ☐ N 8. Does the applicant drive his/her vehicle in a safe and responsible manner?

_____

☐ Y ☐ N 9. Do you have any complaints about the applicant?

Comments:

Investigator Name **Signature** **Date**

MONTEBELLO
ELEVATE

City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERNCES

Entity Name Montebello Police Department

Business Address 1600 West Beverly Bl. Montebello, Ca. 90640

Name of Contact Sergeant Fernando Valle

Title Contact Sergeant

Telephone Number of Contact 323-816-3431

Email of Contact fvalle@montebelloca.gov

Description of Project Public Safety Background Investigations

Date of Service Fenruary 2020-present

Entity Name Monteblo Fire Department

Business Address 1600 West Beverly Bl. Montebello, CA 90640

Name of Contact Gina Skibar

Title Contact Human Resources

Telephone Number of Contact 949-371-7995

Email of Contact gskibar@montebelloca.gov

Description of Project Public Safety Background Investigations

Date of Service January 2023-present

Entity Name Monterey Park Police Department

Business Address 320 West Newmark Ave. Monterey Park, CA 91754

Name of Contact Paul Villalobos

Title Contact Lieutenant

Telephone Number of Contact 626-945-7099

Email of Contact pvillalobos@montereypark.ca.gov

Description of Project Public Safety Background Investigations

Date of Service January 2020-July 2023

Exhibit "B"

SCHEDULE OF COMPENSATION

Effective Date – June 30, 2024	**$37,500**
July 1, 2024 – June 30, 2025	**$75,000**
July 1, 2025 – June 30, 2026	**$75,000**
July 1, 2026 – December 31, 2026	**$37,500**
Extension options	
January 1, 2027 – June 30, 2027	**$37,500**
July 1, 2027 – June 30, 2028	**$75,000**
July 1, 2028 – December 31, 2028	**$37,500**

An additional $25,000 per fiscal year (July – June) may be added with approval from the City Manager.

JT

Exhibit "C"

LIVE SCAN FINGERPRINTING REQUIREMENT

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 may be required to obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work on-site.

Agr. No. 4168 - Travis Investigations

Final Audit Report 2023-12-05

Created:	2023-12-05
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWIJfOgKvFY-JkDu-xXXpnXDlbapvOEe8

"Agr. No. 4168 - Travis Investigations" History

Document created by Micah Herd (mherd@montebelloca.gov)
2023-12-05 - 6:28:38 PM GMT

Document emailed to Jeff Travis (travisinvestigations4@gmail.com) for signature
2023-12-05 - 6:30:38 PM GMT

Email viewed by Jeff Travis (travisinvestigations4@gmail.com)
2023-12-05 - 9:14:13 PM GMT

Document e-signed by Jeff Travis (travisinvestigations4@gmail.com)
Signature Date: 2023-12-05 - 9:18:53 PM GMT - Time Source: server

Agreement completed.
2023-12-05 - 9:18:53 PM GMT

Adobe Acrobat Sign

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4169
WITH TRUVIEW BSI, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, **2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **TRUVIEW BSI, LLC** (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 pre-employment background investigations; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 6 on September 28, 2023; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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 - 6
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. 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 services in RFP 24 – 6 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 no 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 December 31, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods through, with mutual agreement from 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 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.

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.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

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 $2,000,000 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

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 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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	TruView BSI, LLC William Manning, Chief Revenue Officer 444 Huntington Drive, Suite 305 Arcadia, CA 91006 (516) 289-0275 Email: wmanning@truviewbsi.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.

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY") ("CONSULTANT")

CITY OF MONTEBELLO **TRUVIEW BSI, LLC**

Raul Alvarez, City Manager

Nick Auletta (Dec 11, 2023 12:19 EST)
Nicolas M. Auletta, President
Dec 11, 2023

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-6
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement
- Exhibit D – TruView End User Agreement

Exhibit "A"

Response to RFP 24-6

October 26, 2023

Micah Herd
Senior Management Analyst
City of Montebello – Department of Finance/Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640

RE: RFP No. 24-6, Pre-Employment Background Investigation Services

Good Afternoon, Mr. Herd:

Please accept our proposal to perform California Commission on Peace Officer Standards and Training-compliant pre-employment background investigations for sworn and unsworn positions in the City of Montebello Police and Fire Departments. We would welcome the opportunity to contribute to the complete success of your background investigations program.

Having carefully reviewed all RFP specifications and requirements, I affirm that TruView meets all qualifications and has the complete capacity—including the investigative expertise and resources, organization, technology, and financial capacity—to perform these services at the highest level in the industry. We achieve Client success by combining modern technology with expert human analysis and unwavering Client responsiveness.

TruView BSI, LLC ("TruView") is a Certified Service-Disabled Veteran-Owned Small Business and Licensed Private Investigator (California PI 188180) that performs contract background screening and investigative services to over 1,200 Clients throughout the United States. With over 17 years of company experience, our staff of over 200 investigators and research analysts perform Client-responsive services from our primary offices in Arcadia, California, and Melville, New York.

TruView is "Born of Tradition, Enabled by Technology, Powered by *People*." Built on strong Client partnerships, we know that hiring qualified employees is critical to the City of Montebello's mission and ability to deliver services in all activities that promote community protection, safety, and public trust. For the past 12 years TruView has performed hundreds of POST-compliant investigations for police departments, correctional institutions, fire departments, and other public safety agencies, with current Clients located in Los Angeles, San Bernardino, Kern, Sonoma, Tuolumne, Stanislaus, San Mateo, and Santa Clara counties.

In addition, as a full-service background screening and investigative services firm, our extensive government/public investigative partnerships include those with Los Angeles Department of Water and Power, Los Angeles City Employees Retirement System, Sacramento Regional Transit District, Sonoma County, Santa Clara County Employees Services Agency, New York State Insurance Fund, City of Phoenix Water Service Department, New York State Office of the State Comptroller, District of Columbia, New York Power Authority, and many more.

TruView's California POST Background Investigations Team is led by Project Manager Frank Montoya and Supervising Investigator Vanessa Ferraro. Frank Montoya has over 30 years of

experience in conducting and supervising complex and routine investigations for California regulatory and consumer protection agencies. For 20 years, he was a Law Enforcement Peace Officer with the California Department of Motor Vehicles Investigations Division, serving as Supervising Investigator II/Area Commander for the Division; as leader of the Midland Command and the California Vehicle Dismantler Industry Strike Team (VDIST), he commanded three district offices, seven sergeants, 28 sworn Investigators, and numerous staff support positions, providing guidance and support on complex case investigations, undercover operations, enforcement activity and execution of search warrants. He is a POST Certified in Background Investigations; he has completed POST Sergeant/ Management Training, has received training in law enforcement and fraud investigation. He holds a firearm permit and he is certified bilingual in Spanish.

Senior Investigator Vanessa Ferraro is a California licensed private investigator with over 13 year of investigative experience in criminal and civil investigations, family law and cold case investigations, and, working closely with victim assistance programs, investigations for District Attorney's Offices on both the East and West Coasts of the U.S. She is POST Certified in Background Investigations and currently conducts POST-compliant background investigations of candidates of California public safety agencies. Vanessa holds a Master of Business Administration and a Bachelor of Arts in Criminology & Justice Studies, and, since 2016, has volunteered as a private investigator for Parents of Murdered Children.

We maintain teams of regional specific POST certified investigators, including highly qualified investigators in Southern California to provide these contract services. Our California Team is fully supported by our Executive Team in TruView's New York Headquarters, which includes Al Murphy, Vice President of Investigations, with a distinguished 20-year law enforcement career (Lt. Commander, ret., New York City Police Department Detective Squad) and 15 years in executive security and government agency investigative positions, including as Operations Manager for the first-ever Consultative Investigative Unit for the New York City Administration for Children's Services.

As Owner and President of TruView, my successful business experience includes 14 years in strategic leadership positions in the security and investigative services industry, prior to which I graduated from the United States Military Academy at West Point; as a U.S. Army Captain, and active-duty Army Infantry Officer (Airborne, Ranger, and Combat Infantryman qualifications), my military experience included three tours and 44 months of deployed time to the Iraq combat zone. I am active in the military and business communities, and in 2022, I received the New York Small Business Champion of the Year Award from the U.S. Small Business Administration.

TruView is a City of Los Angeles Certified Disabled Veteran Business Enterprise and City of Los Angeles Small Business Enterprise. In addition to our Service-Disabled Veteran-Owned Small Business status verified by the U.S. Department of Veterans Affairs, TruView is a New York State Certified Service-Disabled Veteran-Owned Business and maintains similar certifications in other states.

Our firm has the resources and experience to provide the highest-caliber POST background investigation services to the City of Montebello. Our ability to deliver high quality services derives from:

- Personnel of the Highest Caliber—Our expert team includes experienced California POST-certified background investigators with distinguished careers in law enforcement; TruView's fully staffed HR Department has extensive experience in recruiting and hiring investigator workforces in fulfillment of large government contracts. .
- Industry-Leading Client Responsiveness—Our Executive Team and Investigations Manager are always available to Client Agencies and Contract Managers to address any concerns.
- The Right Experience—As a firm, TruView has performed POST-compliant pre-employment background investigations for public safety agencies for over 12 years.
- Quality Control—Our case management practices ensure review and quality control of investigative actions to ensure a complete, well-organized report that meets City time frames. We maintain continual contact with our Clients throughout the process.

TruView complies with all applicable laws and standards, including standards of the Commission on California Peace Officer Standards and Training and California Background Investigators Association, Fair Credit Reporting Act, and the California Investigative Consumer Reporting Agencies Act. We provide thorough, complete, and on-time background investigative reports, as well as additional support, as needed.

We have the organizational and financial resources to staff up for high workloads, expedited investigations, or simultaneous projects, and to increase scalability based on project and contract requirements. Please also note that, should you so require, TruView can utilize electronic background investigation management software used by many police departments, as well as providing completed background investigations in digital format, instead of the traditional binder/paper format. Also, with respect to criminal checks, we utilize reference letters from law enforcement agencies as part of the POST background process, but we can also run our own public records searches, as we have a full-service Background Screening Division.

TruView's California office, located at 444 E. Huntington Drive, Suite 305, Arcadia, CA 91006 (714-512-3412), will manage your account. Our Headquarters Office is at 225 Broadhollow Rd., Suite 304, Melville, NY 11747. We commit to our Team's availability to meet the City's needs for the project, including during service planning period.

I would be happy to discuss how TruView's capabilities and Client-focused approach make us the right partner for the City of Montebello to perform these vital services.

Thank you for your consideration of our proposal.

Sincerely,

Nicholas M. Auletta, CPP
President
TruView BSI, LLC
Office: 516 289-0273 / Fax: 516 289-0273
nmauletta@truviewbsi.com

RFP No. 24-6, Pre-Employment Background Investigation Services for the
City of Montebello Police and Fire Departments:
Proposal of TruView BSI, LLC

Presented to:
Micah Herd
Senior Management Analyst
City of Montebello – Department of Finance/Information Technology

Presented by:
Nicholas M. Auletta
President
TruView BSI, LLC
444 E. Huntington Dr., Suite 305
Arcadia, CA 91006
516-289-0273
nmauletta@truviewbsi.com



A Certified Service-Disabled Veteran-Owned Business

"Born of Tradition. Enabled by Technology. Powered by People."

October 26, 2023

Please Note: This proposal contains confidential and proprietary information, as well as trade secrets, that are protected from public/third-party disclosure under the California Public Records Act.

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1. LETTER OF INTEREST

The Letter of Interest is presented above.

2. PROJECT UNDERSTANDING AND APPROACH

We understand the City of Montebello seeks a highly qualified background investigations firm to conduct State-compliant background investigations as part of the pre-employment screening process for various positions, and that the positions screened through this process are primarily within the City's Police and Fire Departments. We understand the City may occasionally request limited/modified pre-employment screenings for other positions, as needed and in compliance with governing policies and procedures; TruView is fully capable and prepared to perform these services at the highest level.

We understand the City will provide templates for the applicants' Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ), Polygraph Questionnaire (Police applicants only), waivers and releases, and any other required documents. TruView will review these documents as part of its supervisory scope of each case. All investigative procedures ensure compliance with governing policies and procedures and are free of any errors that might compromise the process. TruView's POST Project Manager Frank Montoya will communicate directly with the City's designated points of contacts both at the beginning and throughout the investigative process and will notify the City of any information that would immediately disqualify the applicant from employment (in which costs for the case will be pro-rated).

We understand that a summary of tasks for background investigations will include:

- TruView will conduct an in-person interview with each applicant and provide written documentation regarding findings.
- TruView will obtain a copy of the applicant's proof of eligibility to work in the United States and include a copy of with report.
- TruView will obtain documentation for age verification for position specific employment which requires applicants to at least 21 years of age at the time of employment. Provide a copy with report.
- TruView will perform criminal records inquiries for each applicant (mail inquiries will be sent to every City, county, and college law enforcement agency where the applicant lived, worked, and attended college). Any returns received after the file has been submitted to the City shall be returned to the City for inclusion.
- TruView will perform reference inquiries for each applicant (all references listed on PHS and any secondary references identified by the investigator). Three (3) documented attempts shall be made. Mail inquiries will be sent after three (3) failed phone contact attempts. Any returns received after the file has been submitted to City shall be returned to the Agency and address provided in the RFP/contract.
- TruView will perform residence/neighborhood inquiries/verification for each applicant for all locations the applicant has lived in over the past ten (10) years. Mail inquiries will be sent to residences where the applicant lived from the age of fifteen (15) forward or a maximum of ten (10) years from the date of the pre-employment background investigation. Any returns received after the file has been submitted to the City shall be returned to the City for inclusion in the file.

- TruView will perform agency checks for each applicant (mail inquiries to all agencies where the applicant has previously applied). An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. Due to the time it takes to receive mail inquiry returns, the investigator will contact by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to the City will be returned to the City for inclusion in the file.
- TruView will perform employment checks for each applicant. Employment checks include interviewing coworkers and supervisors/managers from current and past employment (in-person checks are required for employment over the last three years, and mail inquiries are sufficient for all others) and reviewing personnel files, if available, with follow-up documentation filed.
- TruView will conduct interviews and reference checks of relatives, personal friends, and other provided references including secondary references obtained from original list provided by applicant.
- TruView will review legal, DMV, education, and military documents for verification (some provided by the applicant and others provided by the agency).

For Police pre-employment background investigation (sworn and civilian positions), TruView will conduct comprehensive investigations that adhere to the guidelines established by the California Commission on Peace Officer Standards and Training (POST). TruView stays fully apprised of changes to POST guidelines, recommendations, and requirements and integrates such modifications into our operational methodologies as a matter of policy. We understand that, in addition to the investigative tasks, investigations require coordination with the City's polygraph examination to schedule appointments/obtain results and compile a listing and photographs of tattoos and piercings. We understand that an eight (8) to ten (10) week turnaround time is expected for each Police Department background investigation.

We understand that pre-employment background investigations for Fire Department applicants will primarily adhere to the same requirements as Police Department applicants with some exceptions to the process; namely, Fire Department applicants will not require a polygraph examination and documentation regarding tattoos and piercings. We understand that a four (4) to six (6) week turnaround time is expected for each Fire Department background investigation.

Upon completion of background checks, TruView will deliver an executive summary for each applicant, following the format established by the City that includes the following categories: Personal History Statement / Education History / References (General, Employment, and Resident/Neighbors) / List of Agencies Applied To (Police and Fire Applicants Only) / List of Residences / Employment History / Financial/Credit History and Responsibility / Legal, Polygraph Exam Results (Police Only) / DMV Driver's History / Social Media Content / Tattoos and Piercing Notifications (Photos, Location) (Police Only). Relevant backup documentation will be attached to each Executive Summary/case file.

We understand that the City requires at least one (1) physical copy of the background investigation but will reserve the option of receiving an electronic copy (PDF file); and that background packets are expected to be delivered using agreed-upon format dividers. TruView will order documents as provided by the City, and all pages—except for divider pages—will be

numbered. The completed background file for each applicant will be forwarded to the City's Department of Human Resources or designated point of contact.

TruView will provide monthly updates which list the cases being handled and their statuses (including, for example, name of applicant, position applied for, date investigation started, and notes regarding any missing document/in-progress tasks). We understand the updates will be emailed to the City's Department of Human Resources or designated point of contact.

We understand that City may require expedited background investigations for Police and Fire applicants for four weeks. TruView is fully prepared to meet, and is capable of meeting, expedited service requests.

Please refer to Section 4 for additional information about TruView's Project Understanding and Approach.

3. RELEVANT EXPERIENCE

A. Organization

TruView BSI, LLC is a California Licensed Private Investigator (#PI188180) and a Certified Service-Disabled Veteran-Owned Business that performs contract background screening and investigative services to over 1,200 Clients throughout the United States. TruView has conducted hundreds of POST investigations in Northern and Southern California, and maintains teams of seasoned, POST-certified investigators in both locations.

Established in 2005 as the Background Screening and Investigative Services (BSI) Division of a large, family-owned security and investigative services firm, TruView is "Born of Tradition, Enabled by Technology, Powered by People." TruView is a fully independent Limited Liability Company, organized in the State of New York, that has performed investigative services for 18 years.

We are a dynamic organization currently comprised of over 200 Investigators, Research Analysts, and Specialists, with offices and personnel in New York (Headquarters), California, Florida, New Jersey, and Texas. Built on strong, responsive partnerships, we achieve Client success by combining technology with expert human analysis and unwavering Client responsiveness.

Our Team is comprised of professional investigators who "find the needle"—obtain all information there is to obtain, using best-practices methodologies and resources in doing so. We will provide thorough, complete, and on-time background investigative reports, and we will provide additional support, as needed. TruView not only can meet the contract requirements; we take a value-added service approach that helps us meet our goal of 100% Client satisfaction.

TruView is an ascending firm with an excellent industry reputation and an extensive portfolio in the public sector and other high-profile clients in the academic, energy industry, and large private firms, including in the legal and financial industries. Approximately 60% of our contracts are with state and local government agencies, with several contracts in the $2 to $7 million value range. We carry and complete an extensive caseload, performing essential investigative

methodologies in thousands of investigative cases.

TruView complies with all applicable laws and standards, including standards of the Commission on California Peace Officer Standards and Training and California Background Investigators Association, Fair Credit Reporting Act, and the California Investigative Consumer Reporting Agencies Act. We are a licensed Private Investigator by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services.

Professional Affiliations, Licenses, and Certifications

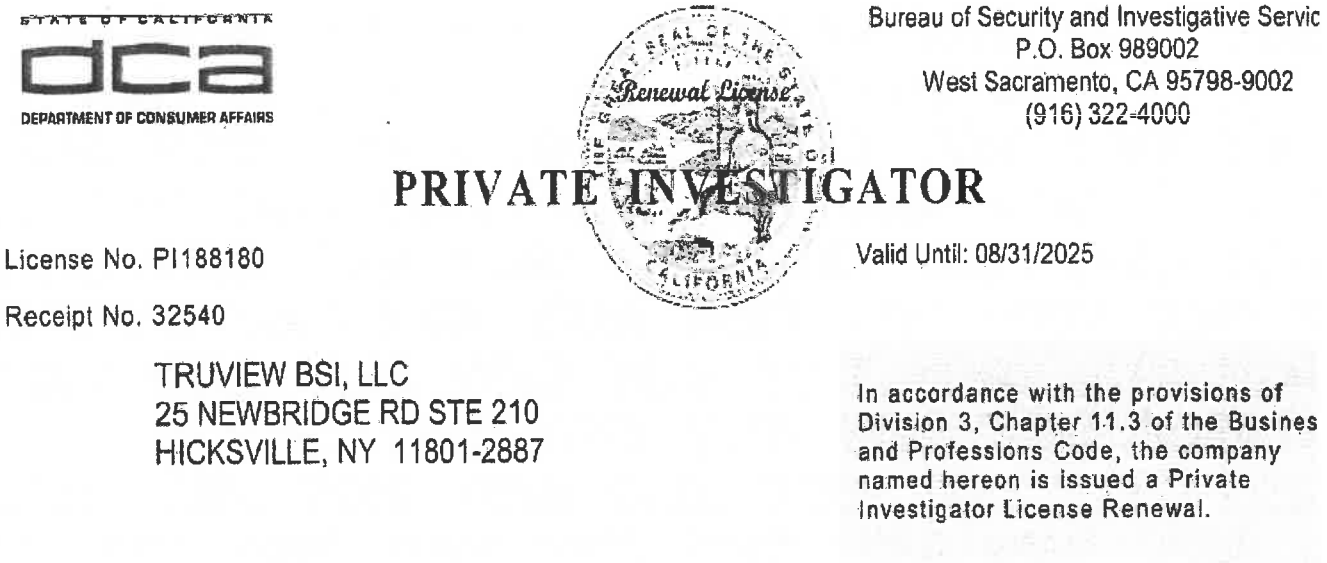
TruView's professional affiliations include those with:

- California Background Investigators Association
- California Law Enforcement Background Investigators
- Professional Background Screening Association (PBSA)
- Society for Human Resources Management (SHRM)
- Association of Licensed Detectives of New York State
- Association of Certified Fraud Examiners
- National Law Enforcement Associates
- New York Welfare Fraud Investigators Association
- American Society of Industrial Security (ASIS) International

TruView's professional licenses and certifications include:

- Multiple State Private Investigator Licenses – including California PI 188180
- U.S. Department of Veterans Affairs Service-Disabled Veteran-Owned Small Business
- City of Los Angeles Certified Disabled Veteran Owned Business/Small Business Enterprise
- New York State Certified Service-Disabled Veteran Owned Business
- California Commission on Peace Officer Standards and Training
- Pennsylvania Certified Small Business/Veteran Business Enterprise
- Massachusetts Service-Disabled Veteran-Owned Business

State of California Private Investigator License


STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Renewal License

Bureau of Security and Investigative Servic
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE INVESTIGATOR

License No. PI188180

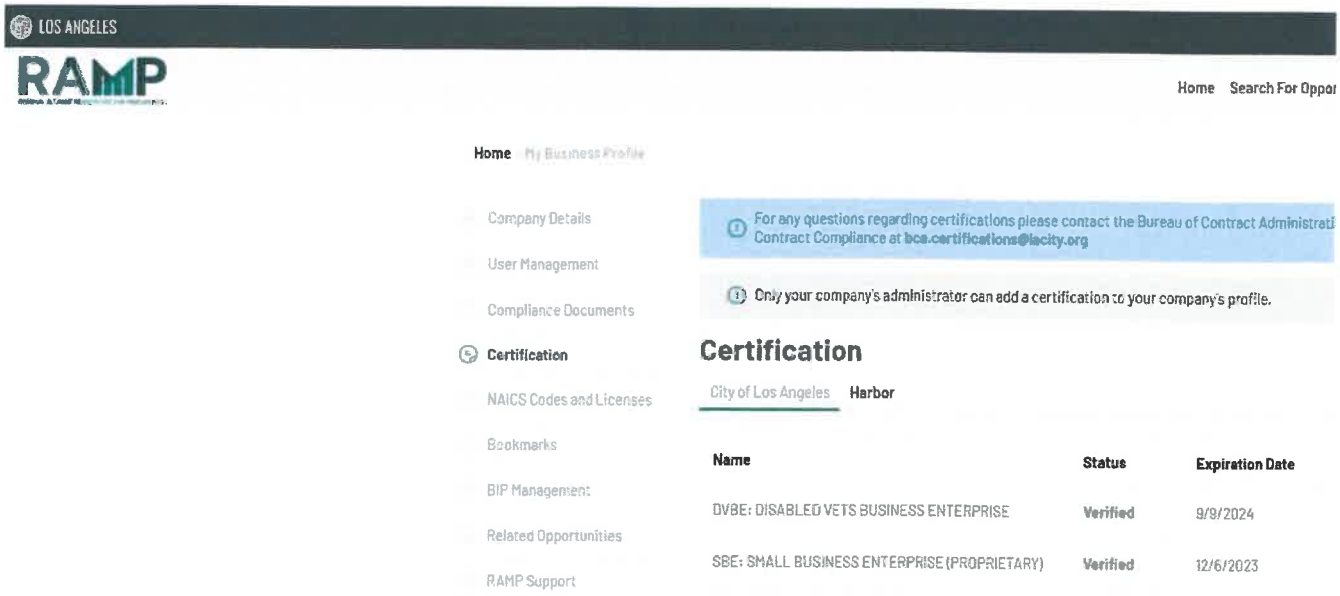
Valid Until: 08/31/2025

Receipt No. 32540

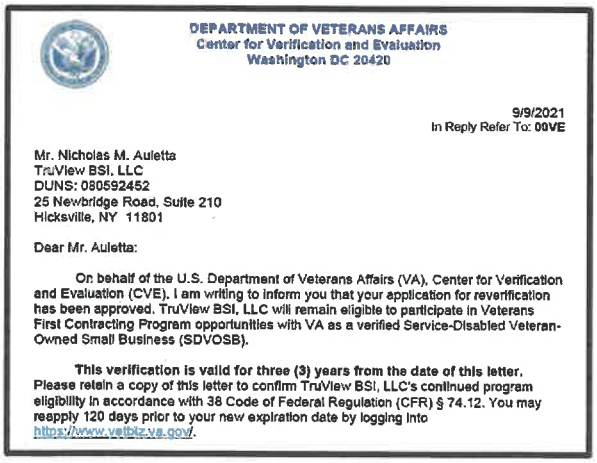
TRUVIEW BSI, LLC
25 NEWBRIDGE RD STE 210
HICKSVILLE, NY 11801-2887

In accordance with the provisions of Division 3, Chapter 11.3 of the Busines and Professions Code, the company named hereon is issued a Private Investigator License Renewal.

City of Los Angeles DVBE, SBE



U.S. Department of Veterans Affairs-Verified Service-Disabled Veteran-Owned Business



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

9/9/2021
In Reply Refer To: 00VE

Mr. Nicholas M. Auletta
TruView BSI, LLC
DUNS: 080592452
25 Newbridge Road, Suite 210
Hicksville, NY 11801

Dear Mr. Auletta:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. TruView BSI, LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm TruView BSI, LLC's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into https://www.vetbiz.va.gov/.



Primary Office Locations

Headquarters:
TruView BSI, LLC
225 Broadhollow Rd., Suite 304
Melville, NY 11747

California Office
TruView BSI, LLC
444 E. Huntington Drive, Suite 305
Arcadia, CA 91006

TruView has conducted hundreds of POST investigations in Northern and Southern California, and maintains teams of seasoned, POST-certified investigators in both locations. TruView also maintains offices and staff in New Jersey, Florida, and Texas.

TruView's Philosophy

Who We Are: We are a team dedicated to Client satisfaction and positive user experience. We believe there are many *good* companies out there but, to be truly *great*, we must be more responsive, more in tune, and more attentive to our Clients to amplify their TruView experiences.

What We Do: TruView sets the standard for pre-employment background investigations for California public safety agencies—we understand that they are a critical component not only in the continuity of agency excellence but also in building trust between the community and their government institutions. TruView's experienced investigators are extensions of your team, who help the City ensure that individuals of the highest personal and professional qualifications are selected. Our team includes certified investigators with distinguished service records in law enforcement.

MISSION

To provide analytical investigative, background screening, and business intelligence solutions that keep people and organizations safer, more secure, and better informed.

VALUES

EARN TRUST: "Trust is not given; we strive to earn it in our actions every day."

BE BOLD: "In the absence of orders, Attack!"

CONTINUE TO PMPROVE: "Train, learn and work toward continual improvement of our company and ourselves."

DO GOOD: "Do the right thing even when no one is looking."

BE A LEADER: "We understand the greatest untapped source of motivation is a sense of service to others."

GIVE BACK: "We enrich and serve the communities in which we work."

We Are Obsessed with "Keeping It Human"

We are a people-based business because we affect people's lives in what we do. We are obsessed with keeping our services "human" in what is fundamentally a very human business. We are a Team dedicated to Client happiness and positive user experience.

We Know the Meaning of Partnership

The antithesis of one-size-fits-all "solutions," TruView offers 100%-customized services. We operate as a partner—as an extension of your team—by building programs that meet and exceed your unique investigative needs and requirements. We want to be the company our Clients *love* to work with.

We Are Your Guide in the Trust Economy

We live in a trust economy, where success depends on the quality and quantity of connections with stakeholders, customers, and partners. Connections are built on relationships, and relationships are built on trust. Trust has real value: It is the "currency" of your relationships. TruView offers positive investigative solutions for moving forward in the trust economy and protecting against actions by people who would compromise trust, with negative consequences to the City and the community it serves.

We "Find the Needle"
TruView investigators "find the needle" when others cannot. With our expertise, analytical capabilities, and state-of the-art technologies, we take pride in going the extra mile and leaving no stone unturned before delivering all information obtainable and legally permissible to meet Client expectations.

"TruView360" Core Services
TruView is a full-service firm with wide-ranging expertise in our core services:

Investigative Services

- **Comprehensive Background and Clearance Investigations:** TruView sets the standard for comprehensive background investigations for government agencies—we understand that they are critical to establishing citizens' trust in their government institutions. TruView has performed thousands of comprehensive background investigations for federal, state, and local government agencies requiring an elevated level of security, including on candidates for sworn and unsworn positions, police officers and firefighters, government personnel, and protective services.
- **Pre-Investigative Intelligence:** To us, the practice of sending an investigator out on the street without pre-intelligence is inefficient and irresponsible with Client resources. At TruView, our Investigation Managers—experts in gathering open-source intelligence—perform a supervisory scope of each case first, before the investigator is dispatched, which analyzes available case details so investigators can be tactically assigned, based on intelligence. It is a more effective, more efficient—and smarter—way of conducting investigations.
- **Contract Integrity and Compliance Investigations:** TruView partners with government agencies and corporations to monitor contractor integrity and compliance. Our unique ability to assemble teams of respected professionals—including fraud and corruption investigators, legal counsel, forensic auditors, regulatory experts, intelligence experts, and former law enforcement officers—gives us the advantage in ensuring that Client contractors are meeting their obligations in matters of financial accountability, business ethics, regulatory compliance, and social responsibility.
- **Surveillance Operations:** Using state-of-the-art technologies, TruView investigators perform both covert and overt surveillance services in any environment on an as-needed basis or in conjunction with ongoing investigative programs.
- **Undercover Operations:** TruView's undercover operations blend technology and tradition with discretion and Client-customization. Our investigators have conducted undercover operations for Fortune 500 companies, law firms, commercial businesses, and government agencies.
- **Fraud Investigations:** TruView offers a full range of solutions to protect governments, commercial businesses, and private institutions from fraud.
- **Other Field Investigations:** TruView employs traditional and cutting-edge methods to overcome any investigative challenge. Our field investigations include insurance investigations, workplace investigations, accident investigations, skip tracing/location and identity verification services, computer and forensic investigations, liability claims investigations, and litigation support.
- **Mystery Shops:** TruView investigators perform holistic, 360-degree covert and overt shops to observe, evaluate, and report on internal operations.

Background Screening

- **Pre-Employment Screening:** With an unlimited range of search capabilities and methodologies, our screening results give Clients the ability to make confident hiring decisions.
- **Vendor Screening**
- **Industry Compliance Screening**
- **Drug Screening**

Risk-Based Intelligence and Due Diligence Services

- **OSINT + Social Media Monitoring for Reputational Risk:** Combining best practices of AI technology, analytic algorithms, and expert human analysis, TruView performs open-source intelligence (OSINT) and/or social media monitoring for reputational risk. Keyword searches are implemented for categories such as Discrimination (Racism/Bigotry/Sexism); Illicit Drug Use; Proclivity to Violence/Violent Images; Illegal Activity; Terrorism; Language/ Inappropriate Content/ Provocative Content; and Toxic Behavior. Quarterly refreshes ensure that the most relevant user profiles/names are monitored. Integrated with the back end of the TRU365 platform, it is available for both one-time screening and monitoring.
- **Criminal Database Monitoring:** TruView performs continual monitoring of changes to an individual's criminal records through nationwide, multi-jurisdictional databases compiled from available state and county criminal records. As with any database system that TruView uses in screening, all "hits" are adjudicated at the direct source and local level.
- **Global Watch List/OFAC Monitoring:** Often coupled with our criminal database monitoring, TruView monitors its Global Watch List products on a dynamic basis. Results are obtained from a search of over 175 databases covering U.S. and foreign regulatory sanctions, enforcement, and watch lists. Potential "hits" are adjudicated at the direct source level before reported.
- **Adverse Media Monitoring:** TruView conducts dynamic searches of traditional media repositories for keywords that are potentially adverse for a business or key person. This search is most often ordered from our Due Diligence Clients who want to monitor specific business entities for adverse mentions in the news. While not as dynamic as our OSINT and social media tools, it is a search through thousands of media repositories that picks up material from legitimate, vetted media sources and is very effective for targeted applications. Our analyst team reviews each record with human eyes, so the system goes beyond a key name/term search in the media.
- **Due Diligence Services:** TruView's discreet, confidential due diligence investigations deliver all obtainable information. We are experts in physical and cyber sourcing tactics, and we maintain a comprehensive library of U.S. and foreign resources.
- **GeoFence Monitoring:** TruView's GeoFence combs through billions of internet posts in the cloud every minute of every day, for OSINT that may signify a threat, reveal an emerging issue, or pinpoint adverse information against an organization and its facilities.
- **Deep and Dark Web Monitoring:** TruView performs 24/7 monitoring of both the Deep Web (including Paste Sites, unindexed web sources, Pastebin, etc.) and Dark Web (TOR, I2P, FTP, and IRC servers) to provide a complete picture on data breaches, illicit activities, and other intelligence of critical important to our Clients.

B. Similar Projects in Size, Scope, and Complexity

With a robust team of certified POST investigators—and the resource pool and scalability to meet staffing needs of new and current Clients—TruView has performed hundreds of Commission on Peace Officer Standards & Training (POST)-compliant background investigations on candidates for positions in public safety agencies, including firefighter-EMT/paramedics, police officers, probation officers, dispatchers, armed guards, security officers, and civilian staff.

Our current POST background investigation contracts include:

- City of Santa Monica Fire Department (2016 – Present)—Safety background investigations firefighter and public safety dispatcher candidates.
- POST background investigations for police officer and correctional officer candidates, as well as unsworn personnel; second contract.
- County of San Mateo Human Services Agency (3/2023 – 2/2026)—POST background investigations of fraud investigator candidates
- San Mateo County Sheriff's Office (7/2023 – 6/2026)—POST background investigations, sworn and unsworn positions
- Santa Clara County (2017- 2021; 2021 – 2026, current consolidated countywide agency contract)—POST background investigations of sworn and unsworn positions of the county Sheriff's Office, Probation Department, and Communications Department.
- City of Delano Police Department and Modified Correctional Facility (2015 – Present)—
- City of Turlock (December 2021 – Present)—As needed POST background investigations for Police Department and other city agencies.
- Tuolumne County (February 2019 – Present)—As-needed POST background investigations for Information Technology Staff; District Attorney Investigators; Deputy District Attorney; Deputy Sheriffs; Jail Deputy; Juvenile Corrections staff; Probation Officers; Sheriff's Dispatchers; Deputy District Attorney; other civilian staff.
- City of Corona Police Department and Fire Department (March 2019 - Present)—POST background investigations for fire and police personnel.

Past POST Background Investigation Contracts include those with:

- City of Los Angeles Harbor Department Port Police (2011 – 2017)—TruView's first POST investigations contract was with the Los Angeles Port Police in 2011, with whom we served until mid-2017, after having completed our third contract award (losing in scheduled RFP process to a low bidder).
- Rancho Cucamonga Fire Protection District (2014 – 2019)—Safety background investigations firefighter and public safety dispatcher candidates.
- City of Long Beach (2015 – 2020)—POST background investigations sworn and unsworn positions for multiple public safety agencies—including police and fire agencies.
- Sonoma County Sheriff's Office (2016 – 2020)—POST background investigations of sworn and unsworn positions in the Sheriff's Office. While this contract ended, TruView continues to perform over 1,200 pre-employment background screens for County employees, annually.

Background Investigative Services for Public Agencies

Following is a short representative list of TruView's extensive public investigative partnerships:

- Sonoma County (non-POST pre-employment background screening for municipal hires)
- Santa Clara County Employees Services Agency, including County Hospital System
- Los Angeles Department of Water and Power
- Los Angeles City Employee Retirement System
- City of Phoenix Water Services Department
- City of Las Vegas
- Sacramento Regional Transit
- City of Mesa
- City of Avondale
- City of Fort Worth
- Pierce County, WA
- Pierce Transit, WA
- C-TRAN, WA
- City of Wichita
- City of Albuquerque
- Electric Reliability Council of Texas
- New York Power Authority
- New York State Gaming Commission
- New York Power Authority
- New York City Law Department
- Alaska Railroad
- Metropolitan Transportation Authority (NY—all agencies contract)

Core Competency: Applied Background Investigations
Background investigations are a TruView core competency. ***In addition to comprehensive POST background investigations,*** we apply background investigations in heavy concentration for numerous investigative services contracts, such as:

Los Angeles Department of Water and Power: TruView conducts 7-year federally compliant NERC background checks for employees of the largest municipal power utility in the U.S. Starting in May 2016, the City has renewed TruView on three separate occasions to continue services for LADWP. As a part of services, TruView screens vendors and contractors requiring access to LADWP facilities, as well.

Santa Clara County Employee Services Agency: Multiagency Background Screens and Comprehensive Law Enforcement Pre-Employment Background Investigations: Since 2016, TruView has contracted with Santa Clara County to perform POST background investigations for the Sheriff's Office, Probation Department, and 911 Communications. Based in part on TruView's performance in these contracts, the County, through separate RFP process in 2018, awarded TruView the contract to perform countywide pre-employment background investigations for all county employees under the Employees Service Agency, which manages 60,000 County employees. TruView performs over 4,000 annual screens for ESA, including multi-tiered background screens for all levels of personnel in the County Hospital System.

District of Columbia Office of Integrity and Oversight: In 2021, TruView was awarded the contract to perform over 2,000 annual, comprehensive pre-employment background screens for the District of Columbia's Office of Integrity and Oversight to include domestic and international criminal checks, civil litigation records searches, federal bankruptcy records searches, a full complement of education, employment, and professional license verifications, tax lien records searches, etc.

***New York Power Authority*:** The New York Power Authority is the nation's largest state-owned power organization and one of New York's leading electricity suppliers. TruView conducts approximately 3,000 to 3,500 comprehensive background investigations on employees and all contractors. Further, TruView has developed a completely NYPA-customized screening program for contractors to register, electronically sign appropriate policy forms and authorizations, and enter data for background investigations.

New York State Department of Financial Services: Since 2020, TruView has performed financial background investigations on entities and principals of banks, financial institutions, and insurance institutions as requested by New York State. DFS supervises and regulates the activities of nearly 3,000 financial institutions with assets totaling more than $8.8 trillion.

City of Phoenix Water Services Department: Vendor Screens for Major Infrastructure Agency: TruView has customized its **PowerScreen** platform to initiate and complete the background screening process for all vendor applicants to the City of Phoenix Water Service Department, in compliance with applicable laws, rules, and regulations. Services include a Maximum Risk Background Criminal Justice Information Services Check.

New York Metropolitan Transportation Authority—All Agencies: Comprehensive Background Investigations and Investigative Services: In 2020, TruView was awarded the exclusive contract to perform comprehensive pre-employment background investigations and verifications for applicants and employees of North America's largest transportation system, including Long Island Railroad, Metro-North Railroad, NYC Transit, Triborough Bridge and Tunnel Authority, MTA Headquarters, and more. The contract requires over 7,000 screens per year.

C. References

As specified, Appendix B – References is presented as a separate attachment. We would be happy to provide additional references, at your request.

D. Team TruView /Key Personnel

TruView is a licensed private investigator in California (P.I. 188180, Branch Office # 5596), with a robust staff of POST-certified investigators working from our offices in Arcadia. We have leveraged a team approach to projects that takes advantage of our deep competencies in POST background investigations and customer-focused services management. TruView's management and staff have the experience and professional credentials to expertly perform and deliver superior background investigation services.

Our management team will work closely with your representative to administer an effective and efficient program. Our investigative team is proactive and customer-focused, with the ability to adapt and respond quickly to client needs and requirements. TruView optimizes communications without the bureaucracy associated with other companies. Our team is always available to you—as scheduled or on short notice, if needed—to discuss the administration of the contract; policies and procedures; evaluation of services; and other matters such as review of job progress, work quality, and resolution of problems or concerns. All requests are completed in a timely and effective manner.

Nicholas M. Auletta, CPP, President—EXECUTIVE CONTRACT OVERSIGHT
Nicholas M. Auletta is President and Owner of TruView BSI, LLC, a Service-Disabled Veteran-Owned Business and a leader in background screening and investigative services. He is actively involved in leading operations and services for a portfolio of 1,200 clients across the United States. Nick's successful business experience includes over 14 years in strategic leadership positions. Recently, he was selected to participate in the Small Business Administration's Emerging Leaders program for CEOs of established businesses that are job creators in their communities. Nick was named the 2022 New York Small Business Champion of the Year Award from the U.S. Small Business Administration.

For seven years prior to TruView, Nick served as Vice President of Summit Security Services, Inc., one of largest privately owned security and investigative services companies in the United States, founded in 1976 by his grandfather. Nick played a key role in growing company revenues by over 100 percent in less than five years, launching the firm into the U.S. top 10 largest in the industry.

Nick earned his Bachelor of Science in Leadership and Management from the United States Military Academy at West Point, graduating with the Superintendent's Award and winning the Eastern College Athletic Conference Merit Award for Excellence in Athletics and Scholarship. He is a former Captain in the United States Army, serving as an active-duty U.S. Army Infantry Officer and earning Airborne, Ranger, and Combat Infantryman qualifications. His military experience included three tours and 44 months of deployed time to the Iraq combat zone. Nick's military awards include two Bronze Star Medals and the Meritorious Service Medal, as well as numerous other commendations and achievement medals.

After entering the private sector, Nick earned the coveted Certified Protection Professional (CPP) designation. In 2011, he received a Postgraduate Certificate in Security Management from the University of Pennsylvania at Wharton. In 2014, Nick received the governor's appointment to the New York State Security Guard Advisory Panel, on which he continues to serve. In 2021 and 2022, he was a Committee Member for ASIS International's first-ever Preemployment Background Screening and Vetting (PBSV) Guideline, developed to assist employers in developing, implementing, and maintaining these programs; and in 2023, he received ASIS International certification for the PBSV program.

Nick is a tireless advocate for military veterans' issues and holds lifetime memberships with several military associations, to include the Veterans of Foreign Wars (VFW); Iraq and Afghanistan Veterans of America (IAVA); National Infantry Association; U.S. Army Ranger Association and the 1st Cavalry Division Association. He serves on the Board of Directors for the United Way of Long Island and was a leadership coach for the Heroes to Heroes Foundation.

Nick Auletta has 12 years of experience as the principal executive in charge of hundreds of investigative services contracts, including POST pre-employment background investigations, beginning with Los Angeles Port Police in 2011.

Alfred J. Murphy, Vice President – Investigations —EXECUTIVE CONTRACT MANAGEMENT
Al Murphy has a record of success in operations management, investigations, and law enforcement, gained during his 20-year career with the New York City Police Department and more than 14 years in government agencies and the private sector. As the executive leader of

TruView's Investigative Services Division, he directs over 150 TruView investigators and specialists in operations across the United States and internationally, ensuring investigative successes and the highest level of contract compliance. Prior to TruView, for three years, Al served as the New York City Regional Manager for Summit Security Services, Inc., then one the 10 largest security firms in the United States, where he directed a security force of over 2,000 personnel in service some of the most prestigious clients in the world, including ABC Disney, Columbia University, and the Port Authority of New York and New Jersey. From 2006 to 2017, Al was the Operations Manager for the first-ever Consultative Investigative Unit for the New York City Administration for Children's Services, where he directed a staff of 165 former criminal investigators in investigating allegations of child abuse and neglect, citywide. Al served in NYPD from 1984 to 2004, retiring at the rank of Lieutenant Commander of the Detective Squad, serving as the commanding offer of a precinct squad, with oversight of criminal investigations, to include those of homicide, assault, sexual abuse, robbery, domestic violence, and burglary cases. He supervised and performed high-profile investigations. Al has had extensive training from the New York City Police Academy and other governmental agencies, including in police science, law, social science, and comprehensive investigative techniques. He is an active member of the National Law Enforcement Associates, serving as its President in 2018 and as a member of the Board of Directors since 2019.

Robert Bissonnette, Manager – Intelligence Unit
Robert Bissonnette has over 13 years of service to our country, with service time in the United States Marine Corps, United States Navy, and the Department of Veterans Affairs. Still serving in the United States Navy Reserve as his unit's Licensing Examiner, Safety Inspector/Supervisor, and Operations Chief, Robert's time in service includes increasing levels of supervisory and management responsibilities. During Robert's time in the Active Duty Marine Corps, from 2006 to 2014, Robert rose to the position of Platoon Sergeant, overseeing the wellbeing and care of his platoon's soldiers and heavy equipment. Robert's service time includes deployments to Iraq, Dominican Republic, Honduras, Peru, and Suriname. He manages TruView's internal research capabilities, handling and delegating all pre-investigative intelligence collection activities. An expert in open source intelligence, Robert has played a key role in innovating TruView's intelligence database and research techniques, working closely with TruView Account and Project Managers to ensure investigators can perform their field tasks more effectively and efficiently with superior intelligence.

Tara Krumholz, Senior Director – Operations
Tara Krumholz has over 15 years of investigative, background screening, and project management experience. As TruView's Senior Director – Operations, Tara directs operations and services of TruView's Background Screening Division in fulfillment of Client contracts. She implements company policies to ensure streamlined, efficient workflows and compliance with federal, state, and local laws. Tara manages Team-based resources to ensure background screens exceed best practices and Client expectations for quality, accuracy, and speed; monitors Client relationships and that our operations teams maintain industry-leading Client responsiveness; and consults with the TruView's Executive Management Team on performance, technology, and best practices. Tara supports Team Leaders/Account Managers to ensure they have the tools needed for day-to-day operations that meet the highest standards. Prior to her role as Senior Director, Tara was for two years Senior Team Leader and Analyst for TruView's Due Diligence Division.

Before her return to the TruView Team is 2021, Tara served as a Project Manager for a government contract with the Department of State's Bureau of Talent Management, in which

role she managed projects supporting DOS employees and cybersecurity. Prior to this, Tara held positions as an Investigative Program Leader and a Background Screening Operations Supervisor with Summit Security Services, TruView's prior parent organization. In these roles she managed an investigative caseload that included litigation support, fraud investigations, surveillance, undercover assignments, and worker's compensation investigations. Tara also performed analytical research using databases and social media to support her casework and close assigned background screens. Tara maintains Secret Clearance with the Department of State. Since 2014, she has been a member of the InfraGard Members' Alliance, Long Island Chapter. Tara holds a Master of Arts in International Security from the Josef Korbel School of International Studies, University of Denver and a Bachelor of Arts in Political Science from Loyola University Maryland. She is fluent in Spanish and holds the PBSA FCRA Basic Certification.

José Lopez, Director – Data, Product & Compliance

José Lopez has over 15 years of experience in the background screening industry, with extensive experience in data analysis. Jose began his career with TruView in 2016 as a Team Leader and steadily progressed into senior management through his expertise, dedication to Clients, and commitment to ensure Team excellence. As Director of Data, Product & Compliance, Jose acts as subject matter expert for TruView's Background Screening Division and has the primary responsibility of facilitating data analytics of operational performance; analyzing technology solutions that contribute to TruView's wide-ranging background screening and due diligence services; and ensuring product quality assurance, and compliance for the Division, in synch with the company's business plan and objectives. Jose delivers detailed data-driven reports and materials to support the President's goals and expectations for the Division. He develops and facilitates strategical goals, relationships, and processes to support the Division's operational teams and team members in compliance and quality assurance for domestic and international background screening services, vendor management, new product identification and development, and third-body accreditation and audits. He facilitates and implements technological advancements, platform integrations, and so forth to increase Division efficiency and overall performance. Jose is fluent in Spanish and studied engineering and computer science at California State University at Northridge. He is PBSA FCRA-Certified.

Lisa Worgull, Organizational Head of Knowledge

Lisa Worgull is a key subject matter expert in TruView's Background Screening Division, with over 25 years of background screening industry experience and expertise. She has served for over five years as the Co-Chair of the prestigious Professional Background Screeners Association (PBSA) Educational Committee. Lisa has been with the TruView for over 12 years, serving from 2017 to 2023 as Managing Director of its Background Screening Division and, from 2011 to 2017, as Director of Background Screening for the BSI Division of Summit Security Services, TruView's former parent company. During this time, Lisa was instrumental in assisting TruView's rise as a leader in the background screening industry. Lisa has extensive experience and expertise in background screening operations, legal compliance, client and vendor relationships, quality control, screening technologies and implementation, background screening database design and analysis, team building, and policy development. Lisa previously was a senior manager for a well-regarded West Coast background screening firm, specializing in background investigations for 25 of top 50 law and accounting firms in the United States, as well as banks, asset-based lenders, private equity entities, and other professional companies. She has a Bachelor of Science degree in Computer Information Systems from California State University at Los Angeles.

POST Compliant Background Investigations

Frank Montoya, California POST Background Investigations Project Manager—30 Years as California Law Enforcement Officer and Private Investigator
Frank Montoya has over 30 years of experience in conducting and supervising complex and routine investigations for California regulatory and consumer protection agencies. For 20 years, he was a Law Enforcement Peace Officer with the California Department of Motor Vehicles Investigations Division, serving as Supervising Investigator II/Area Commander for the Division; as leader of the Midland Command and the California Vehicle Dismantler Industry Strike Team (VDIST), he commanded three district offices, seven sergeants, 28 sworn Investigators, and numerous staff support positions, providing guidance and support on complex case investigations, undercover operations, enforcement activity and execution of search warrants. He is a POST Certified Background Investigator and has conducted sworn, nonsworn, and retiree concealed carry weapons permit background investigations for the Division. He has completed POST Sergeant/ Management Training, has received training in law enforcement and fraud investigation. He holds a firearm permit and he is certified bilingual in Spanish.

Vanessa Ferraro, Senior Investigator
Senior Investigator Vanessa Ferraro is a California licensed private investigator with over 13 year of investigative experience in criminal and civil investigations, family law and cold case investigations, and, working closely with victim assistance programs, investigations for District Attorney's Offices on both the East and West Coasts of the U.S. She is POST Certified in Background Investigations and currently conducts POST-compliant background investigations of candidates of California public safety agencies. Vanessa holds a Master of Business Administration and a Bachelor of Arts in Criminology & Justice Studies, and, since 2016, has volunteered as a private investigator for Parents of Murdered Children.

Representative POST Investigators

The following members of the TruView Investigative Team represent the high caliber professionals that TruView assigns to POST background investigative services contracts.

David Garcia, POST Background Investigator, represents the high caliber of TruView's team of investigators assigned to our background investigations contracts. David retired as Senior Detective with the El Monte Police Department after 28 years of service. His details included gang detective, homicide investigations, undercover narcotics, and senior detective with primary case assignment in the forgery/fraud/identity theft unit. David holds Basic, Intermediate, and Advanced POST Certificates in Background Investigation.

David Wearp, POST Background Investigator, served as Detective (ret.) of the City of Brea Police Department, with a distinguished 30-year career in law enforcement, beginning as Patrol Officer in 1989. He was promoted to Detective in 1994, in which role he investigated a wide array of criminal cases, including sex crimes, child abuse, burglaries, assaults, and so on. For four years from 2002 he served as Master Patrol Officer and, in 2006, he served a Corporal, serving as a link between line-level employees and supervision. David returned to the Detective Division, serving from 2007 to 2017 in the Registered Sex Offender/Sex Crimes Unit, Robbery – Homicide Unite, Juvenile/Sex Crimes Unit, and Crimes Persons Unit. He successfully investigated high-profile sex crimes against the most vulnerable members of society, one which involved suspect extradition to California and subsequent sentencing to 111 years in State Prison.

David was awarded Brea Police Department Investigator of the Year four times; the BPD Distinguished Service Award (2017) and the BPD Medal of Valor (2019). He holds POST Basic, Intermediate and Advance

John Bartolone, POST Background Investigator, has over 26 years as a law enforcement professional and has served with the California Department of Motor Vehicles since 1999. For 18 years, John was a DMV Investigator for the Department, investigating both criminal and administrative cases, with wide-ranging investigative duties, including filing and executing search/arrest warrants and interviewing and interrogating subjects. He was promoted in 2017 to Sergeant and for four years supervised the DMV's Los Angeles Metro Investigations Unit. John currently serves as Area Commander for the Department of Motor Vehicles Investigations, with oversight of 25 sworn investigators and three sergeants in various assignments. John has held numerous leadership positions in State and national organizations in the field of auto theft, including for four years as President of the International Association of Auto Theft Investigators, and he has been a member of anti-crime taskforces. He holds certificates in Background Investigator, Management, and Advanced POST.

Kevin Forrester, POST Background Investigator, has been a California Peace Officer since 1996, beginning his career as a Special Agent in the California Bureau of Narcotic Investigations—Los Angeles. Most recently, for the past two years, Kevin has served as Trainer for Get Safe in Tustin, teaching and facilitation certification inf POST online training courses for peace officers. He has served the California State Parks system since 1997, as Supervisor of park operations and staff; as Superintendent of Internal Affairs, which included management and supervision of 25 California State Parks background investigators, internal investigations, special investigations, officer-involved shootings, and peace officer training; as Superintendent of parks operations; and, since 2012, as Training Specialist. Kevin is POST certified and holds a Bachelor of Arts degree in business administration and human resources from California State University San Bernardino.

Thomas Noriega, POST Background Investigator is a retired law enforcement professional with over 25 years of police and investigative work as a Deputy Sheriff with the San Bernardino County Sheriff's Department. During that time he spent over seven years as a Detective for the department completing hundreds of complex investigations and participating in thousands over his long career. As a Supervisor with the department, Thomas oversaw, mentored, and trained 50+ employees per shift. Thomas is an expert in background investigations, having completed coursework and investigations involving the use of database records, interviews, social media review, and public records location. He is well versed in the study and application of interview techniques and behavioral analysis, making him one of TruView's most discerning POST investigations. Thomas's education includes studies at the Los Angeles Pierce College and the Los Angeles Valley College. He spent four years as a member of the United States Coast Guard. Thomas is California POST certified.

NOTE: TruView has the organizational, HR recruiting, and financial capabilities to expand staffing levels to perform contract background investigative services for the City of Montebello at the highest level.

4. PROPOSED SCOPE OF SERVICES

A. Proposed Investigative Plan

Investigative Methodology: As a full-service private investigation agency, TruView uses a variety of methods and resources to obtain all available data. Our Team is comprised of professional investigators with extensive experience in performing the required POST-compliant background investigations, as well as other investigative services. Background investigations are a core competency within our range of expert capabilities; we will provide thorough, complete, and on-time background investigative reports, and we will provide additional support, as needed. TruView not only can meet the contract requirements; we take a value-added service approach that helps us meet our goal of 100% Client satisfaction.

Our services include investigating all issues that arise in the background investigation process, to the satisfaction of the City. TruView's background investigators will meet regularly and frequently with the designated City supervisor, and we will follow the completion dates, as you require. Our investigators will use approved City forms, as required. TruView investigators will appear at all hiring board meetings, as well as perform any follow-up required by the City of Montebello.

Review and Investigation of Personal History Information: The candidate will be providing a detailed Personal History Statement (PHS) (and, if applicable, a Pre-Investigative Questionnaire [PIQ]), with supporting documentation. POST regulations dictate that the information be diligently reviewed for accuracy, consistency and authenticity. Our detail-oriented investigators carefully consider and independently examine each piece of information supplied by the candidate. Following document review, investigators conduct complete online and field investigations to verify all information provided by the candidate. We follow all POST requirements in reviewing and investigating personal history information.

Interviews: TruView investigators are experienced interviewers, fully versed in conducting legal, effective interviews. We comply with privacy laws, the Americans with Disabilities Act, and all other relevant laws, regulations, and industry standards.

Residential Canvassing: Canvassing is an integral part of a pre-employment background investigation. TruView's investigators are accustomed to creating an environment to put the interviewee at ease and facilitate dialogue. Neighbors are generally willing to assist in the investigation if they understand that the information they provide will benefit the candidate and the public. Additionally, interviews are conducted with past property managers/landlords to obtain additional information about the claimant's residential history and off duty behavior.

Timeliness: TruView investigations will be conducted in a timely and cost-efficient manner. Contact will be maintained with Client representatives. Any information deemed to be of urgency or importance will be communicated immediately as it is uncovered. Our investigators always conduct themselves in a professional and courteous manner, keeping in mind standard policies and procedures of the City of Montebello. TruView can accelerate complete investigations deemed by the City as "priority" cases.

Project Team Meetings/Progress Reports: Background investigators provide ongoing reports

to the Investigations Manager. Upon completion of each tasks or subtask, the investigator will notify the Investigations Manager for review. When delays are anticipated, the Investigations Manager or Background Investigator will immediately notify the City to determine the best course of action. Upon request, the City can be forwarded or "cc'd" on all electronic communications between the investigators, witnesses, and employers. A chronological record will be maintained of all investigative activities. ***TruView will provide updates on in-progress background investigations as requested by the City.***

Meeting Workload Requirements: TruView maintains a resource base of qualified, POST-certified investigators throughout California. TruView will leverage this resource base, if needed, to staff up for high workloads, reduce time constraints, or simultaneous projects. TruView has the organizational infrastructure to respond to, and complete, all workload requirements from the City.

Urgent Requests: As a responsive investigative services partner, we are accessible to the City to fulfill urgent requests. TruView has the capacity to accelerate complete investigations deemed by the City as "priority" cases.

Quality Review: TruView's case management practices provide for review and quality control of investigative actions to ensure a complete product the first time. TruView's quality control procedures include a complete management review of report information. Furthermore, over four percent of information received from our sources/vendors is cross-referenced and verified to ensure statistical accuracy.

Final Investigative Report/Executive Summary: A final written report and investigative summary will be issued to the City detailing the results of our investigation, in the format required. Reports are concise, accurate, and grammatically correct. Our reports detail our background investigative efforts and provide the City with thorough evidence on each applicant. All reports are checked by TruView management prior to Client release. TruView meets all Client timelines for report delivery. TruView is consistently commended for its report writing.

Meeting Legal Requirements: TruView maintains complete currency with changing legal requirements—this is critical to our business and our ability to meet the needs of our Clients at the highest level. TruView's management and staff maintain memberships in key industry associations through which we receive extensive intelligence in changing laws and industry developments. We immediately put this information into practice in the field and into our corporate and human resources operations.

Testimony: TruView staff and investigators are experienced in testifying in state and federal civil courts, criminal trials, and administrative hearings. Our investigators are experienced and trained in proper procedures and courtroom demeanor. Their testimony is professional and concise, emphasizing observations and evidence obtained in a lawful matter.

Attend Meetings, Trainings and Presentations: TruView's Investigative Manager and background investigators will be available to participate in any City meeting, training or presentation.

TruView's pre-employment background contract service approach includes:

- Consultations with the City to establish and obtain approval on the methodology of the investigations and the documents/forms to be used during the investigation process.
- Attendance at meetings with the Human Resources/Risk Manager or other designated representative to discuss expectations, timelines, processes, and resources involved in the recruitment efforts.
- Thorough pre-employment background investigation services as directed by the City.
- Compliance with the provisions of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- All services provided under TruView's California private investigator license; no subcontractors will be utilized in the performance of the contract.
- Only experienced and qualified POST-certified investigators assigned to conduct background investigations; TruView's CA Investigations Manager, POST Project Manager, and POST investigators are former law enforcement officers.
- Collection and analysis of applicant screening information to facilitate the pre-employment background investigation process. Initial candidate interviews are performed. Discrepancies typically require secondary clarification interviews.
- Preparation of an executive summary and/or report for each investigation. Reports are completely factual and comply with the Federal Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act. TruView meets with the City as needed to discuss summaries/reports.
- Response to background investigation inquiries from other jurisdictions and their representative agencies, as authorized by the City or as mandated by federal/state law.
- Resolution of candidate complaints/disputes regarding specific findings in their reports, following the Fair Credit Reporting Act and California Investigative Consumer Reporting Agencies Act.
- Communication to the City of legal and/or legislative changes/events that affect these contract services.

Assignment of TruView Roles and Tasks

Assignment of roles and tasks will be performed by POST Project Manager Frank Montoya after receiving the case and scoping the requirements. Assignments are made within 24 hours of receipt of the case. Tasks will be performed by the assigned investigators. Investigators are to apply investigative skills consistent with industry best practices, meeting POST standards (as applicable) and fulfilling all legal requirements. TruView will deliver the required reports in an expeditious time frame, as required by the City. POST Project Manager Frank Montoya is responsible for each deliverable, and he manages his staff of investigators accordingly, in compliance with contract goals and objectives.

B. Work Plan Overview

TruView develops work plans customized to Client needs. In general, work plans for cases received from the City include:

- Receive assignments, (Personal History Statement (PHS), Pre-Investigative Questionnaire (PIQ) (when provided), polygraph and other applicant information relevant to background investigations
- Review scope and special instructions as specified by the City
- Identify background investigation item and/or Investigation Type
- Assign cases to investigator based on requested timeline, location, & scope

- Develop tactical plans for investigation utilizing cost-effective methods
- Execute developed plan
- Daily check-ins on case progress
- Bi-weekly contact with the City background supervisors
- Immediate reporting to Client regarding unfavorable information
- Regular communications with Client on progress, as needed
- Continuous supervision of work & timelines by Investigations Manager
- Continual quality assurance and compliance checks
- Written report generated by investigator within specified timelines
- Management review of report prior to final report being sent to Client
- Hiring board meeting presentations
- Quality Assessment checks and reinforce Client feedback to investigators

Key Tasks

TruView investigators are expertly knowledgeable in the tasks required to complete a thorough POST investigation, efficiently and effectively. A safety pre-employment background investigation includes the candidate's identity, character, work habits, interactions with others, ability to handle stress and adversity, and intellectual abilities (decision making, judgment, learning ability, communication skills, and so forth). At any time during the investigation, if significant adverse information is obtained, we will notify the City immediately. The following describes some of the main tasks in a POST Background Investigation Work Plan.

Request for Services: Upon receipt of a request for a background investigation, we will immediately initiate the investigative process. The Investigations Manager will conduct an initial review of the PHS and PIQ and determine the physical location that need to be visited for residential canvassing, employment verifications and spousal/significant other interviews. As the field portion of the investigation is usually the most time consuming, the Project Manager will allocate additional resources to ensure that the field portion of the assignment is completed in a timely manner.

As soon as possible after the receipt and review of an assignment, the Investigations Manager will assign the case to the appropriate investigator, who will perform most of the investigative tasks. We utilize our cadre of POST investigators geographically throughout California to minimize travel and expense costs. Additionally, the Investigations Manager will determine whether any portion of the investigation will be conducted by a bilingual investigator, such as for residential canvassing, spousal/significant other interviews, and so forth. Also during the meeting, timelines will be established for each portion of the assignment.

Supervisory Scope of Background Investigations: TruView receives a case/background check request, then reviews and discusses it with the Client. After review, cases (with employment application, resume and related documents) are assigned to certified POST investigators on our staff. If required, TruView will conduct meetings or contact the Client via email or phone to discuss progress of the investigation. Final reports are reviewed internally for accuracy and reportability. When reports are finished, contact is made with our Clients to review and discuss final, completed investigations.

We understand that the information the City provides TruView upon initial assignment of the investigations will include:

- Background Release Waivers
- Personal History Statement (PHS)
- Pre-Employment Background Questionnaire (PIBQ)
- Polygraph Questionnaire (Police applicants only)
- Criminal Record (LiveScan) Local, State, and National (as applicable)
- CA POST Attestation of Peace Officer Eligibility (Form 2-356)
- Other documents, as determined by the City

Review of Candidate's Personal History Statement: POST regulations dictate that the information be diligently reviewed for accuracy, consistency and authenticity. TruView has extensive experience in application and document review. Our detail-oriented investigators carefully consider and independently examine each piece of information supplied by the candidate. Following document review, investigators conduct complete online and field investigations to verify all information provided by the candidate. TruView will follow all POST regulations with respect to review and investigation of personal history information.

- Identify conflicts, contradictions and/or immediate disqualifying factors (i.e. felony convictions, current illegal drug use, lack of citizenship documentation)
- Review and analyze all documents provided by the candidate, verify their authenticity, confirm that they are sufficient and legally acceptable for the purposes of the background investigation; to include: sealed education transcripts, diplomas, citizenship documents, birth certificate, Social Security card, passport, DMV documents/drivers' license, professional licenses, insurance certificates, military records, credit reports, marriage certificates, civil/criminal/divorce files, bankruptcy documents, etc.

Initial Applicant Interview: TruView POST investigators are experienced interviewers, fully versed in conducting legal, effective interviews. We comply with privacy laws, the Americans with Disabilities Act, and all other relevant laws, regulations, and industry standards. TruView will perform in-person interviews of each applicant and provide written documentation. Deliverables include an interview summary and a digital recording of interview. Interviews include:

- Review application or resume with candidate to observe if any answers change
- Identify curious, suspicious and/or incomplete candidate responses
- Question the candidate about possible disqualifying issues
- Establish rapport with the candidate to obtain more open and candid answers
- Identify deceptive behavior exhibited by the candidate
- Clarify ambiguous, incomplete or missing information on PHS/PIQ
- Obtain necessary authorizations, releases and waivers
- Gain a solid overall view of the candidate and their personal history
- Verification of date of birth, marriage/divorce records, and military records
- Obtain copies of any original documentation provided by the candidate

Social Security Number Trace and Address History: Confirmation of address history and Social Security number provided by applicant and the identification of jurisdictions for court searches; results may provide additional names, jurisdictions, and other personal identifiers not disclosed by the individual. Searches are initiated on the same day as received and subjects are verified through the SSN trace (identity verification), which also identifies the jurisdictions searched for criminal history. TruView's SSN Trace includes identity fraud indicators.

Criminal Records Inquiries: TruView will perform law enforcement record checks for each applicant (with inquiries sent to every city, county, and college law enforcement agency where the applicant lived, worked, and attended college). Includes state/county criminal court conviction record search and national criminal database search, with searches comprising sex offenses, domestic violence, and so forth.

10-Year Employment History Verification:

- Interview supervisors and co-worker for current and past employment (in-person checks for employment over past three years; mail inquiries for employment beyond three years)
- Provide candidate's Notarized Release and Waiver (If employer refuses to provide information, even with necessary documentation, the candidate is notified, and the efforts are documented in the investigative file.)
- Review and copy personnel records (investigator verifies whether this will be available onsite or through corporate channels)
- Review of personnel files and Internal Affairs files (if applicable)

TruView is adept at utilizing third-party online verification systems, such as The Work Number, if needed. (Additional third-party fees are passed through at cost.)

Residential Canvassing: Canvassing is an integral part of any pre-employment background investigation. TruView's investigators are accustomed to creating an environment to put the interviewee at ease and facilitate dialogue. TruView will perform residence/neighborhood inquires/verification for each applicant for all locations applicant has lived over the last year. Mail inquiries will be sent to residences where the applicant lived from their 15th birthday onward. Residential canvasses may include:

- Interview neighbors and housemates to verify residence and provide insight into any potential adverse issues (if neighbors are unavailable, leave a residential questionnaire, business card and return envelope)
- Interview Property Manager/Landlord for any available tenant information regarding verification of dates of residence, rental payment history, information regarding complaints or damage to residence upon departure.

Spousal/Significant Other Interviews: In-person interview with current and/or former spouses and significant others, covering subjects such as:

- Domestic violence incidents
- Use of alcohol and drugs
- Candidate's temperament
- Financial status (current and previous)
- Past employment issues
- Associations with friends, neighbors, co-workers
- Spouse's opinion regarding candidate's decision to become a peace officer

Reference Inquiries: TruView conducts reference inquiries for each applicant (all references listed on PHS and secondary references identified by investigator). TruView will make and document three attempts. Mail inquiries will be sent after three failed attempts to contact by phone. Any returns received after the file has been submitted to the City are returned for inclusion in the file.

Education Review: Including verification of high school, college, and/or vocational school records and graduation status.

Verification of Certificates, Licenses, and Accreditations: TruView verifies relevant credentials through the issuing agencies/entities for accuracy, status, and if complaints have been filed and final disposition.

Civil Records Search (if requested by Client): TruView investigators perform physical searches of county courts where the applicant lived and worked, providing copies of original civil records and judgments held by the court.

Financial Records Search: TruView investigators obtain applicant records to construct a picture of the applicant's financial history, to the extent permitted by law.

Electronic Online Database Searches: Investigators conduct internet database searches for DMV reports/driving record, bankruptcies, property, corporations, business affiliations, liens, judgments, and marriages. Investigators conduct follow-up inquires based on information obtained.

Social Media History: Social media sites are excellent resources for obtaining additional information about candidates. Often, people's online lifestyles say more about them than a personal history statement or other traditional means of candidate screening. TruView utilizes online lifestyle searches in nearly every investigation it conducts. These sites are free to search and easy to use and understand. These searches can reveal information about a candidate's friends, their off-duty activities, hobbies, education, employment history, and general demeanor. TruView investigators are experts at obtaining useful information from social media searches.

Drug Use: Legal inquiries as to the candidate's drug use are made.

Tattoos/Self-Inflicted Disfigurements (if requested by Client): TruView investigators will determine if the applicant has self-inflicted disfigurements that could be in noncompliance with City's policies with respect to tattoos, earrings, and other appearance characteristics.

Law Enforcement Agency Checks: Perform agency checks for the applicant (mail inquiries to all law enforcement agencies where applicant has previously applied). TruView investigators will complete an in-person review of the applicant's background file, as reported by the agency through mail inquiry return. For cases where the background investigation was started of completed, the investigator contacts the agency by telephone. Any returns received after the file has been submitted are returned to the City for inclusion in the file.

Clarification Interview with Candidate: As needed, TruView conducts an in-person interview of candidate to clarify adverse or significant information obtained during the background investigation.

- In-person interview of candidate to clarify adverse or significant information obtained during the background investigation
- Interview may be conducted with two investigators to ensure thoroughness
- Utilize effective interviewing techniques to gain truthful statements
- TruView immediately contacts the City if it is determined that false information was provided by the candidate.

Review and Follow-Up: Review and follow-up is conducted throughout the investigation to identify possible inconsistencies or potential concerns to the City. If additional clarification is required, TruView conducts follow-up interviews with witnesses.

Department Notification: If the investigation reveals potentially disqualifying information at any time during the background investigation, the City will be contacted immediately. The Investigations Manager will assist the City in determining whether the background investigation will continue or whether the candidate will be disqualified based on the information obtained.

Background Investigation Narrative Report: TruView will produce a narrative report of investigative findings, using the Client-specified format.

Complete Background File: Documentation for the background investigation will be submitted when the candidate has successfully completed all phases of the hiring process, including the psychological evaluation and medical examination if required per POST standards. TruView will provide a complete background packet using established format dividers. Documents will be in order as directed by the City and all pages, except for divider pages, will be numbered.

Electronic File: If requested by City, TruView will provide a completed background investigation in digital format, in addition to the hard copy binder.

Requests from Other California Law Enforcement Agencies: TruView will share the narrative summary of an applicant's background with other law enforcement background investigators who present a valid waiver authorizing City to disclose the information contained in any background investigation.

C. Ensuring Accuracy

TruView conducts an initial review and interview with each applicant. This is done utilizing their submitted Personal History Statement. Prior to the interview, we conduct a thorough review of the Personal History Statement and note any areas of concern, then conduct a recorded interview with the applicant. During this interview, the applicant is advised of the importance of being honest, truthful in their responses and the information provided in their PHS is to be accurate and correct. During the review, our investigator goes page-by-page with the applicant to ensure the information is accurate and correct. Any changes needed to be made is done so by allowing the applicant the opportunity to make any changes or disclose any information which was not previously reported. Any noted changes are made in red ink and the applicant must re-initial each page to confirm the changes.

Upon completion of the interview, we complete a Personal History Statement Summary Report, noting disclosed information. Any significant changes to the PHS, areas of concern, and POST Dimensions of concern are noted; noted POST Dimensions include inaccurate or incomplete information. We forward this report to the City for review and determination if the City wants to move forward with the background investigation of the applicant.

If, during the investigation, we discover inaccuracies or incorrect information, and based on the severity of the inaccurate information, the investigator may contact the candidate to verify information. If the information is severe in nature, we will contact the City, advising you of the

inaccurate information provided, so a determination can be made as to whether to continue with the process, or not. If the decision is to move forward, our investigator will conduct a discrepancy interview to address the inaccuracy. Any noted changes, whether inaccurate or incorrect, are noted within the final Summary Report. Again, the investigator will note the POST Dimensions in their final report.

With respect to polygraph examinations, if the applicant passes the examination, a report is completed and provided to TruView's investigator to conduct a comparison review of the polygraph report and the applicant's Personal History Statement. This is done to ensure all answers and provided information is accurate and there are no significant differences in responses. Any discrepancy is noted and brought to the attention of the City. The County will make the determination if the discrepancy is egregious enough to disqualify the applicant. If the City makes the determination to move forward, the investigator will then conduct a discrepancy interview with the applicant. All discrepancies are noted within the final summary report.

We believe in building strong working relationships with our clients and work with them in conducting our backgrounds of their candidates—it is the TruView way.

D. Investigation Dimensions

TruView follows all guidelines in the 2020 edition of *Background Investigation Manual: Guidelines for the Investigator,* published by the California Commission on Peace Officer Standards and Training. Peace Officer and Public Safety Dispatcher background investigation Dimensions are among the elements and guidelines we strictly follow, and they are part of a complete investigation. We gain a deeper understanding of the candidate's personal dimensions through thorough candidate interviews, supplemented by residential canvassing and review of the candidate's historical background.

Dimensions are critical to the task of determining whether the candidate has the moral character, ability to handle stress and adversity, work habits, ability to interact personally, and intellectual capacity to serve in the position of a law enforcement officer in the State of California. TruView POST investigators are certified and trained—and have the requisite experience—to make these important determinations. The Dimensions are a key part of every POST investigation that TruView conducts for law enforcement and public safety dispatcher positions. The Dimensions serve as points of focus for the background investigation as a whole and are considered as we create the final report submitted to the City.

TruView's POST investigators exercise caution not to impose their own personal beliefs and/or prejudices as the benchmark against which to measure character—we follow those established by the City, as well as through best practices in the law enforcement community, accounting for such factors as patterns of past behavior; repeating behaviors; the likelihood of recurrence of the behavior; the length of time between the undesirable act(s) and the application for employment, and so forth. Investigators are attuned to the importance that Dimension assessments comport with the City standards; are job-related; and are legally defensible. To that end, we communicate with the City to ensure that our assessments align with your requirements and level of scrutiny; we are also sensitive to the fact that some Clients might consider certain character benchmarks to be overly stringent and counterproductive in a potentially shrinking applicant pool.

E. Service Highlights

Unique, Relevant Experience: TruView provides investigative and background screening service for over 1,200 Clients, approximately half of whom are government agencies. We perform investigative services—including background investigations—for some of the largest, busiest, and most dynamic government agencies in the United States. Pre-employment background investigations—and POST investigations for California agencies—are a core competency for TruView.

We Intertwine Technology with the Power of Human Analysis: We love technology and its ability to optimize our efficiency but we believe strongly that it must be intertwined with the power of human analysis. Through our services, we serve as ambassadors for our Clients, ensuring we maximize the user experience in every interaction.

"Finding the Needle": TruView investigators "find the needle" when others cannot. With our expertise and analytical capabilities, we uncover everything that is legally observable and obtainable, cost-efficiently. TruView investigators have wide-ranging skill sets in both traditional and cutting-edge methodologies *and* the acumen to apply those skills in new contexts, such as investigations within the changing environment of federal and state regulations. Our investigators know how the criminal justice code applies to their trade, and they work seamlessly with law enforcement agencies. The TruView "investigator toolbox" is robust. No case is too complex. Our investigators work independently from start to testimony, with the ability to "see the big picture."

"Agency Ready" Reports: Every background investigative case report that is released from our offices will be reviewed by the Investigations Manager to ensure it meets Client objectives. We eliminate the "investigator speak" and substitute is with clear, concise, grammatically correct reports that are suitable for employment boards, administrative hearings, or court. Our cloud-based TruOps Case Management System gives us a better tool for documentation, case management, and performance analytics, but also for delivering reports that are truly Agency-ready.

Document Review: TruView's investigative team performs first- and second-level reviews of a wide range of complex electronic and hard copy documents connected with investigative cases, including financial records, legal documents, applications, certifications, government forms, and so forth. Documents are scrupulously reviewed in the context of the prevailing regulations and laws.

Wide-Ranging Investigative Expertise: TruView investigators possess wide-ranging investigative expertise in the tools of the trade that are advantageous in many types of investigations, such as the ability to work complex cases independently and effectively, from "start to testimony," resulting in more time-efficient and effective investigations; the ability to adapt to changing environments; computer proficiency and the ability to use database search tools; excellent interviewing skills; the ability to blend an understanding of larger concepts with observational and analytical skills to "connect the dots" in complex cases; the ability to analyze data quickly and extract; and complete knowledge of relevant laws.

Timeline

Process milestones include:

- Step 1: Completed PHS and Notarized Waiver
- Step 2: Supervisory Scoping
- Step 3: Initial Interview and Review of Required Documents
- Step 4: Initial Residential Canvassing of Current Residence
- Step 5: Database and Online Searches
- Step 6: Legal Records Checks/Searches
- Step 7: Field Work, to include Employment Verification, Previous Background Checks, Prior Residence Canvassing, etc.
- Step 8: Personal Reference and Significant Other Interviews
- Step 9: Supervisory File Review and Investigator Follow-Up
- Step 10: Supervisor Report Review

Turnaround Times: The POST background investigation process contains many variable elements; therefore, the duration of tasks and subtasks cannot be reasonably predicted. However, as stated in Section 2, above, we anticipate no difficulties in meeting the required turnaround times for Police and Fire background investigations, and we are fully capable of meeting turnaround times for expedited investigations. As an organization and as a team, TruView takes a collaborative and responsive approach to Client partnerships; in part, this means communicating the City representatives quickly and directly if any delays or difficulties in obtaining information are encountered. We believe we provide the industry's most thorough, efficient, and complete investigations, from which a candidate can most fairly be judged and a recommendation as to his or her suitability be made. Throughout our service history, TruView has met every reasonable expectation for turnaround times, and we are confident that we will meet the City's goals for turnaround times.

F. TruOps Case Management System

TruView can provide reports electronically to the City and make these reports available through our secure web portal. TruView utilizes a proprietary, customized, cloud-based case management system that allows us to track, archive, and send reports securely to our Clients.

As part of our value-added, best practices service approach, TruView Project Team uses the proprietary, Cloud-based TruOps Investigative Management Platform, customized for each contract. TruOps is a holistic, "360-degree" case management platform that allows Clients to seamlessly transmit and receive files automatically to and from TruView through a secure/encrypted portal and receive the completed deliverables in return. TruOps integrates seamlessly with TruView's powerful investigative database and open-source intelligence tools and allows project management to assign and track cases; analyze work performance to make more informed case management decisions and ensure contract compliance; and perform HR, time-tracking, and payroll functions. It is fully expandable for Client customization. With this tool, we can key on personnel data—such as geographic location, work experience, certifications, languages spoken, education, and so on—to ensure personnel compliance, add additional or replacement personnel, if needed, and satisfy specific contract requirements. TruOps allows us to track data and analytics on all our cases.

TruOps network is entirely hosted on the Amazon Web Services (AWS) cloud. Amazon is a

leading cloud service provider and is trusted by enterprises around the world for its outstanding reputation for security and stability. TruOps utilizes a number of security mechanisms to ensure that customer data is safe from unauthorized access:

- User accounts are protected by a username and a strong password (rules enforced).
- Minimum password length is configurable to control password entropy.
- Customers can configure mandatory password rotation intervals, ensuring that employees and clients change their passwords over time.
- Brute force attacks are mitigated through the use of challenge questions, and automated account locking after multiple invalid login attempts.
- Session timeouts after a period of inactivity ensure accounts are not left logged in.
- TruOps offers Multi-Factor Authentication (MFA), which provides enhanced security by ensuring that unauthorized users cannot login to your account.
- Once authenticated, user access is scoped through the use of User Roles (i.e. User Access Lists), ensuring that users only have access to the data they require. System administrators can configure permissions or remove a user's access instantaneously.

TruOps includes functionalities such as:

- **Geo-Location Technology**, which would provide the ability to pinpoint investigator locations minute-to-minute, allowing the Client to further refine scheduling and assignments in real time, as investigators are on the move.
- **Web App for Trip Reports**, which allows us to conveniently complete, deliver, archive, and retrieve trip reports, providing access to both the Client and TruView from the moment investigators upload them on completion, allowing TruView to provide greater support in managing and reviewing deliverables.
- **Contract Library**, allowing the Client to maintain contract tools, guidelines, and forms online, where they are accessible to all investigators and staff.
- **Human Resource Information System**, through which our management team tracks the personal information, qualifications, and status of investigators in our resource pool. With this tool, we can key on personnel data—such as geographic location, work experience, certifications, special qualifications, and so on—to ensure personnel compliance, add additional or replacement personnel, if needed, and satisfy specific contract requirements.
- **Work Performance Analysis Tool**, through which we can track cases, rate performance, and make more informed case management decisions—again, with the ability to customize based on contract requirements.
- **Time and Expenses Tracker**
- **Electronic Payroll Function**, through which TruOps automatically connects with our payroll system to help ensure seamless, accurate payroll and billing.
- **Expandability**: TruOps provides limitless flexibility and expandability for managing large contracts.

5. CONFLICT OF INTEREST STATEMENT

TruView has no financial, business, or other relationships with the City or any other entity that could impact the selection process. TruView is scrupulous in ensuring that any such conflicts will not occur during our contract with the City.

6. COST PROPOSAL

TruView BSI's cost proposal is based on our experience in performing California POST-compliant pre-employment background investigations of candidates for sworn and unsworn positions in California municipalities, including law enforcement and public safety agencies, as well as on our understanding of your needs.

Background Investigations Fee Schedule	
Investigation/Service	**Fee**
Full/Complete POST Police Background Investigation	**$1,600 per subject**
EXPEDITED Full/Complete POST Police Background Investigation	**$2,000 per subject**
Full/Complete POST Fire Background Investigation	**$1,500 per subject**
EXPEDITED Full/Complete POST Fire Background Investigation	**$1,875 per subject**
Augmented POST Executive Level Background Investigation	**Please inquire**
Site Searches / Investigative Work	**$95.00 per hour**
Polygraph Services	**Please inquire**
TruView Staff Attendance at Orientation/Fingerprinting/Polygraph	**$500 fixed fee per Staff Member/Manager**

Pricing Notes:

1. TruView will charge the fee of $95.00 per hour plus usual and customary expenses for Disqualified Applicants/Incomplete Background Investigations
2. Applicant is responsible for providing copies of school transcripts and official driving record.
3. Fees above are for complete investigations and do not include mileage for travel, as required, to be billed at IRS rate ***as a direct pass-through expense***.
4. When the Client requires (non-local) travel, TruView will provide the City with an itemized list of expenses, as well as copies of receipts for all expenses occurred. Any such expenses will be passed through at no added mark-up to the Client. Additionally, TruView will not perform any significant travel without the prior Client approval.
5. Client will provide TruView with postage paid return envelopes for mailing or reimburse postage expenses.
6. TruView can also provide polygraph services and would be pleased to discuss this feature with the Client.

City of Montebello
RFP 24 - 6
Pre-Employment Background Investigation Services
Appendix B – REFERNCES

Entity Name City of Santa Monica Fire Department

Business Address 333 Olympic Drive, Santa Monica, CA 90401

Name of Contact Tom Clemo

Title Contact Deputy Fire Chief

Telephone Number of Contact 310-458-8666

Email of Contact Tom.clemo@smgov.net

Description of Project Since 2016 TruView has conducted POST background investigations of candidates for sworn and unsworn positions in the City's firefighter and public safety dispatcher departments

Date of Service 2016 - Present

Entity Name Tuolumne County Sheriff's Office

Business Address 28 N. Lower Sunset Ave., Sonora, CA 95370

Name of Contact Jacob Ostoich / Ashley Boujikian

Title Contact Sergeant / Deputy

Telephone Number of Contact 209-768-3209 / 209-770-7114

Email of Contact jostoich@co.tuolumne.ca.us / jboujikian@co.tuolumne.ca.us

Description of Project Since 2019 TruView has conducted POST background investigations for District Attorney Investigators; Deputy District Attorney; Deputy Sheriffs; Jail Deputy; Juvenile Corrections staff; Probation Officers; Sheriff's Dispatchers; Deputy District Attorney; Information Technology Staff; other civilian staff for Tuolumne County

Date of Service

Entity Name City of Delano Police Department/Delano Modified Correctional Facility

Business Address 140 W. 11th Ave.Delano, CA 93215

Name of Contact Darcel Carrillo

Title Contact Human Resources Manager

Telephone Number of Contact (661) 720-2224

Email of Contact dcarrillo@cityofdelano.org

Description of Project TruView conducts POST background investigations of candidates for sworn and unsworn positions in the City's police department and modified correctional facility.

Date of Service 2015- Present; 2nd contract

Exhibit "B"

SCHEDULE OF COMPENSATION

Effective Date – June 30, 2024	**$37,500**
July 1, 2024 – June 30, 2025	**$75,000**
July 1, 2025 – June 30, 2026	**$75,000**
July 1, 2026 – December 31, 2026	**$37,500**
Extension options	
January 1, 2027 – June 30, 2027	**$37,500**
July 1, 2027 – June 30, 2028	**$75,000**
July 1, 2028 – December 31, 2028	**$37,500**

An additional $25,000 per fiscal year (July – June) may be added with approval from the City Manager.

NA

Exhibit "C"

LIVE SCAN FINGERPRINTING REQUIREMENT

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 may be required to obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work on-site.

EXHIBIT "D"

TRUVIEW END USER AGREEMENT



END USER AGREEMENT

Client Name: CITY OF MONTEBELLO

Client Address: 1600 WEST BEVERLY BOULEVARD

MONTEBELLO, CA 90640

Type of Business: GOVERNMENT (CITY/MUNICIPAL)

By utilizing the consumer reports and investigative consumer reports provided by TruView, Client is considered an "End User" of consumer reports and/or investigative consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA") and applicable state law. A copy of the FCRA is available at http://www.ftc.gov. Client shall be responsible for identifying and complying with all federal (including the FCRA), state, local and foreign laws and regulations applicable to Client in connection with its procurement and use of these services. In accordance with FCRA and state requirements, Client agrees as follows:

End User has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

1. The End User certifies its permissible purpose as (***choose applicable purposes***):

   _____In connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes"); or

   _____In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

   _____In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or In accordance with the written instructions of the consumer; or

   _____For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or

   _____As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

   _____ In connection with the determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status

2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

4. End User will provide prompt notification to TruView of any change in location, mailing address, or ownership.

5. End User will provide immediate notification to TruView of any data security breach.

6. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

7. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

8. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

Rest of page intentionally left blank.

FOR ACCESS TO CONSUMER CREDIT REPORTS FOR EMPLOYMENT PURPOSES:

1. End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

2. End User certifies that it will not request a Consumer Report for Employment Purposes unless:

   - A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;

   - The consumer has authorized in writing the procurement of the report; and

   - Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

3. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

   a. A copy of the Consumer Report for Employment Purposes; and
   b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

4. End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

Rest of page intentionally left blank.

FOR ACCESS TO FULL CONSUMER CREDIT REPORTS:

1. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

Signature: _____ Date: _____

Printed Name: RAUL ALVAREZ Title: CITY MANAGER

Agr. No. 4169 - TruView BSI (All Docs)

Final Audit Report 2023-12-11

Created:	2023-12-11
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqWqEs-sk19FVcTO3Syr6UZjeRn1lg3s5

"Agr. No. 4169 - TruView BSI (All Docs)" History

Document created by Micah Herd (mherd@montebelloca.gov)
2023-12-11 - 3:43:00 PM GMT

Document emailed to Nick Auletta (nmauletta@truviewbsi.com) for signature
2023-12-11 - 3:45:09 PM GMT

Email viewed by Nick Auletta (nmauletta@truviewbsi.com)
2023-12-11 - 5:14:15 PM GMT

Document e-signed by Nick Auletta (nmauletta@truviewbsi.com)
Signature Date: 2023-12-11 - 5:19:31 PM GMT - Time Source: server

Agreement completed.
2023-12-11 - 5:19:31 PM GMT

Adobe Acrobat Sign

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance
Paul Espinosa, Police Chief

SUBJECT: **REQUEST TO INCREASE ANNUAL BLANKET PURCHASE ORDER AMOUNT WITH CDW-G FOR FISCAL YEAR 2023-24 FOR PURCHASE OF CRITICAL PUBLIC SAFETY HARDWARE**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize increasing the annual blanket purchase order amount with CDW-G from $50,000 to $175,000 during Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On June 14, 2023, the City Council authorized purchases from CDW-G via a blanket purchase order up to $50,000. This action allows staff to purchase various information technology hardware and software from a reputable vendor at reduced government rates. Staff across all departments have utilized the blanket purchase order process to acquire various hardware and software for daily operations.

Recently, the Police Department identified the need to replace several of its in-patrol car computers (i.e., Mobile Digital Communicator, MDC) due to end-of-life and necessary upgrade requirements. Staff has found pricing and availability utilizing CDW-G, and will make MDC purchases for approximately $91,000. Adding these critical Police Department MDC purchases to the existing blanket purchase order amount, it has been determined that the approved amount should be increased to $175,000 for the remainder of the current fiscal year.

This amount will also provide additional funding for an anticipated second phase of MDC purchases by the end of the current fiscal year for newly acquired patrol vehicles that are replacing aging and worn older model patrol vehicles. In addition, the City's Code Enforcement Officers will be outfitted with toughbooks in order to maximize the amount of time they are in the field by providing technology that will allow them to file reports, check email and perform other business functions without having to report back to City Hall.

The Police Department related MDC purchases will be funded utilizing asset forfeiture funds. The FY 2023-24 budget already includes appropriations in this special fund for these expenses. Therefore, a budget amendment is not needed as part of the action increasing the total blanket purchase order amount.

BACKGROUND/DISCUSSION:

As a member of multiple cooperative purchasing networks, the City can access publicly vetted agreements for various items and services. On June 14, 2023, a staff report was submitted to the City Council requesting authorization of blanket purchase orders with vendors that are used regularly city-wide. This list includes Amazon, CDW-G, Dell Computers, Home Depot, and Office Depot. Under Montebello Municipal Code Chapter 3.20.050(F), Piggybacking Purchase, the City can establish purchase orders with these vendors using the same terms and conditions.

Since the beginning of the Fiscal Year, the City has engaged with the sales team from CDW-G to acquire several critical technology products for use by the Police Department (i.e., MDCs) and is planning to purchase toughbooks for its Code Enforcement Officers as well as a second round of MDCs for newly acquired Police patrol vehicles. As a result of these increased hardware needs, staff anticipates the blanket purchase order amount originally approved by City Council will be exceeded before the end of the fiscal year. To ensure sufficient funds are available for all City departments, especially Police and Code Enforcement, it is requested that City Council authorize increasing the blanket purchase order amount from $50,000 to $175,000.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

To ensure sufficient funds are available for related public safety purchases from CDW-G, the blanket purchase order amount is requested to be increased from $50,000 to $175,000 for FY 2023-24.

ATTACHMENT(S)

1. Attachment A - CDWG Contract No. R210401
2. Attachment B - CDWG Contract No. R210401 Renewal (thru 2025)
3. Attachment C - SR - Blanket POs FY 23-24 - 06.14.2023

NEXT STEPS:

N/A

Region 4 ESC

Contract # R210401

for

Technology Solutions, Products, and Services

with

CDW Government LLC

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC, effective June 1, 2021:

I. Appendix A; Supplier Contract
II. Offer & Contract Signature Form
III. Supplier's Response to the RFP, incorporated by reference

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

1) **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:

   - Tuesday, January 19, 2021 @ 10:00 AM CST

2) **Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:

   - December 15, 2020 @ 11:00 AM CST

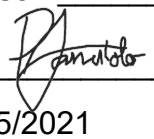
All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name CDW Government LLC

Contact Person Pam Janutolo

Signature 

Date 01/15/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer Contract Signature Form (Appendix A)

Terms and Conditions Acceptance Form (Appendix B)

All information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

© CDW Government LLC 2021

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between ***CDW Government LLC*** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. ***Refer to Appendix B***

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. ***Refer to Appendix B***

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. ***Refer to Appendix B***

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Refer to Appendix B for additional clause regarding cloud services

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	CDW Government LLC
Address	230 N Milwaukee Ave
City/State/Zip	Vernon Hills, IL 60661
Telephone No.	847.371.5800
Email Address	david.hutchins@cdwg.com
Printed Name	David Hutchins
Title	Vice President, Strategic Programs
Authorized signature	David C Hutchins

Accepted by Region 4 ESC:

Contract No. R210401

Initial Contract Term June 1, 2021 to May 31, 2021

Margaret L. Bass — 4/27/2021

Region 4 ESC Authorized Board Member — Date

Margaret S. Bass

Print Name

Linda Tinnerman — 4/27/2021

Region 4 ESC Authorized Board Member — Date

Linda Tinnerman

Print Name

4/27/2021

4/27/2021

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Please see attached Exceptions Sheet	
		Proposed Appendix D exceptions will be negotiated directly with OMNIA Partners	

Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021

Proposed Deviations

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A 11 b) / page 17	Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Termination for Cause. If, for any reason, ~~Contractor~~ either party fails to fulfill its obligation in a timely manner, or ~~Contractor~~ violates any of the covenants, agreements, or stipulations of this Contract ~~Region 4 ESC~~ the non-breaching party reserves the right to terminate the Contract ~~immediately~~ and pursue all other applicable remedies afforded by law provided the breaching party is unable to cure such deficiency within thirty (30) days after receipt of notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	**Accepted**
Appendix A 22 / page	Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and, to the extent provided be the manufacturer, one (1) year labor warranty unless otherwise agreed to in writing.	**Accepted**
Appendix A 30 / page 20	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses finally awarded by a court of competent jurisdiction arising out of or resulting from the grossly negligent actions of the	**Accepted**

	solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract which proximately causes death or personal physical injury, or from damage to tangible personal property suffered or incurred by Region 4 ESC. Claims do not include any damages or liability that are otherwise excluded from this Contract or that arise from the product(s) or software or from the data processed thereby. Contractor's obligation is contingent upon Region 4 ESC providing: (i) Contractor sole authority in any claim's defense or settlement; (ii) all reasonable assistance, at Contractor's expense, in any such defense; and (iii) prompt written notice of and description of each claim. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY REGION 4 ESC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) $100,000. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix A 34 / page 20	CDW-G proposes a new clause be added to appropriately document its role as a reseller of cloud services.	It is acknowledged that Region 4 ESC is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service	**Accepted**

		Provider's standard terms and conditions, or such other terms as agreed upon by Region 4 ESC and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Region 4 ESC and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services. On occasion, Contractor may be required by the Cloud Service Provider to execute a separate agreement (each a "Cloud Service Order") with Region 4 ESC, which will be provided to Region 4 ESC in advance of purchase. Region 4 ESC shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. CONTRACTOR IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND REGION 4 ESC ASSUMES ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.	

Tab 2 – Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

CDW•G offers our entire product catalog of over 1,000 manufacturers. Our pricing offer is a fixed percent discount off the CDW•G Advertised Price by product catalog as seen below:

CDW•G Product Tree Categories	Discount*
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
Data Storage/Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
NetComm Products	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (Partner Delivered)	0.00%
Client Configure-to-Order	0.00%
Software	4.00%
Collaboration Hardware	4.25%
Video & Audio	3.50%
Cables	15.00%

*Discounts are taken from CDW•G National Advertised price. Our National Advertised price is benchmarked against current market demand as well as live pricing on our competitor's websites, which we adjust to remain competitive.

Note: Apple products are offered / allowed at 0.5% discount from National Advertised price, irrespective of category classification. However, CDW•G is not authorized to sell Apple to the K12 segment.

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ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).



iii. Is pricing available for all products and services?

CDW•G offers our entire product catalog, which includes hardware, software, and services exclusive of cloud-based software offerings which are available under another OMNIA Partners/ESC Region 4 Contract that we currently hold, #R171001 (Total Cloud Solutions).

iv. Describe lease/rental options available including financing information.

Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view

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our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps:

1. An initial discovery session to understand member goals, requirements, and budget
2. An assessment review of members' existing environment and definition of project requirements
3. Detailed vendor evaluations, recommendations, future design, and proof of concept
4. Procurement, configuration, and deployment of the final solution

Our diverse portfolio offers Region 4 ESC members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work with Region 4 ESC to explore the need to engage additional leasing partners.

Region 4 ESC members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.

Please note:

- Once the Region 4 ESC customer/member agrees to the proposal, the third-party Leasing Company produces a contract between themselves (lessor) and Region 4 ESC customer/member (lessee). CDW•G is not a party to the lease.
- CDW•G will provide leasing options when regulations permit.

v. Describe any shipping charges.

Contract pricing offered includes lowest ground freight option, delivered to the specific receiving point identified in the purchase order. Expediated freight, shipping to Hawaii or Alaska or special deliveries would be an additional cost or at the discretion of the dedicated account team and subject to review.

vi. Provide pricing for warranties on all products and services.

CDW•G offers our entire product catalog, which includes warranties available for goods. This is included in our Category discounts.

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vii. Describe any return and restocking fees.

Standard re-stocking fees are as follows:

- 30 Days after Invoice = 15% return fee
- 60 Days after Invoice = 30% return fee.
- Restricted manufacturers & items will incur a return fee Day 1 from invoice.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Region 4 ESC prices and percentage off discounts listed in our proposal are the ceiling price at quantity one (1). It is our experience that few purchases are made for quantity one and that often we can share additional discounts with customers through our close relationships with key OEMs. It is through this practice, we encourage Region 4 ESC members to work directly with their dedicated account team for opportunities where volume is present to identify additional discounts which might be available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Automated Contract Management System
Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. If you need to make purchases on the Region 4 ESC contract, users can view contract specific pricing as they shop on Account Center. Your Account Center will automatically populate up-to-date contract pricing.

Program Management Oversight
The Region 4 ESC contract will be assigned to David White, your current Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained.

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The category discount percentages will remain firm during the life of the contract.

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CDW•G processes a transaction every 3 seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, our Advertised Pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. We choose to go above and beyond competitive market pricing for our customers by providing a competitive discount on our Nationally Advertised Price (NAP) index. We believe that by providing additional discounts off an already dynamic price index, the Region 4 ESC members will receive best value. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

As a leader in technology solutions, CDW•G's product portfolio continues to evolve with new products and new partners. As new items are entered into our product portfolio, they are classified into the current product category hierarchy, and will be assigned the discount percentage aligning to that specific category.

xii. Provide any additional information relevant to this section.

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Tab 3 – Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Omnia Partners Documents (Appendix D) below.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged
Please see **Appendix B - Terms and Conditions Acceptance Form**

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see **Attached Federal Funds Certifications (Appendix D, Exhibit F) and the New Jersey Business Compliance (Exhibit G)**

iv. Describe how Offeror responds to emergency orders.

Whenever a Region 4 ESC order requires expediting, it will be treated with priority. If an emergency arises, contact your dedicated Account Manager who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) needed for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors are able to do so, even in the event of industry wide supply constraints. This has been the case throughout 2020 as we have worked with many K12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We have successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible given market conditions.

For any priority rated order, please contact the designated program manager on record as early as possible.

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v. What is Offeror's average Fill Rate?

A key factor that differentiates CDW•G is our ability to deliver the right products right when you need them. We currently carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers so we have the products you need, when you need them.

CDW•G has two state-of-the-art distribution centers: a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our strategically located distribution centers allow us to ship your products to your U.S. location(s) quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Region 4 ESC has access to our highly trained and certified technicians to custom-configure your systems to save you time and free up your IT resources. Products arrive ready to use out of the box, maximizing your employees' productivity. This physical warehouse model allows CDW•G to provide Region 4 ESC with the quickest order turnaround in the industry.

CDW•G's same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Our accuracy of products shipped is in the 97-99% range due to the number of checks and balances we have in the system. The delivery location is set at order entry so if the address is put in correctly it will be delivered as requested as long as the carrier delivers it as expected

vii. Describe Offeror's return and restocking policy.

CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. Please contact your CDW•G Account Manager or Customer Relations at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com, to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. This will expedite and help ensure the proper action or credit upon processing.

The following information is needed when requesting an RMA number:

- Customer number
- Invoice number
- Serial number
- Reason for return
- Action to take (replacement/repair/return/credit)
- Whether the box has been opened or is manufacturer sealed.

CDW•G's complete return policy can be found here: CDW•G Return Policy

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viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

In those instances where Region 4 ESC chooses the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience

CDW•G does not manufacture products, but end user IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through your dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet Region 4 ESC's needs. In order to understand all of our best-value options, we recommend that you work with your trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance.

For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Region 4 ESC when left to manage this part of the technology lifecycle on their own. Imagine for a minute Region 4 ESC with small IT staff, is left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage so you aren't bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs.

ix. Describe Offeror's customer fulfillment process

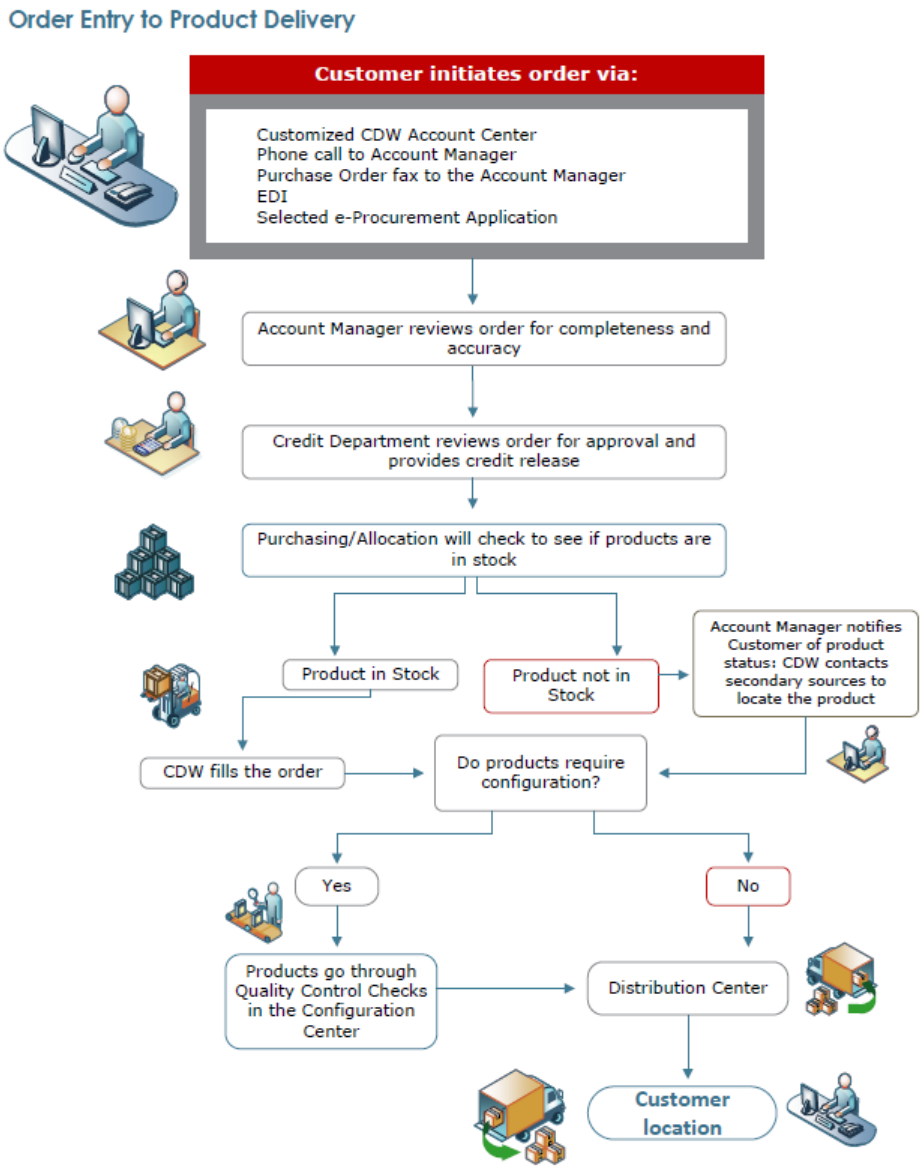
The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

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Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

Most orders are picked using radio frequency scanners, or voice picking headsets to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application. Larger items are placed onto the conveyor where the entire carton goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.



x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday.

We service customers through phone support, email, and live chat. You will be able to contact our customer relations staff directly or you can go through your Account Manager to resolve problems. The

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customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Each customer relations representative completes a 6-8 week training program upon hire, ensuring quality and consistency across our department. We look for candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within our department, helping us retain talent and experience.

Customer Support Hours
Customers can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:
phone and email M-F from 7am to 9pm CT
online chat M-F from 7am to 6pm CT

Technical Support:
phone and email M–F from 7am to 6pm CT
online chat M-F 7am to 7pm CT

Site Support:
phone and email M-Th from 7am to 6pm
online chat M-F from 7am to 7pm CT

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Or, a customer can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regards to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner.

CDW•G now has the capability to send .PDF invoices via email to customers, an important environmentally responsible initiative that Region 4 ESC may want to support. If Region 4 ESC would like to receive invoices as a .PDF attachment via email, please contact your CDW Account Manager to initiate this change.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

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xii. Describe Offeror's contract implementation/customer transition plan.

With experience managing thousands of contracts in the public space, CDW•G has a robust agreement management process, known as Contract Launch and Acceleration, to execute Region 4 ESC's requirements, successfully transition the current contract iteration to the new agreement, ensuring a seamless experience for Region 4 ESC. The six pillars of Contract Launch—Pre-Award, Intake, Setup & Compliance, Education, Performance Tracking, and Growth—ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle by a cohesive, multidisciplinary team.

CDW•G and our marketing team are very familiar with Region 4 ESC and the OMNIA Brand as a current contract holder. Upon award of the new contract, CDW•G will transition customers using the current contract to the new contract. After contract launch, we can add any new customer who requests being added to the contract by linking them to the new contract within 5 business days of request.

Pre-Award Activities

Contract Launch begins prior to a contract award by building a plan and corresponding activities in parallel to the response submission. As part of CDW•G's Contract Launch process, the following pre-award activities are currently underway:

- Members of Contract Launch Pre-Award (PA) Workstream will reach out to Region 4 ESC that have signed an Intent to Participate to understand any unique requirements. Information will be updated in CDW•G s proprietary customer account database in preparation for a PA.
- Detailed internal workflow with names, roles and responsibilities for the complete PA lifecycle. To avoid bottlenecks or single points of failure, each PA will have a designated owner to shepherd it successfully through the negotiation and execution process.
- Create and test a PA toolkit to enable all users that touch the internal PA execution process
- Using historical and existing PA data, we have developed a list of Purchasing Entities that need to be contacted to begin the contract transition process
- Additional resources across Strategic Programs and Sales have been identified and will be trained to support the expeditious execution of an influx of PAs.

Launch and Acceleration Activities

CDW•G's launch plan is already underway. Region 4 ESC can be confident in our ability to deliver timely solutions and support through this transitionary period.

The State Contract Launch & Acceleration	
Pre-Award	**Project Plan:** A list of tasks and responsible parties (Contract Champions) will be clearly identified and assigned ownership for Launch and Marketing activities. .
	Initial Review: Contract Champions review documented CDW•G contract deliverables with to ensure we are familiar with and committed to deliverables and expectations.
	Partnership Alignment: Align with strategic Partners to make them aware of the new contract iteration highpoints and expectations.
Intake	**Master Agreement Execution:** Upon award, CDW•G will initiate the execution of the contract with Region 4 ESC to create a smooth transition from current agreement to the new contract.

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Set-up & Compliance	**Contract Kick-off:** A kick off call will be established in concert with Region 4 ESC's stakeholders to review contract launch activities and introduce the core CDW•G/Region 4 ESC team. We will provide written timelines and summaries, in advance of calls.
	Pricing: Set up pricing in our contract management system and ensure compliance with agreed structure. Conduct Quality Control and confirm pricing is correctly populating to online portal and Purchasing Entity online accounts.
	Stretch and Piggyback Agreements.: CDW-G will contact each entity with whom we currently have a Stretch or Piggyback Agreement based on the existing contract R160201. We will determine whether there is a mutual interest in continuing the Stretch/Piggyback under the new contract; and if so, take steps to modify or create a new agreement as needed to address the individual circumstances.
	Contract Fees: Work with program management and finance teams to ensure proper set up for contract fee payments
	Custom Premium Page: Create landing page with contract details and confirm acceptability of the website format and data with Region 4 ESC.
Education	**Contract Wiki:** Develop a dedicated Wiki Page for Region 4 ESC to highlight contract requirements, eligibility, support structure for Sellers, limitations and exclusions and any other relevant information.
	Contract Announcement: Region 4 ESC's dedicated Program Manager will issue an announcement to all CDW•G sales team notifying them of the contract award and providing relevant information and resources.
	Contract Focused Training: Educate the sellers and other supporting roles on contract nuances, usage and compliance. Create virtual training modules in conjunction with live training to help Sellers drive the correct engagements with Purchasing Entities.
	Seller/Customer Awareness: Customer outreach collateral and notices including contract details and information will be created and distributed to Purchasing Entities to inform them of the contract award and get feedback on their specific needs.
Performance Tracking	**Reporting:** Establish contracting requirements and cadence for all Purchasing Entities.
	Customer Surveys: Develop customer satisfaction survey and implement remediation plan(s) for any identified performance lapses.
Growth	**Contract Strategy:** Align with Region 4 ESC's goals and build strategies to drive Purchasing Entity adoption and utilization through CDW•G.
	Marketing: The Program Management and Capture teams will align with CDW•G Sales, Marketing, and the State to build mutually agreed upon Marketing material to be distributed to Eligible Entities; Ensure collateral is compliant with contract requirements.
	Quarterly Contract Reviews: Meet quarterly with Region 4 ESC to review contract sales and observed trends.
	Annual Business Review: Meet with Region 4 ESC to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.
	Accelerate Contract Utilization: Prioritize entities which are either new to Contract as well as laser-focus on entities with established partnership with CDW•G.

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xiii. Describe the financial condition of Offeror.

Stability of CDW
CDW•G is a Fortune 500 company that is not only local, but also on firm financial ground. Leveraging our size and partner capital empowers us to effectively operate as our customers' advocate when it matters. And, if history is any indicator, it matters often. In a time of global unrest and economic uncertainty, CDW•G is the partner that will be here tomorrow. We are the partner that is not only financially stable, but also operates with heart and integrity.

Ability to Adapt/Agility
Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the wellbeing our communities and helping our customers navigate a rapidly changing environment.

Additionally, we have implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The following link is an example of what your website will be capable of: www.cdwg.com/esc4

Account Center Overview
Region 4 ESC will have its own Account Center that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web and we continue to develop enhancements based on customer feedback.

Our extensive suite of online tools, provided to Region 4 ESC at no additional cost, allow you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)

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- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

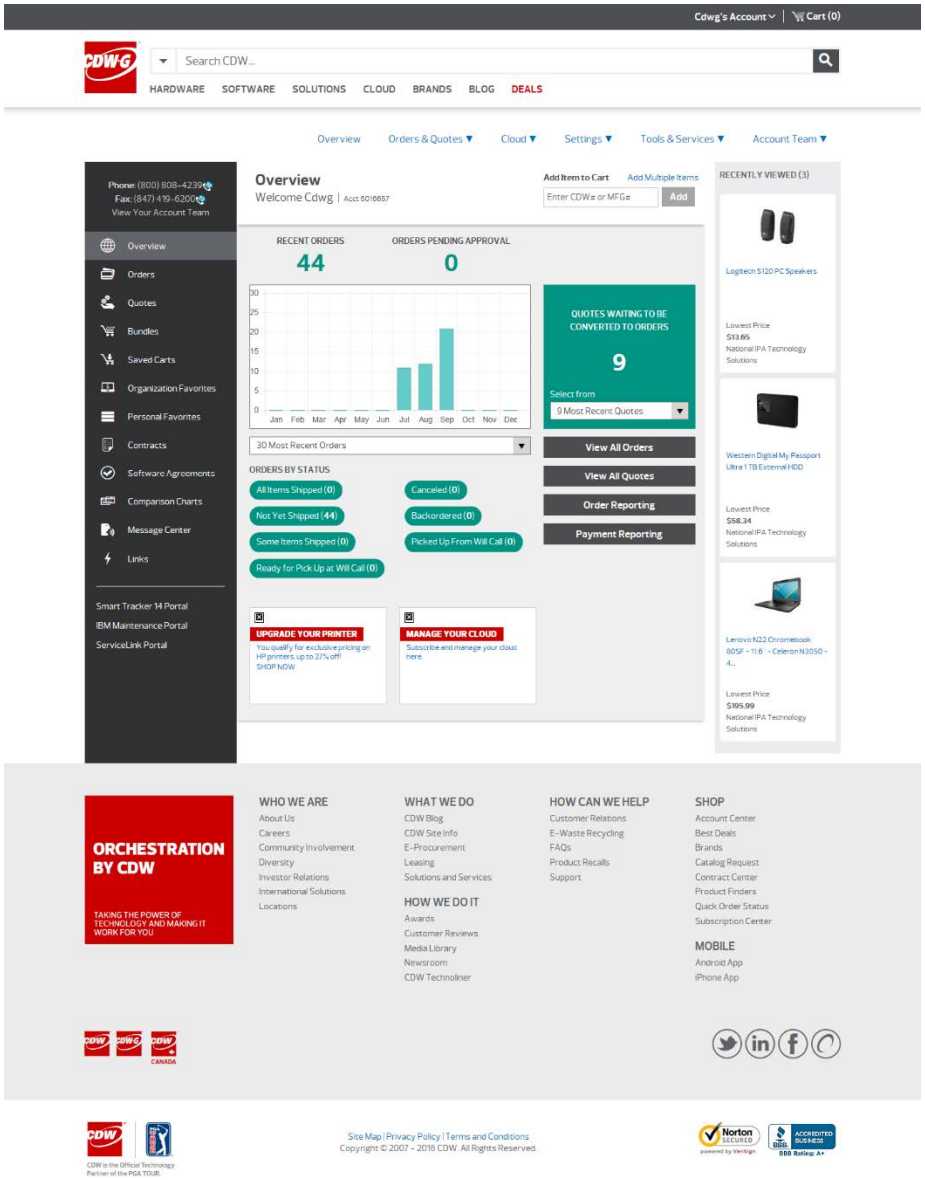
Website Advantages

Our web capabilities provide an extra level of convenience, customization and efficiency for Region 4 ESC. Your Account Center brings you:

Speed — Region 4 ESC folks can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, you and authorized colleagues can procure the best solutions your need at the best price from one of the industry's largest inventories of brand-name products.

Reporting — As a rich source of detail on purchase history, license agreements and asset tracking, CDW•G lightens the burden of generating reports. Your Account Center is a productivity-enhancing tool, giving you the exact detail you require whenever you need it. You can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. We bring you dynamic reporting for the information you need, when you need it, via your Account Center.

The value-added benefit of your Account Center is that you can better manage data and information that will allow you to make more cost-effective decisions. Your Account



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Center also reduces the administrative and purchasing costs involved in procurement.

Account Center Features:

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets you view, place and track orders according to their bill-to addresses. A single log-in gives authorized users a way to efficiently access their order status from across the enterprise while placing and tracking orders by address and location.

Account Team — Access Expert Support with a Personal Touch

Your Account Center allows you to work directly with your dedicated Account Manager and sales team as well as customer service professionals and certified technicians during every step of the purchasing cycle. Your Account Center lets you see pictures of your Account Team, view their contact information and check their availability in and out of the office.

Asset Management — Follow Asset-Tagged Hardware Throughout Your Company

Your Account Center provides an online asset management tool to track your asset tagged products. You can search by serial number, order number, or location. You can even create your own custom fields and add or enter products purchased from other vendors. This feature also allows you to modify your records to reflect the transfer of equipment from one location to another--a real plus for companies, like Region ESC, with multiple locations. Asset Management then lets you create and download a detailed report of your company's hardware assets.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability lets you customize your Account Center home page to show the products and configurations Region 4 ESC uses and streamline standard product orders. You can choose a variety of formats in which to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there's no guesswork when making repeat purchases on Region 4 ESC standardized solutions. You save hours having to conduct multiple steps, when you can simply send a bundle right to your shopping cart and check. Your Account Center also lets you perform quick product searches and "comparison shop" by viewing side-by-side, detailed product descriptions before you even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

If you need to make purchases based on a negotiated contract, your Account Center Website lets you search your approved contracts online. Region 4 ESC users can view all eligible contract pricing as they shop. Your Account Center will automatically provide you with your special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

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Online Quotes — Create, Review and Place Orders in Minutes

You can review a quote online just moments after it is created by your Account Manager. Then it can be printed, forwarded to colleagues or managers for pre-authorization or converted to a live order. This feature also lets you create your own quote right from your shopping cart, in addition to viewing contracts, volume and bid pricing online.

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

Your Account Center also automates your approval process. The Purchasing Authorization System (PAS) enables you to restrict your employees' purchasing power and to automate required approvals before any order is placed. PAS bypasses the laborious step of having your purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems which can all function independently for the departments and locations involved with Region 4 ESC's procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on your Account Center.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

Each Region 4 ESC catalog contains a name and a description; they are displayed by product category and show both CDW•G and manufacturer part numbers. There is a drop-down listing on the product search drill-down pages when you conduct a Department Search from the main page, or use the type in search feature on the top right side of the main site banner for your Account Center

The catalog feature allows you to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of your end-users according to Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords which drive the Search Engine are also available for you to search for product. This allows you to refine items listed before making them a part of your custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of your end users and help keep your IT budget on only those items you have selected and approved.

Product Finders — Easily Find the Right Accessories and Supplies

Account Center and CDW•G.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions and other devices. Region 4 ESC can also search for desktops and notebooks. Product finders guide you to the technology solutions that fit your needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection and cases and bags.

xv. Describe the Offeror's safety record.

CDW's safety mission statement: To provide the safest and most secure environment possible for CDW coworkers without hindering their creativity and productivity, enabling our customers to receive their product quicker, more efficiently, and with the highest quality possible.

CDW-G has taken a very serious and considered approach to the current coronavirus pandemic, in compliance with all state and local guidance governing the facilities where we operate

COVID-19 Response

In order to manage events such as the COVID-19 outbreak, appropriate response teams were created and consist of an Emergency Response Team (onsite management), a Business Continuity Team (IT,

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Facilities, Coworker Services & Security/Safety) and a Crisis Management Team (EC members). All three teams work closely with one another to ensure the safety of our coworkers is first and foremost during any infectious disease incident. Some of the tasks they follow include but are not limited to:

- Cleaning and sanitizing work areas
- Providing remote access for those coworkers unable to come to work, but are able to work from home
- Providing hand sanitizers at entrances and restroom areas
- Providing hygiene reminder posters in break room and restroom areas
- Communicating with coworkers through email or meetings
- Recommending social distancing
- Providing a COVID-19 web site externally for our partners and coworkers, as well as on the CDW•G intranet with facts and information, updated regularly
- Working closely with health care providers, CDC, and the government for the latest information on vaccinations
- Because we value the safety of our customers and partners our coworkers were trained on the appropriate measures to take in order to safely engage in-person customer meetings

CDW•G is concerned about any infectious disease outbreak and is dedicated to its coworkers, customers, and partners for having an adequate response plan.

We have a continually updated response to COVID-19 posted to our website for all our customers and partners: https://www.cdw.com/content/cdw/en/updates/cdw-response-to-covid-19.html

CDW•G has also posted a number of valuable links to help coworkers keep up with the latest information regarding COVID-19 and other infectious diseases. Documents on FAQs, partner updates, health and safety fact sheets, emotional health resources, customer engagement, work from home resources are all provided on the CDW•G intranet.

Maintaining a Safe Work Environment

CDW strives to maintain a working environment, which provides for the safety and well-being of our coworkers, visitors, and surrounding community. CDW is also committed to comply with health and safety standards, which apply to its operations and activities. To meet these goals, a number of occupational health and safety programs and procedures have been developed and implemented. Collectively, these programs represent CDW's efforts to minimize occupational injuries and illnesses, to protect environmental property and to reduce liability.

Regulations require that a comprehensive "Injury and Illness Prevention Program" be prepared and implemented. The CDW approach to preparing such a program has been to incorporate, to the degree practicable, existing hazard control programs and procedures.

The regulation requires specific program elements, including the designation of a responsible person and identification of a system for:

- Communicating with coworkers on matters concerning safety and health;
- Identifying, evaluating and reducing workplace hazards;
- Implementing procedures for injury / illness investigation;
- Mitigating hazards in the workplace;
- Training coworkers; and
- Maintaining records

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW. The CDW IIPP was designed to specifically address the regulatory

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requirements outlined above, and to function as an “umbrella” program which incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Communication Program, Blood borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending or future legislation.

CDW also follows an Accident Investigation Procedure: The manager at the location where the accident occurred will perform an accident investigation. The safety administrator is responsible for seeing that the accident investigation reports are being filled out completely, and that the recommendations are being addressed.
Managers will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries.
- Review the equipment, operations and processes to gain an understanding of the accident.
- If the coworker requires medical treatment, ensure that they are treated and submit to a drug screen.
- Identify and interview each witness who might provide clues to the accident’s causes.
- Investigate causal conditions, unsafe acts and make conclusions based on existing facts.
- Complete a Safety Incident Report.
- Provide recommendations for corrective actions and indicate the need for additional safety training.

Accident investigation reports must be submitted to the Coworker Services Department within 24 hours of the accident.

CDW•G has not received any OSHA citations in the last 5 years.

xvi. Provide any additional information relevant to this section.

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Omnia Partners Documents (Appendix D)

Supplier Response (3.0)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company (3.1)

A. Brief history and description of Supplier to include experience providing similar products and services.

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from $4 billion in sales in 2001 to over $18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.

B. Total number and location of sales persons employed by Supplier.

CDW currently employs 10,100 coworkers, which are located in offices, remote locations (such as at home), and in the field. Our offices are located throughout the US, UK, and Canada. In the United States there are 26 offices.

C. Number and location of support centers (if applicable) and location of corporate office.

CDW has 26 offices (please see the map above).
The location of our corporate office is: 230 North Milwaukee Avenue in Vernon Hills, Illinois.

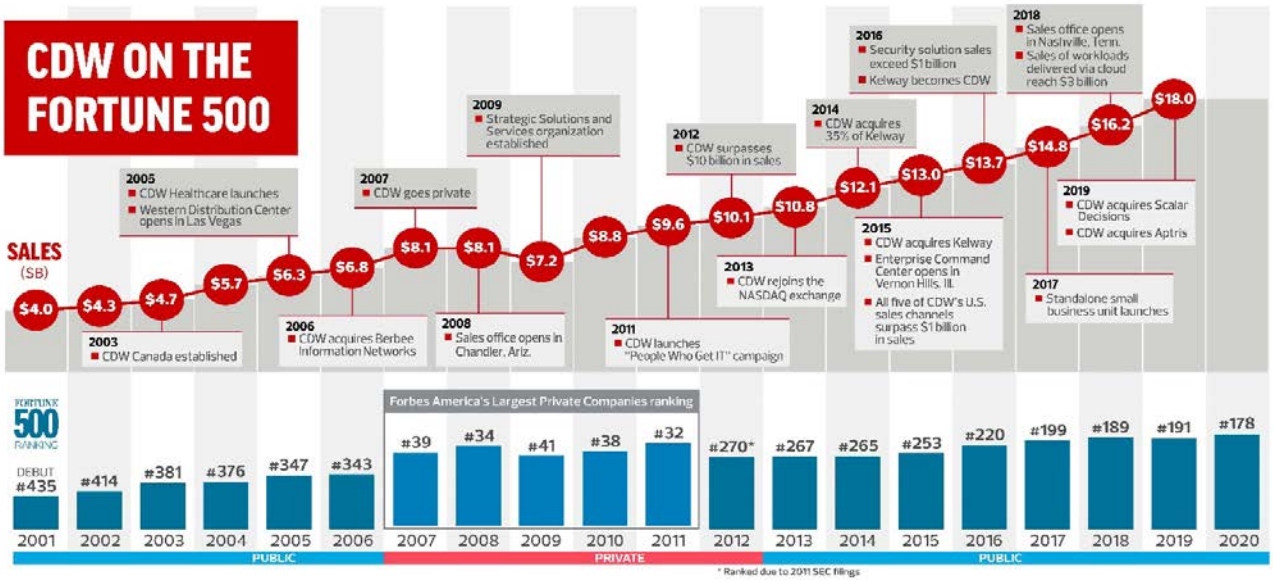
D. Annual sales for the three previous fiscal years.

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As you can see from the graph below, CDW•G has realized consistent growth since 2001. Our sales for the last three years are as follows:

- 2017 - $14.8B
- 2018 - $16.2B
- 2019 - $18.0B



a. Submit FEIN and Dunn & Bradstreet report.

Unfortunately, we cannot supply a Dun & Bradstreet report as it violates our contract with the company. OMNIA is able, alternately, to obtain a report for CDW•G from Dun & Bradstreet.

E. Describe any green or environmental initiatives or policies.

We reuse, reduce, and recycle wherever possible and both our warehouses are certified by the ISO 14001:2015 Environmental Management System standard. The certification proves that we use 100% recyclable packing material for all our products, and that we set and achieve continual goals regarding the reduction of environmental impact. CDW holds BREEAM certification, too, which relates to the use of light dimming features, solar panels, and rain harvesting at CDW facilities. As well, we offer access to a Print Relief Program that helps our customers save forests by measuring paper consumption and automatically reforesting a company's footprint. Finally, our carriers that deliver products to customers participate in the SmartWay Transport program. This program helps our customers like OMNIA Partners measure, benchmark, and improve freight transportation efficiency.

CDW's Environmental Responsibility

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

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ISO 14001:2015 Certification

CDW has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW participates in the United States Environmental Protection Agency's Green Power Partnership program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries and wooden pallets. Our dedicated beGREEN staff continually looks for more ways to be environmentally responsible.



For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.

Please see **Attachment A – Our Commitment to the Environment**

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CDW•G Supplier Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

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Since 2007, CDW has been utilizing a vast national network of diverse OEMs, distributors, and service provider partners. Last year alone, we spent more than two billion dollars on subcontracts with our small and diverse partners that serve CDW customers like UC and OMNIA. These suppliers help our customers meet their diverse goals and needs.

- We currently feature over 1,100 diverse suppliers.
- In 2019, CDW became a member of the Billion Dollar Roundtable, joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a Tier-I basis.

CDW•G is continuously developing other MBE/WBE and SDVOB partnerships to meet customers' needs. These relationships include but are not limited to product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfilment through presales and service engagements. We recruit disadvantaged partners locally and regionally, since customer spending goals are tied to their local laws and usually require the partner to be certified within their city or state. These various engagement models allow participating agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. In this way, we differentiate ourselves from our competitors. We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Supplier Diversity program offers a broad and robust partner network to achieve this. Utilizing MWBE partners is part of CDW•G's business strategy. Pricing should not be affected for OMNIA partner members using diverse suppliers on the proposed contract.

The following are just a few ways that CDW•G can support OMNIA Partners members in meeting their diverse supplier goals:

1. Educate users on CDW•G's supplier diversity program and how to initiate a planning session.
2. Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative.
3. Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity.
4. Perform ongoing engagement to adjust plans as necessary.

For more information on our supplier diversity program please see **Attachment B - Supplier Diversity Economic Impact 2019.**

In order to access our diverse supplier network, participating OMNIA Member agencies would reach out to their assigned CDW•G account representative.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

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c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G can provide Region 4 ESC with the best possible resources to ensure maximum satisfaction and to save Region 4 ESC both time and money.

Commitment to Diversity

At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. It's a government's commitment to strengthen civic engagement and level the playing field. CDW supports this effort, too. We launched our Supplier Diversity program in 2007 and have continued to increase our positive impact on diverse businesses since the program's inception.

In 2019, CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW not being a diverse prime has the privilege, opportunity and responsibility to partner with diverse suppliers and bring them with us to every opportunity. Just like our customers, their procurement practices, and technology in general, our Supplier Diversity program is adaptive in order to accommodate the unique and changing needs of our customers. To bolster our support of any Region 4 ESC MWBE goals, CDW endeavors to work with our supplier diversity team and local partners to explore ways to grow our MWBE network.

Another important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, as well, which include:

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- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor that provides superior products and a high-quality customer experience. A major priority in our IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and our customers need to know their products are securely sourced. Our position as a leading technology solutions provider with: expertise in web fulfillment and eProcurement, a dynamic pricing structure, mature logistics capabilities, secure and responsible sourcing processes, a fully-developed contract management department, and an in-depth marketing approach combine to create a procurement solution that no other vendor can offer.

Web Capabilities

Limited budgets and requirements for compliance among customers demand that certain features and functionality be inherent within an online marketplace. We understand these needs and we've incorporated them into our digital marketplace solution. For instance, many of the features that our competitors offer at a premium are offered standard through our online marketplace. Features such as competitive, best-value pricing, spend reporting, and account customization are built into our solution.

Additionally (as noted above), we offer customers access to our entire network of diverse suppliers, at no charge, to aid them in meeting requirements. Some marketplace vendors require a subscription just to identify these suppliers. However, we not only identify those currently in our network, we collaborate with users to deliver against their diversity spending targets.

Agile Cost Model

At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our Nationally Advertised Price (NAP), a Verifiable Price Index, as the starting point in our price proposals. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Our

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customers can be sure that the pricing quoted is the most up-to-date and competitive available on the market.

We believe that by receiving additional discounts off an already dynamic price index, OMNIA Partners will provide best value to eligible users. We choose to go above and beyond competitive market pricing for our customers by offering a pricing approach based on NAP. This approach to pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

Blended Distribution Model
A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as “virtual warehouses.” This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM’s and distribution partners’ fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories
In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two larges strategically located distribution centers controlled by a Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G’s marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships
Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers (more than 100,000 products from more than 1,000 name brand manufacturers). CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry’s top manufacturers, and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. They send us daily EDI downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach
We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users. Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G’s sales and

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marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management
CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

Finally, here are additional highlights of our features and benefits:

- Experienced account team supports your day-to-day IT needs, and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CDW•G has not experienced bankruptcy or reorganization.

CDW•G is not currently and has not been involved in litigation, which could impact our ability to provide products and services on this agreement.

K. Felony Conviction Notice: Indicate if the supplier
   a. is a publicly held corporation and this reporting requirement is not applicable;
   b. is not owned or operated by anyone who has been convicted of a felony; or
   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held corporation, so this notification is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, and for the prior five years, CDW•G certifies that to the best of its knowledge and belief, it has not been listed by any federal or state authority as debarred or suspended,

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where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

Distribution, Logistics (3.2)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 name brand manufacturers. For a listing of our OEM partners, please see **Attachment C - Manufacturer Line Card**.

Based on the strength of our success and our product portfolio, we can offer our customers the newest technologies, robust discounts, and focused OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings.

CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	• e-Procurement integration • Leasing services • Managed services • Pre-shipment configuration • Professional services • Warranty and maintenance
TOTAL SOLUTIONS	• Cloud • Collaboration • Data center and networking • Managed Print Services • Point of Sale • Security • Software management • Total Mobility Management

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Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. Then they'll QA it. And troubleshoot it. And lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

1. Data Center Installation - Data center maintenance can quickly eat through your IT budget. Our data center upgrades can help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
2. Networking Services - With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed.
3. Security Services- Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
4. Digital Workspace Services - As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
5. Cloud Services - Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.
6. IT Consulting Services- CDW's Consultative Advisory Services can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.

For more information please refer to:

https://www.cdw.com/content/services/professional-services/default.aspx

Presales Consulting Expertise

A unique advantage of CDW's business model is that Region 4 ESC has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-added resources to bring Region 4 ESC the best advice and

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technology solutions to meet your unique needs. Your account team coordinates meetings with Region 4 ESC and vendors to review future needs, standards, and roadmaps.

In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We

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make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We plan to offer IT goods and services to all areas noted in the OMNIA RFP Partners Advertising Compliance Requirement - Exhibit H. CDW•G serves the entire US (and Canada and the UK).

CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds [redacted] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

We also have local distribution partners which can be utilized as necessary by OMNIA members. Some of these distributors have diverse certifications and can be accessed by OMNIA participating members.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CDWG uses a hybrid distribution model including its 2 warehouses and variety of drop ship and distribution network to ensure delivery requirements.

Region 4 ESC Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified, auditable model that members are familiar with on their current CDW•G agreements. CDWG Advertised pricing is publicly available 24/7 The CDW•G Program Management team uses custom contract management tools, which streamlines the process and

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positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

Customer access to contract
Contract pricing
Contract shipping commitments
Contract fee compliance

The tool matches Region 4 ESC's unique contract codes from a data pool of all CDW•G sales. We access this information to ensure pricing accuracy and timely report submission. Upon award, we will load the contract structure based on our product categories into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price.

As with all of our contracts, the Region 4 ESC contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as maintain the correct contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Distribution
Most of our IT products are processed and shipped from our two CDW warehouses described above. These facilities have configuration capabilities such as asset tagging. We do contract with, as well, a network of fully vetted distributor partners for our customers to use as desired.

Diverse Suppliers
Since 2007, CDW has been utilizing a network of OEMs, distributors, and service provider partners, which are comprised of small business and minority, women, veteran, and LGBQT- owned businesses. These suppliers help our customers meet their diverse goals and needs.

Shipment Carriers
CDW offer best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association), C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates

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- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As noted above, CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds $220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

CDW•G does not have a retail network.

Marketing and Sales (3.3)

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst non- participating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program nationwide.

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Key members of the leadership team include:



David Hutchins, VP of Strategic Programs, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post- award Programs, Capture/Business Development and Pubic Sector Strategic Initiatives. Prior to this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, State & Local teams spanning nearly 27 years with CDW.



Joe Simone, VP of Education Sales, is an executive sponsor of the contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Chris Webb, Director of Capture, is also an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. In his position, he is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables to be implemented within 10 days of contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits for online, transactional business.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory requirement within individual states. We cannot agree to market the OMNIA Partner's contract as our primary public sector go-to-market strategy. We have however included a detailed marketing plan to drive contract awareness, adoption and success. Moreover, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

Training and Education of CDW-G Sales Force with Our Executive Leadership and OMNIA Partners

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and engage in contract

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administration, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.



Our Program Management team has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. They will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. He will work directly with our sales leadership and OMNIA Partners to develop and execute a training program for our sales force. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits.

Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaign to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications
CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must understand their audience and how to access them, and these publications help reach our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e- newsletters on topics including classroom, cloud, data center, hardware, software, security and services.

Additional publications include:

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- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- StateTech Magazine

Advertisements and Cobranding
CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving OMNIA Partners;
- Samplings of our breadth and depth of industry partnerships;
- Contract specifics where customers can find CDW•G delivered solutions and services; and,
- Contact details for account managers and account managers in the field.

We can do the same thing for OMNIA Partners on this proposed contract, should you so desire.

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Meet the newest member of your technology team: CDW·G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW·G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW·G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.

- Nationwide public sector experience
- 20 years of service to Utah
- Problem-solving experience focused on you
- Individual attention from dedicated CDW·G account managers
- Solutions that address every need
- Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW·G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- 3D printers
- Apple branded products
- Audiovisual equipment and accessories
- Desktop, office printers and plotters
- Consumer electronics
- ID printers
- Classroom devices
- Uninterruptible power supply (UPS)

[redacted]

CDW·G PEOPLE WHO GET IT

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, comprised of employees educated on and active in social media, pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets.



With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message.

This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

The Website will become live reflecting the new award within hours (or a day or two at the most) from the date of award. We are prepared for an award, and there will not be any delay in our ability to stand up the contract and activate pricing on the website after award is made.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. As noted above, we also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with OMNIA. For instance, a combined OMNIA and vendor branding logo can be created to include in social media

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advertisements, the agreement's customized Premium Page, customer-facing digital and print flyers and customer-facing emails.

Upon contract award, we intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at trade-shows and conferences throughout the term of the Master Agreement.

In 2020, CDW•G's schedule includes over 100 regional and nearly as many national events including FETC, TCEA, ISTE, Educause, National Sheriffs Association as well as numerous in market events such as eRepublic Digital Government Summits and CDW•G hosted events.

In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2020, we already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia (but it has been cancelled due to COVID-19).

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites.

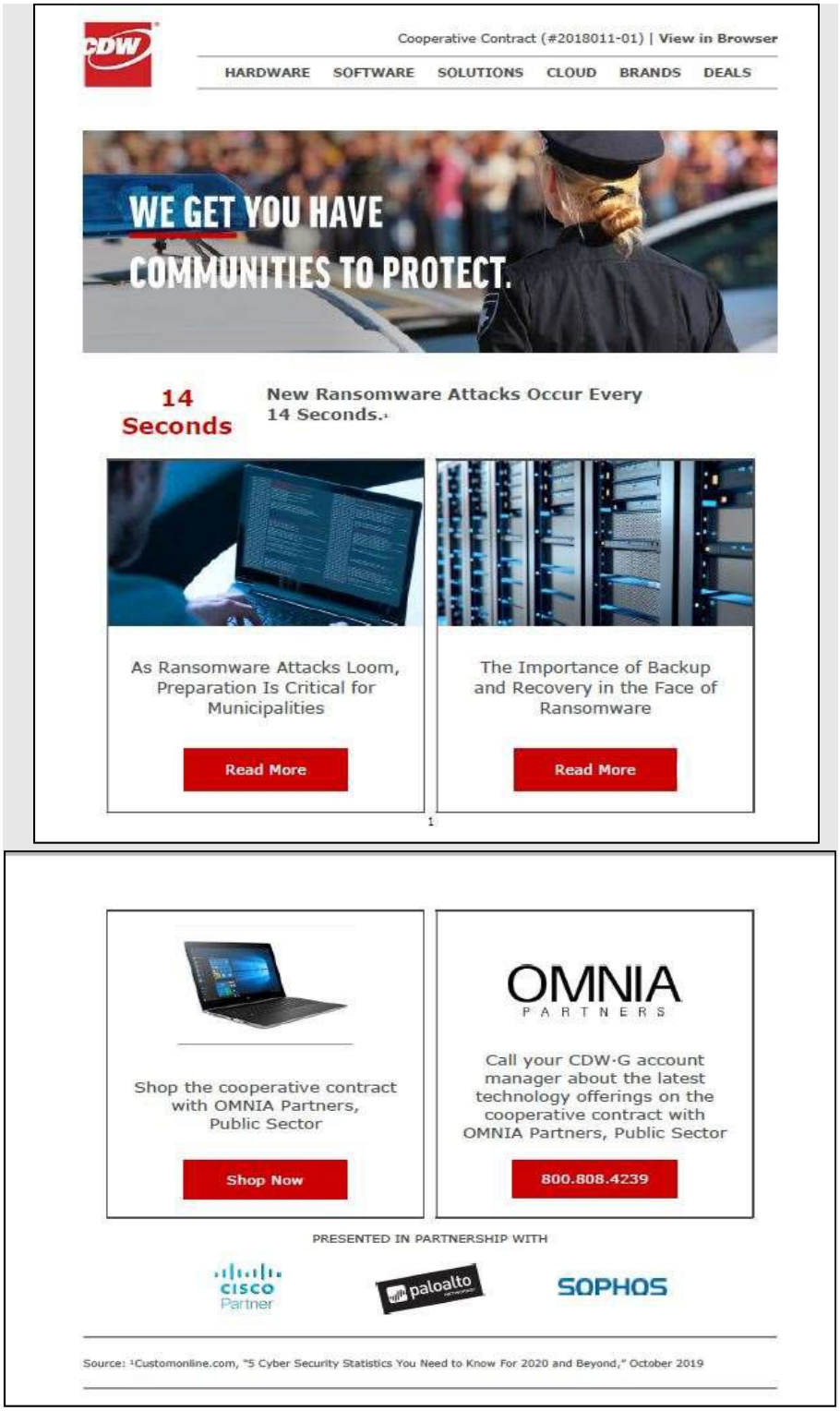
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approached and specific goals/targets

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for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.



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viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Like we have done for other OMNIA contracts, we will create a Premium Page dedicated to the new contract. The page will include all contract documentation, marketing materials, products and pricing and relevant links.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formerly NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (formerly NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs.

For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:
1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.

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3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s)
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.

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CDW·G PEOPLE WHO GET IT | OMNIA PARTNERS



OMNIA PARTNERS AND CDW·G

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- Competitive pricing across CDW·G's entire portfolio of products and solutions.
- Access to a multitude of services and custom configurations, including equipment staging.
- Pricing on products made by the following partners:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto networks · RUCKUS an ARRIS company · TRIPP-LITE · vmware

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Management team will work directly with our sales leadership and OMNIA Partners. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   Name: David Hutchins
   Title: VP, Strategic Programs
   [redacted]

   ii. Marketing
   [redacted]

   iii. Sales
   [redacted]

   iv. Sales Support
   [redacted]

   v. Financial Reporting
   [redacted]

   vi. Accounts Payable
   We assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary

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vii. Contracts



H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the segment they support such as K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team that are ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.

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To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Education Sales, Joe Simone, and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution to a challenge has a simple solution.

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why a problem occurred and work to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of the failure to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well.

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I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Our customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, your assigned Program Manager will work directly with OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

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We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e. training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We don't disclose customer financial information; however, the following are our 2019 top Public Agency NIPA/OMNIA Customers:



OMNIA Partners and ESCR4 are in possession of the data we have submitted for sales reporting for all three of the current OMNIA Partners contracts that we hold, which together underscore to the very strong and impactful relationship that we have with both OMNIA Partners and the ESC Region 4 organization.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G offers our customers several paths to processing orders through an automated process.

eCommerce Platform – Web based

- Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.
- Whether you are a first-time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shopper's entity, based on the contract being used.

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eProcurement Platform – Punch Out Catalog

- As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means OMNIA Partners won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform and contract information. CDW•G can support customers who wish to utilize the OMNIA Partners award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

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iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other like requirements.

We commend OMNIA Partners in creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the public customer space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims to the terms and conditions of this Master Agreement, we will comply with all appropriate agreed upon contractual terms.

Additionally, please refer to the Terms and Conditions Exceptions form.

Marketing Plan

Internal Awareness

The first step in our awareness plan is to train our salesforce on the new agreement. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables will be implemented within 10 days of contract award date, including a companywide contract announcement email and a sales-specific announcement detailing contract benefits. Sales enablement training will cover contract scope, membership and new contract requirements so that the account managers can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

External Awareness

As a part of this proposal, we will create customer-facing collateral for immediate distribution upon award. Collateral will communicate the benefits of purchasing through the agreement from us as well as showcase products, services, and solutions offered to customers. Our sales force will proactively communicate with customers immediately given their given their considerable familiarity with OMNIA Partners contracts and our robust customer network.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the of the new agreement. We are consistently lauded for our comprehensive and accurate reporting. We have built specialized software to automate many aspects of the

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reporting process so that data informs the way we do business, especially in contract promotion. We will use our reporting capabilities to identify customers who can benefit from the new agreement (e.g., those consistently submitting transactional POs, those managing complex contracts for procurement fulfillment, etc.). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Expansion among Existing Customers

Strategic Alignment and Targeted Business Planning

We intend to leverage our data analytics and existing customer network to accelerate business through the new agreement. We will strategically align with customers to pinpoint those accounts with potential for growth. Specifically, we will examine accounts where we do not fulfill the majority of the company's IT business. We will also consider customers who have not adopted an online marketplace solution as part of their procurement strategy. Resources will highlight how an online marketplace can promote efficiency and reduce administrative burden. For large target customers, we will develop a business plan that addresses their needs while leveraging the new agreement. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Recruitment Campaign

Seller Enablement

Not only is our sales force well-versed in growing contracts but they are experienced in accelerating utilization of OMNIA Partners contracts. This also positions our sales force to focus their effort to onboarding new users. Upon contract award notification, we will roll-out a sales-led initiative centered around recruitment, sales-directed strategy sessions, ongoing enablement trainings and customer collateral. Our inside and field sales leadership will look to our reporting to identify customer categories and develop corresponding strategies.

Customer Engagement

This entails a two-pronged approach in which we will launch a communications plan and leverage in-market events to interact with and educate potential customers. In 2020, we are scheduled to attend more than 100 regional and national events where our accounts teams can further propagate the new contract to members.(Some of these may be virtual or rescheduled due to COVID-19.) Content will focus on the administrative and strategic value of utilizing the contract.

Specifically, we will highlight the cost and time savings associated with the new agreement.

Social Media

Our marketing arm has many advanced tactics to reach OMNIA members. For one, we have a robust social media presence. We have an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including our news, products and deals, emerging technologies, product launches, featured partners, and more. We are able to leverage our top influencers to disseminate information and draw attention to the Online Marketplace contract.

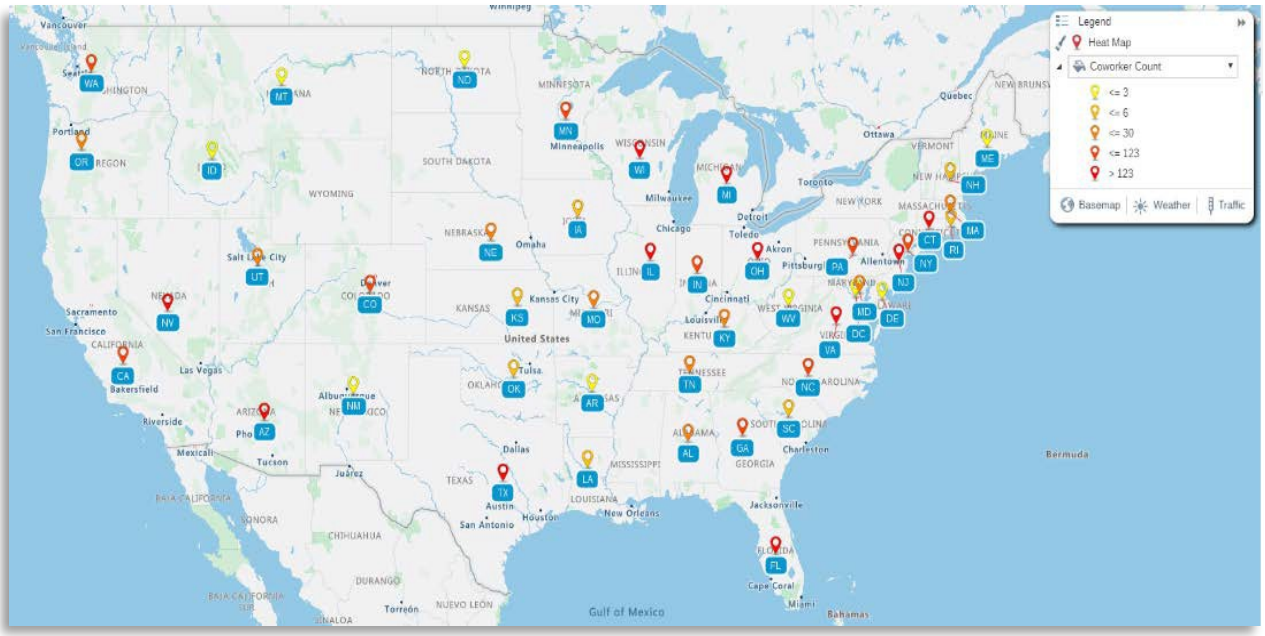
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National Presence

As part of the Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our inside account managers and our field sellers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our them to support their customers, we have divided the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies. We also have an extensive coworker presence throughout the United States as demonstrated below.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.



Logistics & Performance Metrics to Support Nationwide Contract

[redacted]

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EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills

Phone Number: 847.371.5800 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, Vice President Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 01/15/2021

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _ _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	Vice President, Strategic Programs
Signature:	David C Hutchins	Date:	01/15/2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, David Hutchins residing in Libertyville
(name of affiant) (name of municipality)
in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Strategic Programs of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
Technology Solutions, Products
entitled and Services (21-04), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, 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 above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day David C Hutchins
Signature

_____, 2____ David Hutchins
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: CDW Government LLC

Street: 230 N Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/15/2021
Date

David C Hutchins
Authorized Signature and Title

Version September 29, 2020

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins — David Hutchins — Vice President, Strategic Programs

Signature | Printed Name | Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Company ~~Corporation~~ ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 21-04 **Bidder/Offeror:** CDW Government LLC

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins Signature: David C Hutchins

Title: Vice President, Strategic Programs Date: 01/14/2021

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	August 24, 2020

For Office Use Only:

20200824125254927

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: Vice President, Strategic Programs

Signature: David C Hutchins Date: 01/15/2021

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-04 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

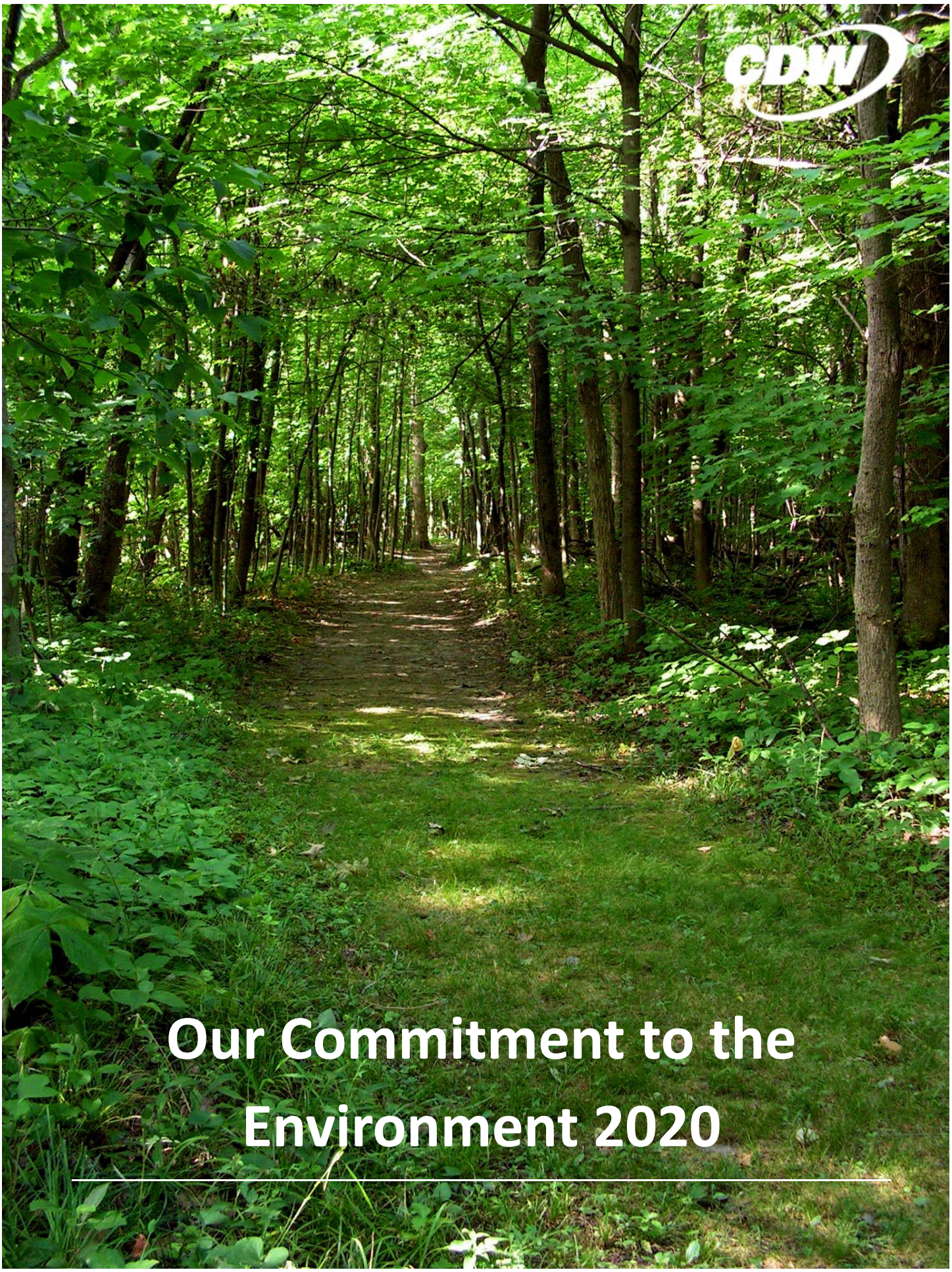
David C Hutchins — Signature

01/15/2021 — Date

David Hutchins, Vice President, Strategic Programs — Print Name and Title

Version September 29, 2020

Attachment A – Our Commitment to the Environment



Our Commitment to the Environment 2020

The History of CDW's beGreen Program



CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen program. The beGreen program provides coworkers with a platform to reduce, reuse and recycle in an effort to make CDW's operations leaner, more efficient and more environmentally responsible. CDW is committed to reducing energy demands, managing energy consumption and reducing environmental impact, while realizing economic growth and opportunities. CDW continually works to develop our efficiencies, waste reduction and comply with ISO 14001 standards. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. They have the opportunity to share their green ideas with CDW and organize our sustainability goals. Coworkers have consistently responded to the campaign with suggestions, ideas and questions. The feedback has been positive and the level of participation has surpassed our expectations.

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Community. The team consists of coworkers in multiple CDW locations nationwide and in the UK collarborating through email and conference calls. The community members, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eleven years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.

CDW beGREEN™

ISO 14001:2015 Certification

We are proud to report that CDW's distribution centers are ISO 14001 certified – the international standard for environmental management systems. This certification has been awarded to CDW's distribution centers located in Vernon Hills, IL. and North Las Vegas, NV.

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, Senior Vice President, Operations and Chief Information Officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

CDW's Environmental Management System (EMS) establishes a common reference for communicating environmental management issues between CDW and its partners, customers, regulators and other stakeholders. Further, this system provides organizational structure, practices, procedures, training, processes and resources for implementing, reviewing and maintaining CDW's environmental policy.

For more Information about CDW's ISO14001:2015 certification, please contact ISO14001@cdw.com.

Sustainability at CDW



In connection with the beGreen program, CDW continually improves upon our environmental sustainability. Here are some notable highlights regarding the many steps we've taken to make a difference:

Lighting & Energy Management:

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.
- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tank less water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize our impact on the environment.
- In 2016, the Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the Vernon Hills Distribution Center put in new air compressors that are more energy efficient to avoid the wasted or high use energy.
- In 2018, the Vernon Hills Distribution Center installed a high efficiency chiller to save energy while creating a comfortable environment for the coworkers.
- In 2019, the Vernon Hills distribution center replaced another compressor with a higher efficiency compressor that uses almost 36k less kilowatts annually.
- In 2019, the Vernon Hills distribution center replaced 356 lamps with motion censored LED lighting saving 17 watts annually per lamp at a total annual savings of 6052 wats.

Waste Management:

- CDW offers coworkers incentives to refill their drinking containers in our cafés to encourage the use of reusable bottles and cups.
- A company-wide, internal toner cartridge recycling program was implemented to ensure proper disposal of cartridges.
- CDW's Vernon Hills location compost all back of the house materials from our cafeteria to gain enriched soil and remove the products from the landfill.

Eco-friendly Alternatives:

- Our maintenance crews replace petroleum-based degreaser products, when possible, with a citrus-based cleaner/degreaser that is made from natural products and is better for the environment.
- Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.

Coworker Engagement:

- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products. Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.
- In 2016, CDW Illinois locations won the Illinois Governor's Sustainability Award which showcased the hard work put into our sustainability efforts.



Community

Through CDW's Printer Supplies Program advanced membership, the customer will receive complimentary enrollment into the Print Releaf program.

In June of 2018, CDW partnered with Print Releaf to give our customers an option that sustains our forests.

Print releaf is a patented software platform that empowers businesses to sustain and grow our global forestry system.

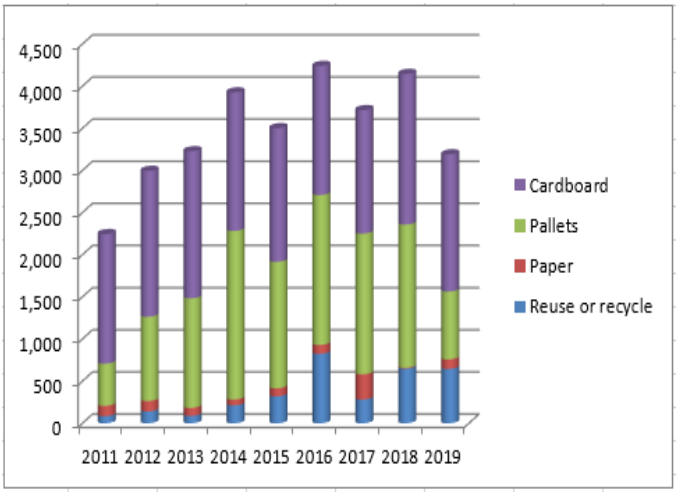
- Print releaf measures your companies paper consumption over time.
- Print releaf calculates the forest impact of your paper consumption.
- Your paper footprint is automatically reforested at planting sites of your choice.

In a lifetime statement dated 12/12/2019, since joining print releaf on 6/18/2018, CDW customers have collectively offset the equivalent of 108,434,177 total standard pages of paper consumption by reforesting 13,013 standard trees.



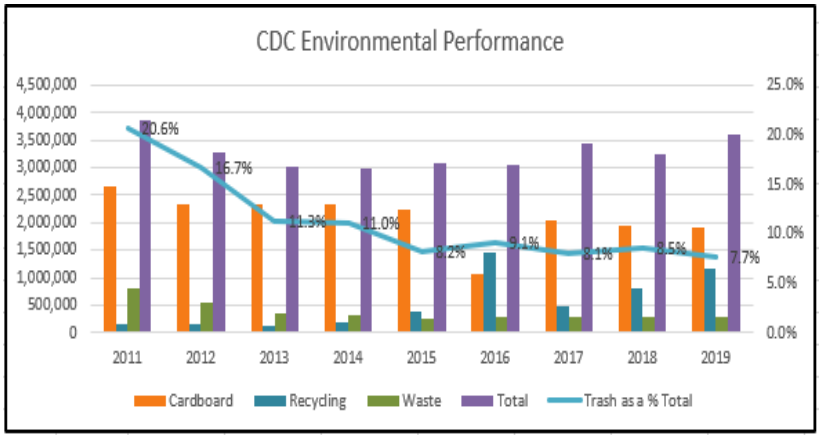
Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2019, we recycled approximately 1,628 tons of corrugate, 804 tons of wooden and plastic pallets, 645 tons of shrink wrap and other recyclables and 114 tons of paper[1]. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. The import/export laws regarding recyclable material have made it challenging but not impossible to recycle. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.



*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

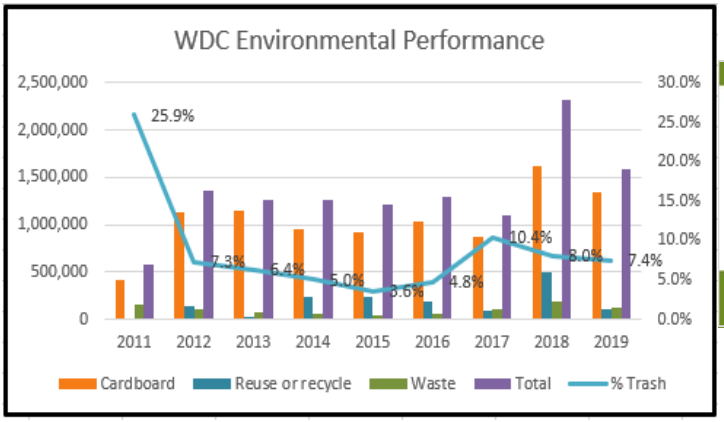
Reducing Waste—Central Distribution center



As a part of our ISO 14001 certification, CDW set a goal for 2019 to maintain 90% diversion rate or better of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center and our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

Numerous recycling centers have been set up on each floor of our office locations, making it easy and convenient for coworkers to recycle plastic, cardboard, aluminum, glass and other materials. Signs are posted in each recycling area making it easy for coworkers and visitors alike to join CDW in its ongoing commitment to environmental sustainability.

Reducing Waste—Western Distribution center







[1]Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Packaging & Transportation



CDW supports environmentally friendly shipping methods through efficient use of materials and natural resources. We achieve this through our shipping partners, recyclable packaging and smart packaging systems.

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership[2].
- In 2019, we implemented direct lanes which creates a more efficient shipment of boxes going to the same area. This ensures less stops for resorting and decreases the carbon footprint.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.



[2]"The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability." — EPA

CDW's Data Centers

CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of "lighting time" daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.
- Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:
  - Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
  - Annual energy cost avoidance savings to date is over $300,000 and growing.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.



Attachment B – Supplier Diversity Economic Impact 2019







DIVERSITY MATTERS





Supplier Diversity Economic Impact

2019



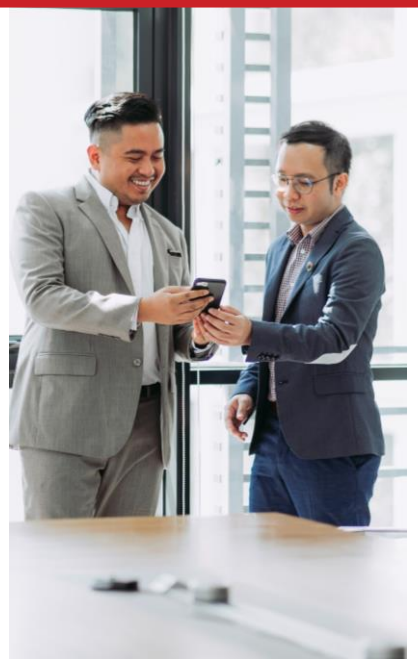

CDW generates business opportunities that position diverse suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers.

WE GET DIVERSITY

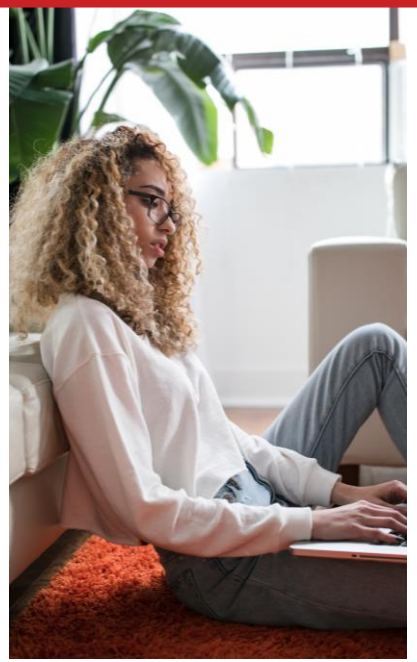
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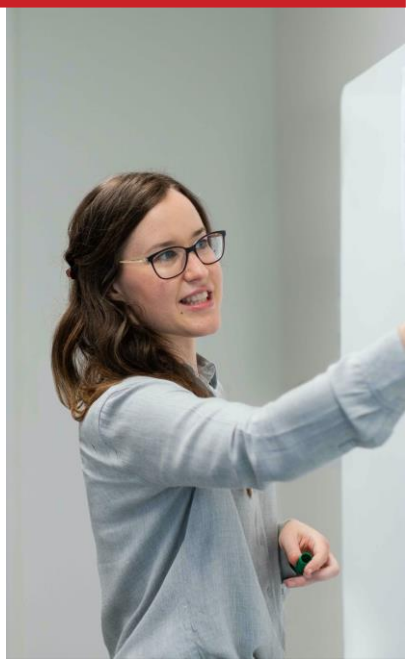
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Our Business



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Our Diverse Suppliers



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Accomplishments and the Future



Our Business



At CDW, we believe that Supplier Diversity is about providing a deep pool of suppliers who are creative, innovative, and competitive. It is not about hitting spending goals and it isn't a handout.

Supplier Diversity enables us to provide our customers the best products on the market for the highest value.

We invest more than dollars in our suppliers. We invest our time customized training, and networking opportunities. And commit to a long-term vision of supply chain diversity so that you are always at the bleeding edge of exceptional technology.

Our Business

CDW is the leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, the United Kingdom, and Canada.

Founded in 1984, we offer our customers a broad array of offerings ranging from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.



$18 Billion

Annual Sales (2019)



250,000

Customers



191

Fortune 500 Rank (IT)



$2.1 Billion

Purchases from Small & Diverse Business



1,100+

Certified Small, Diverse Partners



The CDW Way

The shared values that guide our behavior.

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

The CDW Business Model

Everything we do revolves around our customers.

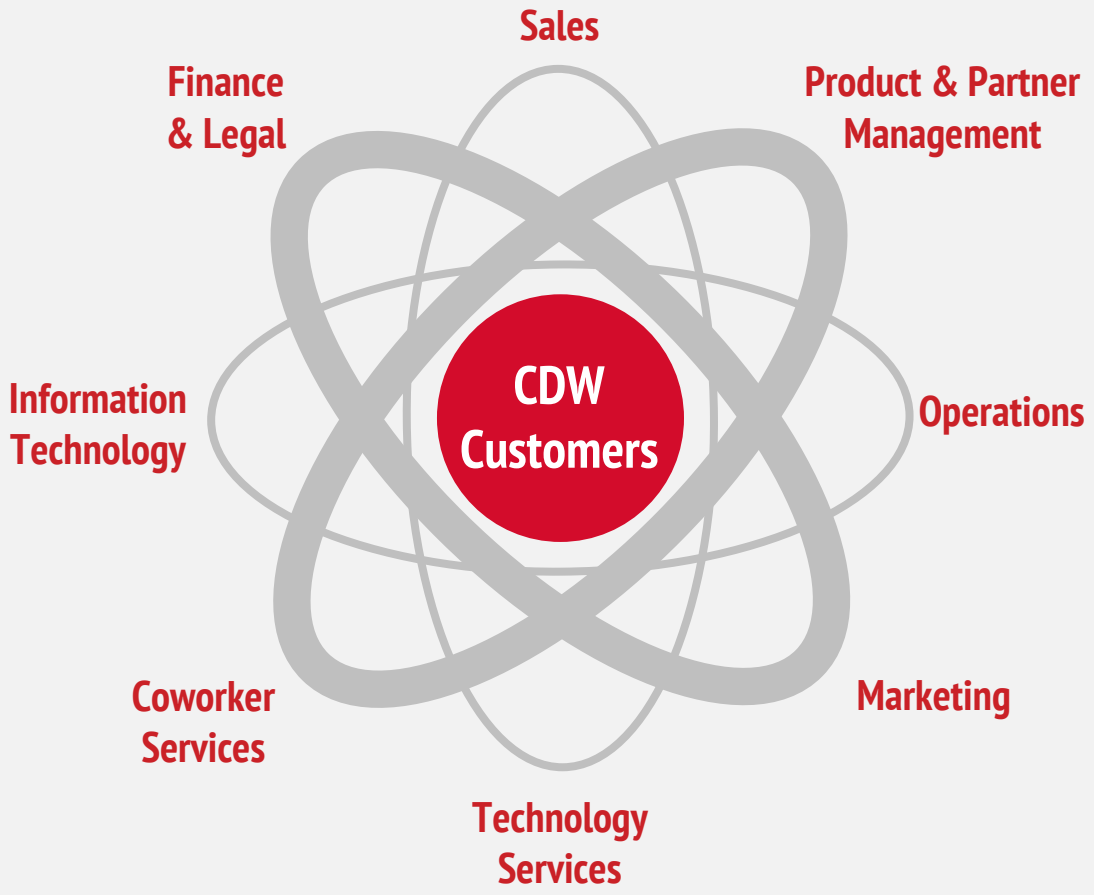
CDW sits between customers and supplier partners, creating unique value for both.

Our Customers receive access to:

- More than 100,000 products and services from more than 1,000 leading and emerging supplier partners
- CDW's deep technical resources, including sellers, highly-skilled technology specialists and advanced service delivery engineers.
- Value-added services to help customers with their IT lifecycle management.

And, our Supplier partners:

- Receive access to CDW's 250,000+ customers
- The ability to augment their product offerings with a wide range of value-added IT and distribution services.
- CDW serves as an extension of its supplier partners' sales and marketing resources.



Our Supplier Diversity Program



Our Supplier Diversity Program

CDW started its Supplier Diversity program in 2007 to help its customer meet their small and diverse business goals. Since then, CDW has continued to grow its program, and our purchases from diverse suppliers has grown from $359M in 2007 to over $2.1 billion – a 472% increase in just twelve years ago.

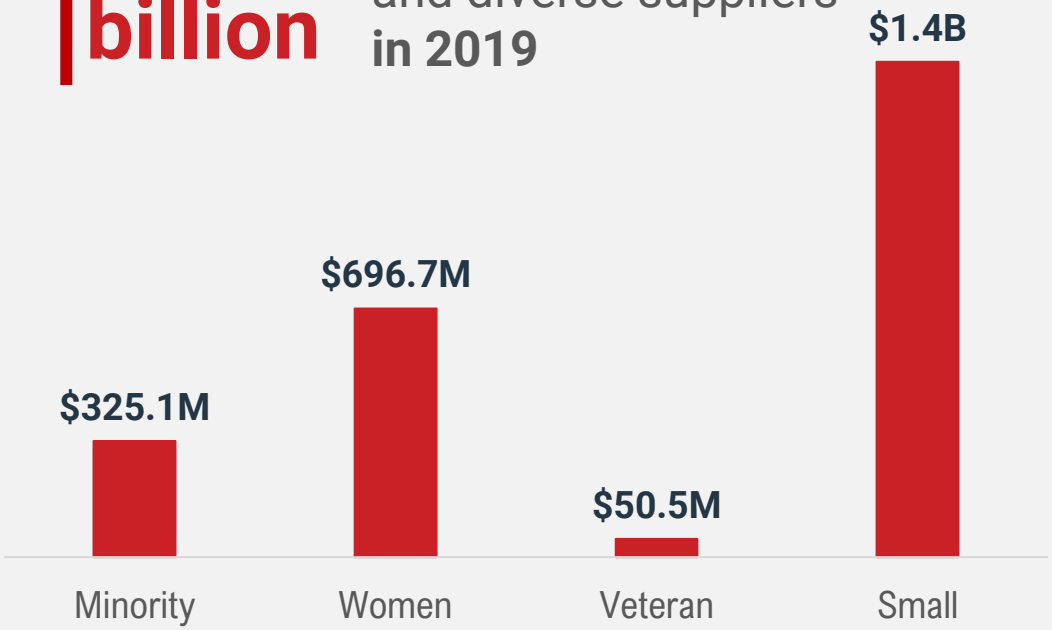
Since 2007, we have spent more than $14 billion with small and diverse businesses.



Our Purchases From Small And Diverse Suppliers

In 2019, CDW continued to proactively seek opportunities to engage and purchase from small and diverse businesses. We see the unwavering commitment to supplier diversity as a means of strengthening our procurement process. Equality is an important aspect of our procurement vision and is the most immediate way to make an economic difference by putting resources back into the community.

$2.1 billion Our spend with small and diverse suppliers **in 2019**



Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

Measuring Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Economic Impact

The impact of spending with a supplier is greater than direct purchases CDW makes from the company. This is because money spent with the supplier is spent again on payroll, goods and services, and other suppliers in its supply chain. The company's employees use their salaries to purchase goods and services from other businesses. Downstream suppliers similarly use the proceeds from their sales on their employees and other businesses. A chain reaction of indirect and induced spending continues. This economic ripple effect is analyzed in an economic impact assessment.

Economic Impact Metrics

Economic impact is measured through three metrics:

Production: Purchases from diverse businesses support economic activity at these suppliers and creates a ripple effect of purchases through the supply chain.

Jobs: Suppliers ramp up staff to support additional sales. This supports jobs at the diverse suppliers, within their supply chain and in their communities.

Wages: Employees that hold these jobs earn incomes that help support their families and create additional spending.



How Supplier Diversity Drives Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Supplier Diversity Purchases
CDW's purchases through its suppliers triggers a ripple effect through its supply chain.

Direct Impact
This is impact at CDW's immediate suppliers who employ people and other suppliers to support their sales to CDW.

Indirect Impact
CDW's suppliers purchase goods and services from other suppliers which creates jobs in their supply chains.

Induced Impact
Employees at these jobs support additional jobs in their communities through purchases of goods and services.



The Economic Impact of CDW's Supplier Diversity Program

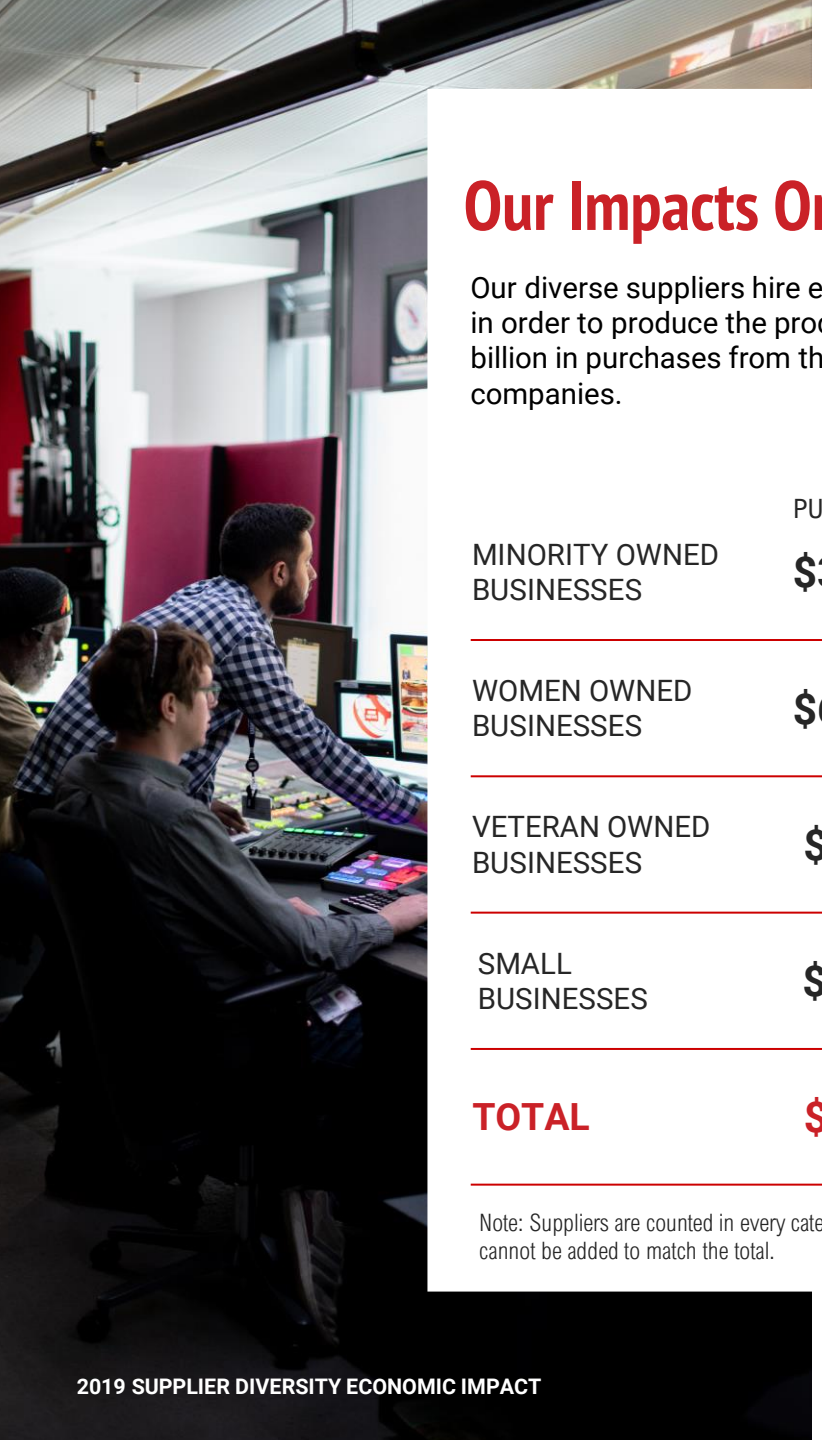
CDW's supplier diversity program spreads economic development to communities through engagement of small diverse suppliers. The impact of this program expands beyond the immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers in their supply chain and in their communities. This engagement creates a multiplier effect that ripple through the economy.

$2.1 billion
Purchases from small and diverse businesses

$3.6 billion
Total economic production generated through CDW's Supplier Diversity program.

22,058
Total jobs supported

$1.3 billion
Total wages by workers earned from the resulting economic activity



Our Impacts On Our Diverse Suppliers

Our diverse suppliers hire employees and purchase additional materials in order to produce the products and services they sell to us. The $2.05 billion in purchases from these suppliers supported 11,076 jobs at these companies.

	CDW PURCHASES	JOBS SUPPORTED	WAGES EARNED
MINORITY OWNED BUSINESSES	**$325M**	**1,427**	**$106M**
WOMEN OWNED BUSINESSES	**$697M**	**3,257**	**$249M**
VETERAN OWNED BUSINESSES	**$51M**	**243**	**$17M**
SMALL BUSINESSES	**$1.4B**	**8,104**	**$457M**
TOTAL	**$2.1B**	**11,076**	**$684M**

Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

The Multiplier Effect Of Our Spending

Our purchases from diverse businesses set off a series of additional business-to-business activity as our suppliers must in turn purchase from other businesses to provide their products and services. This ripple effect of purchases in the supply chain is called the **indirect effect**.

The jobs supported in the supply chain through the direct and indirect effects creates household wages. These wages are spent in the local communities, and this spending supports additional jobs. This is called the **induced effect**.

	ECONOMIC PRODUCTION	JOBS SUPPORTED	WAGES EARNED
INDIRECT IMPACT	**$746M**	**4,463**	**$330M**
INDUCED IMPACT	**$810M**	**6,339**	**$288M**
TOTAL	**$1.6B**	**10,802**	**$618M**

Top 10 Categories by Jobs at Diverse Suppliers





Our Diverse Suppliers



Developing Supplier Integrity and Resilience

CDW's Supplier Diversity initiative supports the business activities and growth of our small and diverse businesses through scholarships, mentorships, and training. When small and diverse business owners work with CDW, they become stronger, more effective businesses.

Our program:

- Supports and empowers minority entrepreneurs and business leaders.
- Provides leadership and job funnels for minority groups.
- Creates an economic ripple effect in families and communities.
- Provides opportunities to diverse businesses that provide greater representation, employment, and economic advancement for minority, women, veteran, and LGBTQ communities.







A Stronger Supply Chain

Investing in MANY diverse suppliers.

For CDW, it's not only the size of our diverse purchasing that counts, it is also our footprint. We aim to expand the number of suppliers we do business with. In 2019, we had over 400 diverse partner relationships. We prioritize discovering and training more suppliers every year - creating a healthy environment of competition and business growth.

This breadth of our diverse partners allows us to provide our customers with a deep pool of suppliers and exceptional solutions and customer service.

Helping strengthen our small and diverse suppliers.

We offer training, mentorship and scholarship programs so that our suppliers are stronger businesses - an investment that benefits them, us, and, our customers.

Building long term capacity in suppliers.

CDW•G's Small Business Partner Consortium (SBC) was created in 2003 to help small and disadvantaged businesses more effectively compete for federal and state information technology (IT) contracts. Partnering companies leverage CDW•G's operational efficiency, marketing reach, e-commerce and service capabilities. The program enables government agencies to utilize minority, veteran, HUBZone, and women-owned businesses. As an added benefit, government agencies that hire SBC participants receive specialized IT services through CDW•G.



"World class supplier diversity programs are led by world class supplier leaders. CDW is the example of supplier diversity and what can happen when you go above and beyond checking a box. CDW helps entrepreneurs expand into different sectors and helps their customers by bringing these suppliers to share their skills."

Ralph Moore
RGMA Founder and President
Supplier Diversity Innovator

V3GATE
DELIVERING THE NEW ERA OF IT



Service-Disabled Veteran Business Enterprise

CDW Supplier Since: 2009

V3Gate was named to the 2019 Inc. 5000 list of Fastest-Growing Private Companies

Long Term, Dependable Relationships

When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduce them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on.

Synergistic Partnerships

Oscar Valdez, Jr., a combat veteran, co-founded V3Gate with his partner Tad Rzonca. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts.
In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

A year into the program, CDW asked V3Gate to be one of their suppliers. CDW invited Tad to multiple lunch-and-learn events to present to CDW representatives. CDW's Supplier Diversity team mentored him for these sessions and coached him to demonstrate how V3Gate added value to CDW and its customers. These engagements propelled new business between CDW and V3Gate. V3Gate has grown 581% in three years. They engage with CDW both as a supplier and as a customer. In 2019, V3Gate business with CDW grew to over $100 million.

In an example of the multiplier effect of supplier diversity spending, V3Gate is passing it forward. In addition to building a diverse workplace and contributing to charities, V3Gate signed a mentor-protégé program to help a small business develop its capacity.



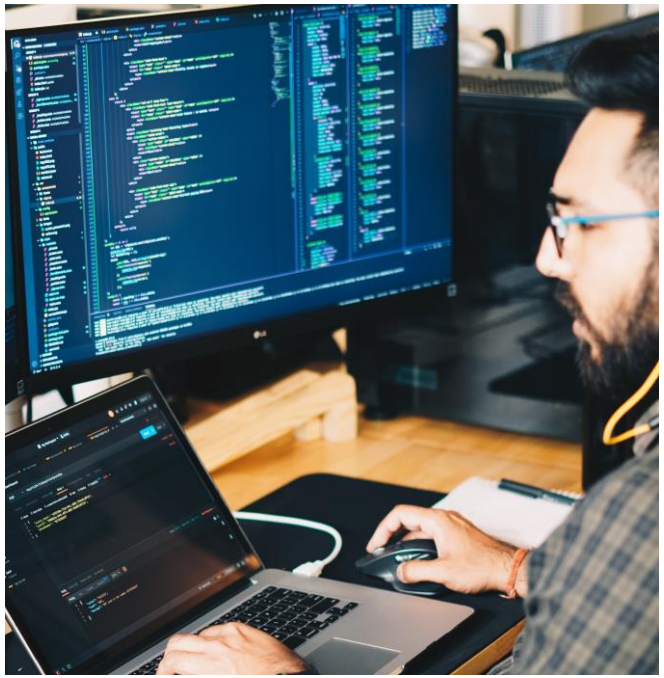
"If you want to work with CDW, they'll give you every opportunity to succeed, but you have to bring real value to them and to their customers. They are as competitive as they come."

- Tad Rzonca, President, V3Gate

CDW

Top Tier Customer Experience

CDW values our suppliers as equal partners. We rely on them to bring a superior level of expertise, knowledge, and skillsets to the table for our customers - every time. Together, we offer a rich and collaborative customer experience from the inception of a solution, and all through the presentation, delivery, and implementation.



Minority Business Enterprise

CDW Supplier Since: 2007

Aligned Vision

Betis Group is a systems integrator with 25 years of experience serving government and commercial clients through global IT solutions.

Betis Group and CDW began working together on Supplier Diversity Initiatives in mid-2004. Over the years, the two companies have worked side-by-side to develop Tier 1 and Tier 2 offerings for their customers and create a highly profitable and successful working partnership.

Betis Group and CDW often jointly present to customers across the US and demonstrate the value they deliver through their collaboration.

"As an MBE, CDW's Supplier Diversity Program allows Betis Group to leverage their experienced sales force and past performance, in addition to its enterprise-level configuration and staged shipment capacity," said Hernan Cortes, Betis Group President, and CEO.

Working with CDW, Betis Group has been able to leverage CDW's solutions breadth and operational capacity to increase Betis's sales and exposure to market opportunities. This partnership enables Betis to develop strategic relationships with suppliers and OEMs.



"CDW gives us the opportunity to amplify our expertise and strong customer focus with best-in-class technology, as well as the best e-commerce and operational infrastructure in the market."

- Hernan Cortes, President and CEO, Betis Group

Creative Solutions for your Needs

CDW works with award-winning companies at the top of their fields. Our suppliers are innovators and adaptors. When our customers come to us with a problem, we can rely on our suppliers to partner with us to find a solution. **And if a solution doesn't exist, we create one together.**



Minority Business Enterprise

CDW Supplier Since: 2007

The CRS Group won the ClearlyRated Best in Staffing Award four times for Service Excellence.

Best in Class

The CRS Group has worked with CDW for over thirteen years to help customers source the right people with the right jobs. The relationship started at the Chicago Business Opportunity Fair. CDW needed support filling new internal staff projects. Over time, CDW expanded The CRS Group's footprint. CDW invited CRS Group representatives to invite-only events and introduced them to other suppliers and corporations.

CRS Group's Michael Gaines is deeply involved in the small and diverse business community and has lent his knowledge and expertise to introduce other suppliers to CDW and create a more effective Small Diverse Business program. In turn, CDW has turned to CRS Group to offer solutions CRS otherwise didn't service. Through building trust and innovating on solutions, CDW has collaborated with CRS Group to expand its services.



"CDW has helped us expand in several areas of contingent labor needs thereby allowing us to grow our business. We're partners who create win-win solutions to the challenges that we all face. Each company supports the other's initiatives, needs, and information and that enables us to support the goals of our respective companies and our customers."

- Michael Gaines, President, The CRS Group

Stronger Business Leaders



A business is only as strong as it's leadership. We help grow leaders at diverse businesses to even the playing field so that our suppliers are more competitive on their own, and more successful as our partners.

CEO Success Community, a division of VEO Group has coached over 500 women and diversity business owners on how to position their company, fast-track revenues, build corporate relationships, and win clients.

Women Business Enterprise

CDW Supplier Since: 2019



"It only takes a second to see how deeply committed CDW is to supplier diversity and finding opportunities for Diversity CEOs. Bottomline, it is not what you say that people remember but what you do." - Marianne Ellis, Co-Founder/CEO, CEO Success Community

CDW sponsored two CEOs of women-owned businesses to participate in CEO Success Community's Conference Maximizer leadership program. The program teaches CEOs to maximize their opportunities at trade events, win contracts and increase revenue. After COVID-19, the program pivoted to Virtual Conference Training.

"I learned how to systemize my approach which has been a weak spot of mine. I was ready to walk into the WBENC Summit & Salute conference not just as ONE company, but with a team of WBE CEOs who could share opportunities and connections."

Melanie Rae, Founder + Author
Guided Business Plan





"This program opened doors with corporations and fellow WBEs. Marianne's guidance with strategy has elevated our cohort's conversations in identifying plans to achieve our goals of increasing revenues and forming relationships."

Subha Rajana, CEO
Biarca

R Mo Diversity Solutions
Certifications, Procurement & Information Technology



Minority and Women Business Enterprise

CDW Supplier Since: 2019

Protecting Your Investments

To ensure our customers always achieve their goals for supporting small, diverse businesses, we work closely with our suppliers. Becoming certified can be a long and arduous process. When we noticed that maintaining certification was an obstacle for some of our suppliers and threatened the resiliency of our supply chain, we looked for solutions

R Mo Diversity Solutions helps CDW suppliers secure certification and recertification to protect the integrity of our supply chain.

.

CDW initially engaged R Mo Diversity Solutions, a Minority, Women-Owned, Disadvantaged and SBA 8(a) certified business, to help re-certify one of CDW's largest suppliers, whose business was integral to CDW's customer goals. CDW is now working with R Mo Diversity Solutions to develop a digital library of over 1,000 diverse suppliers. Through it's relationship with CDW, R Mo Diversity Solutions is seeing their business model expand.



"Kristin Malek treats small businesses with respect, gives them value, and helps them to grow. She is very encouraging and responsive. Since starting my relationship with CDW and Kristin Malek, I have begun developing a new product for my corporate partners that ensures more suppliers are certified and geared for their business growth."

- Ranjani Mohana, Founder, R Mo Diversity Solutions

Creating Opportunities for Suppliers

CDW takes every opportunity to create openings for our suppliers to grow their businesses. We challenge our suppliers to think outside the box and beyond the sector that they initially targeted. This provides new avenues for growth, creates jobs, and increases profits. It also helps CDW build a more resilient supply chain.

Empowering Diverse Suppliers to Serve All CDW Clients

Many CDW suppliers often target only specific sectors. This narrow focus limits their potential to the customers who can benefit from their solution.

CDW works in the public, private, nonprofit, education, and healthcare sectors. To secure the best solutions for all our customers, we empower our Tier 1 diverse suppliers to make cross-sector transitions. We have helped suppliers transition from servicing only the government sector to also selling to the private sector. CDW opens doors for these businesses by providing education, training, and introductions to expand their customer base.

Our customers benefit immediately from these improved procurement options.



Accomplishments and the Future



Supplier Diversity Team Awards and Recognition

US Veterans Magazine Best of the Best Supplier Diversity Program

CDW as a 2019 Best of the Best in Supplier. Diversity out of over 350 organization. The goal of the U.S. Veterans Magazine annual evaluation is to encourage active outreach and diversity policies among corporations and government agencies. The lists were compiled from market research, independent research, diversity conference participation and survey responses.

Billion Dollar Roundtable Excellence in Supplier Diversity

CDW achieved membership in the Billion Dollar Roundtable for procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis. This reflects CDW's strong commitment to ensure a diverse and inclusive supply chain.

Celebrating Membership in The Billion Dollar Roundtable

CDW celebrated the procurement of more than $1 billion in 2019 from minority- and women-owned businesses on a first-tier basis. This milestone unlocked our membership in the Billion Dollar Roundtable. CDW joined an exclusive group of only 28 other companies such as Walmart, CVS Health, Apple, Dell, IBM, and Microsoft.

An Annual $1 Billion Commitment

The Billion Dollar Roundtable was created in 2001 to drive supplier diversity excellence through best practice sharing and thought leadership. The BDR recognizes and celebrates corporations that achieved spending of at least $1 billion with minority and woman-owned suppliers.

Thought Leadership

The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies.

The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment spending levels each year.

"A diverse supplier base enables CDW to contribute to the economic well-being of all segments of the U.S. population. We recognize that partnering with suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers. We are honored to have reached this important milestone and look forward to continuing our work leading, influencing and shaping supplier diversity excellence."

Dave Hutchins
Vice President, Strategic Programs, CDW

The Future Is Even Brighter



Sourcing More Suppliers, Investing More Resources, Creating More Jobs

Although CDW has been spending over $1 billion with small and diverse businesses since 2014, we continue to add new small and diverse partners. The biggest benefit of the strength of our program has been the opportunity to share our growth with diverse businesses. It creates a win-win-win situation for our customers, our diverse partners, and for us. Our customers win because we're able to deliver diverse solutions, diverse suppliers win when they secure opportunities to grow, and we win because we are playing a role facilitating this interaction.

Streamlining Business

Business runs smoother when processes are streamlined. That's why CDW is working to make finding solutions and choosing suppliers as easy as possible.
CDW is building a digital library of over 1,000 CDW diverse suppliers.

Through our supplier diversity program, we envision a future that provides economic empowerment and where CDW has a better a powerful impact in the communities we serve.

"I look for ways throughout the organization to create awareness and include diverse suppliers. My vision is for supplier diversity not to have to be a thing— just the way we do business. While we have more work to do, I'm incredibly proud of the $2-plus billion we spend with diverse suppliers every year." **Stephanie Santander, Director, Program and Contracts, CDW**

Partner with CDW, Meet Your Goals, Make a Difference

Partnering with us means achieving your company goals and increasing your access to more diverse and innovative suppliers. It means genuinely changing the lives of the people in your community and the communities you do business.

It is more than reports and data, its people and their kids, education and local investment, a higher quality of life for the people you work with and their paying it forward. It's the ability to invest in a brighter future for everyone.

"We are creating solutions that foster more equality in the supply chain. For CDW, it is about having a meaningful impact. We know when we invest in small and diverse businesses, we have the opportunity to drive job creation and to create a lasting economic empowerment in the community."

Kristin Malek
Senior Manager Supplier Diversity, CDW



Appendix: Economic Impact Modeling

Economic impact modeling is a standard tool used to quantify the economic contribution of an investment or company. This modeling uses an "Input-Output" economic model to estimate the number of times each dollar of "input," or direct spending, cycles through the economy in terms of "indirect and induced output," or additional spending, personal income, and employment.[1]

There are several Input-Output models used by economists to estimate multiplier effects. supplier.io employed the IMPLAN input-output model in developing estimates of spending, income and employment impacts. This model, initially developed by the U.S. Department of Agriculture, examines inter-industry relationships in local, regional, and national economies.

An Input-Output model uses a matrix representation of a nation's interconnected economy to calculate the effect of changes in spending by consumers, by an industry, or by others, on other industries and the entire economy. This matrix representation and the related Input-Output tables ultimately measure "multiplier effects" of an industry by tracing the effects of its inter-industry transactions – that is the number value of goods and services that are needed (inputs) to produce each dollar of output for the individual sector being studied. In essence, an Input-Output model is a table which shows who buys what from whom in the economy.[2]

This report is based on an analysis of data provided by CDW using IMPLAN's Input-output multipliers, and the supplier diversity information in supplier.io's database of nearly 1.6 million active certifications.

supplier.io

ABOUT SUPPLIER.IO

SUPPLIER.IO is redefining supplier diversity solutions. By providing comprehensive, accurate data in near real time, we help our customers get information they need to grow their supplier diversity program. To learn more, visit https://supplier.io.

References:

1. US Government Revenues: http://www.usgovernmentrevenue.com/total_2014USrt_17rs1n
2. United States GDP: http://www.tradingeconomics.com/united-states/gdp


CDW
PEOPLE
WHO
GET IT®

Attachment C – Manufacturer Line Card

WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media Services
AeroScout
Airtame
Alcatel Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM Solutions, Inc.
AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual Innovations
Aurora Systems Consulting
Autodesk
Automated Systems Consulting
Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can
Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power Systems
Brooktrout
Brother
Brothers Integrated Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline Communications
CentraComm Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook Cases
Cofense
Cognitive Receipt Printes
Cohensity
Columbitech
Column Technologies
Commercial Tele-communications
Comm-Link DHP
Commvault
Communication Consulting
Communications Installation
Comnet Communications
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Condusiv Technologies
Conen
ConnectPro
ConsultX
Contemporary Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning
Corporate IT Solutions
Corsair
Cortelco
Cost Management Group
CPI
CP Technologies
Cradlepoint
Crane Payment Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer Specialists
Customer Owned Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense Technologies
Cybernetics
Cybernet Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage Works
Digium
Directions Training
Distribution Management, Inc.
Diviad Network Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek
Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Techologies
FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting Solutions
Gefen
Gemalto
General Dynamics Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Haivision
Halo
Hamilton-Buhl
Hammermilll
Handeholder Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes Microcomputer Products
Hayes Software Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard Enterprise
HGST
HID Global Corporation
Higher Ground
HighFive Technologies, Inc.
HighPoint Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON
Honeywell Scanning & Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional Services
Impact Business Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

Industry Weapon
Infinite Peripherals
Infoblox
InfoCase Notebook Cases
InFocus
InfoLock Technologies
Informa Software
Informatica
Infortrend
Infotel
Infragistics
Ingenico Group
Ingram Micro Services
InMotion
Innovation First
Innovative Office
Innovera
Inova
Inseego
Inserv360
Insight Global
Insperity
Inspiration Software
Inspur
Installs
In Process Consulting
Intechra
Intego
Intregration Technologies Group
Integrity Networks
Intel
Intelligent Computer Solutions
Interactive Solutions
Interstate Technology Systems
Intuit
Intuitive Technology Partners
Inviso Corporation
I-O Corporation
I/OMagic
IOGEAR
ioSafe
ipConfigure
Ipswitch
IP Vision
iQ Netsolutions
IRIS Software
ISICAD
ISI ResearchSoft
ISI Telemanagement
IT Missions
ITS Partners
Ivanti
IVCI, LLC
Ixia

J

Jabra
JACO
JAMF Software
Jar Systems
Jaton
JBL
JELCO
Jensen Tool
JetBrains
Jive Software
Joan
Johnson Controls, Inc.
Jolly Green Giant
Jo-Ro Manufacturing Company
Juniper Networks
Just Communications
Just Lamps
JVC

K

Kajeet, Inc.
Kanguru Solutions
Kano PC
Kantek, Inc .
Kaspersky Lab
KBS Computer Services
Keeper Security
Kemp Technologies
Kendall Howard
Kenneth Cole
Kensington
Keste
Key Ovation
Keyscan
Key Tronic
Kidasa Software
Kidzgear
Kinesis
Kingston Technology
Kinney Group
KnowBe4
Kodak
Kofax
Konexx
Konica Minolta
Kony
Kore Technologies
Koss Corporation
Kramer Electronics
Krone
Kroy
KSI
Kyocera

L

L.I. Computer Networks
LaCie
Lakeside Software
Landing Zone
Lanier Electronics Group
Lantronix
Laplink
Lava Computers Manufacturing
Layer27
LEAD Technologies
LeapFrog
Learning Consultants
Ledgeview Partners
Lee Products
LeGrand
Lenovo
Let's Think Wireless
Leviton
LexiCon
LexisNexis
Lexmark
LG Electronics
LG Ericsson
Lifeboat Distribution
Lifesize
Lightspeed Systems
Lind Electronics
Linked Senior
Linksys
Liquid PC Services
LiquidWare Labs
Lite-On
Little Bits
LiveAction
LiveScribe
LivWell
LocknCharge
LoftWare
Logical Maitenance Solutions
Logic Controls
Logicube
LogicMonitor
Logitech
LogicWing
Lookout
LSI Logic
Lucid Software
Lumension
Lumins Integration

M

M&B Machine
M3T Network
MacProfessionals
Macally
Makerbot
Maclocks
MagTek
MakerBot
Malwarebytes
Man & Machine
Managed Networks
Markzware
Marshall Electronics
Martin Yale
Marvel File Cabinets
Mason Technologies
Master Manufacturing
Matrox Video
MatterHackers
Maureen Data Systems
Maxell
Max Interactive
Mayline Group
McAfee
MEAD
Media Four
Meet Me in the Cloud
Mellanox
Memorex
Meridian
Metalogix
Metro Datavac
Metrowerks Software
Microboards
MicroEdge
Micro Focus
Micro Innovations
MicroMat
MicroNet Associates
Micron
Microsoft
Middle Atlantic
Milestone
Miltope
Mimecast
Mimo
Mindjet
Minitab Software
Minuteman Power Technologies
Mission Critical Wireless
Mitel
MJP Technologies
MMF IndustriesMobile Edge
Mobi
Mobi Wireless Services
Mobile Heartbeat
Mobile Installation Technologi
MobileIron
Mobotix

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia Company
NetScout
NetSkope
NetSupport
Netsurion
Network Automation
Network Consulting Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand
Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead Computing
NovaStor
Novell
NTP Software
Nuance
Numonics Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Indentity
OneLogin
On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek
Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage Technologies
Plenom
Plug-In Storage Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works Consulting
Precise Biometrics
Premier Mounts
Presidio Networked Solutions
Primera
Printek
PrinterLogic
Printronix
PrismPointe Technologies
ProClip
Pro Computing Services
ProCurri
Productive AV
Progressive Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

R

Rad Direct
Radiant Network
Radware
Rain Design
Ram Mounts
Raritan
Raxco Software
RazBeri
Razer
RCA
Read Right
Readydock
Real VNC
Recertified by Planitroi
RedBeam
Red Gate
Red Hat
RedSky
Reliable-IT
Rennerbrown Staffing
RES Software
Respawn
Retail Service Parts
Retrak
Retrospect
RF Ideas
Ricoh Corporation
RIM
Rimage
RingCentral
Rittal
Riverbed
Robert Bosch Tools
Robert Half International
Rockey and Associates
Rose Electronics
RSA Security
Rubrik
Ruckus Wireless

S

Safari Montage
Safco
SafeWare
Sage Software
Sagem-Interstar
SailPoint
Salamander Designs
Salesforce.com
Samsara
Samsonite
Samsung
Sancastle Technologies
Sanyo
SAP America
Sapphire Technology
SAS Software
SATO
Savin
Scala
Scale Computing
ScienceLogic
SCM Microsystem
Scooter Software
SDI Technologies
Security Scorecard
Securly
Segovia
Seiko Instruments
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies
SentrySafe
ServerLift
Service Express
SGI
Sharp
Shavlik
ShoreTel
Shure
Shuttle Computers
Siecor
Siemon
Sierra Wireless
Signagelive
SIIG
Silex Technology
Silver Peak
SimpleTech
Simply NUC
Singlewire
SKB Industrial
Skykit
Skyline Advanced Tech Services
Sling Media
Sliver Peak Cloud Services
SmartDraw
SmartSource
SMART Technologies
SMK-Link Electronics
SMS Systems Maintenance SVCS
Snow Software
Socket Mobile
Sofbang
SoftDesk
Software Shelf
SolarFlare
Solar Winds
SonicWALL
Sonnet Technologies
Sony
Sophisticated Systems
Sophos
Sorna
Soter Technologies
SOTI
SoundTrap
SourceCode-K2
Source Imaging Products
Source Technologies
Southwest Networks
Spanning Cloud
Specialty Products of Virginia
Speck Products
Spectra Logic
Spectralink
Spectrum Industries
Splunk
Sport View Televisionorate
Sprint
SPSS Software
Spyrus
SSH
Stage Front Lighting & Theatrics
Star Micronics
StarTech.com
StarWind
Steel Cloud
SteelEye Technology
SteelRay Software
Stefanini
StorageCraft
Storix
Strategic SAAS
StratoDesk
Studio Network Solutions
Sunbelt Software
Sunbrite
Supermicro
SUSE
Swivl
Symantec
Synchrotech
Syncplicity
Syncsort
Synergy Software
Synnefo Technology Solutions
Synnex Services
Synology
SysDig
Systat Software
System76
Systemax
Systran

T

Tableau
Tagit
TAIYO YUDEN
Tally Printers
Tangent Computer
Target Network Integration
Targus
Taurus Technologies
TEAC
TechData
TechSmith
Technology Integration Group
Technology Services Corp
Technology Solutions Group
TEC Printers
TEK Systems
Teklynx
Tektivity
Telestream
Telex
Tempus Nova
Tenable
Tequipment
Terrawave
TESSCO
Texas Instruments
TextHelp
TG3 Electronics
Thales
The Joy Factory
Thermaltake Technology
Thermamark
ThinkWrite
ThinPrint
Threat Track
Thycotic Software
TIBCO Software
Tiffany Industries
Tiffen
TigerText
Tightrope
Tintri
T-Mobile
TomTom
ToolFarm
Topaz Systems
Toshiba
Total Micro Technologies
TouchSystems
TP-Link
Transcend
Transition Networks

Traversa Solutions
Trekstor
Trellix
Trend Micro
TrendWare International
Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems
Trust
Trustwave
TSC Taiwan Semiconductor Co.
Tumbleweed
Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco Computers
Unitech
United Radio DBA Bluestar
Unitrends
Universal
Universal Management Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems Solutions
Virtual Tech Gurus
Visioneer
Vision Solutions (Syncsort)
VisionTek
Vitil Solutions
Vivitek
Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech Communications
Vuzix Corporation
VXL Innstruments
Vytopta

W

Wachter Network Services
Wacom
Walt Disney Computer Software
Wasp Barcode
WatchGuard
Waterfield Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM Inernational
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

Tab 4 – Qualification and Experience

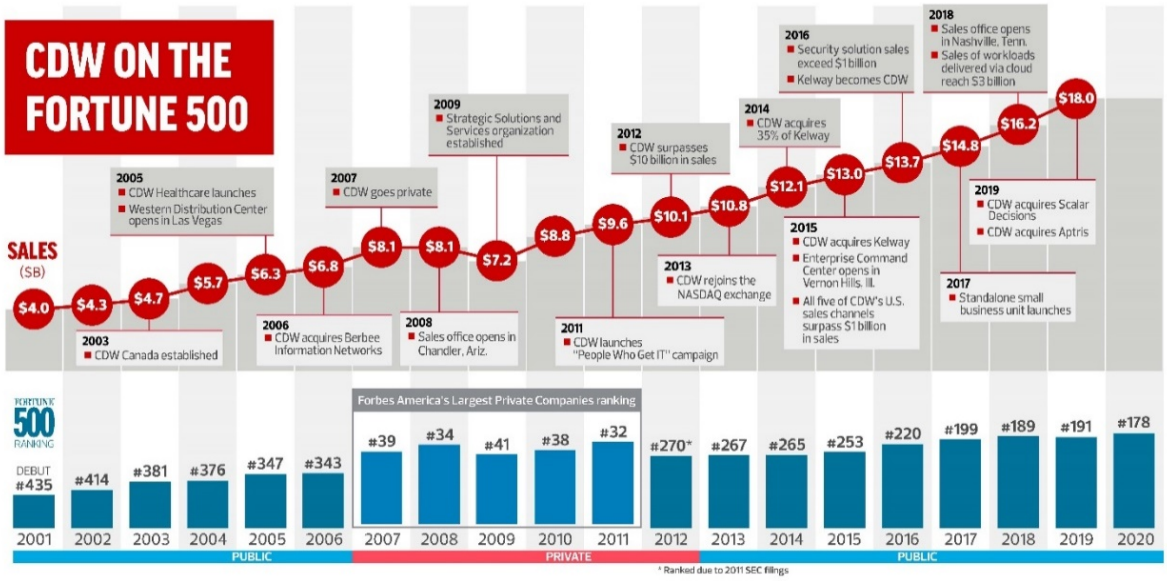
i. Provide a brief history of the Offeror, including year it was established and corporate office location.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** $18.0B
- **# of Coworkers:** ~10,100
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2020):** 178

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from $4 billion in sales in 2001 to over $18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



ii. Describe Offeror's reputation in the marketplace.

CDW goes to market with a series of sustainable competitive advantages developed during 35+ years of delivering technology to customers. Each is powerful on its own, but the combination of these interconnected advantages makes it hard for others to replicate CDW's success.

CDW•G's success has been driven by the interconnection of unique competitive advantages: our scale and scope, performance-driven culture, highly skilled sales and services capabilities, robust distribution facilities, and established international presence.

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The more technology changes, the greater the opportunity for CDW•G to deliver value to its customers and vendor partners. CDW•G continually evolves to take advantage of the accelerating changes in IT. CDW•G has successfully transformed from primarily a technology products seller to an integrated technology solutions provider, ensuring it can continue to help customers navigate an increasingly complex IT market.

Our current competition includes:

- Resellers, such as Computacenter, Connection, ePlus, Insight Enterprises, NTT, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers;
- Manufacturers who sell directly to customers, such as Adobe, Apple, Dell EMC, HP Inc. and Hewlett Packard Enterprise;
- Large service providers and system integrators, such as Accenture, Dell EMC, Hewlett Packard Enterprise and IBM;
- Communications service providers, such as AT&T, CenturyLink and Verizon;
- Cloud providers, such as Amazon Web Services, Google and Microsoft;
- E-tailers, such as Amazon and Newegg; and
- Retailers (including their e-commerce activities), such as Office Depot and Staples.

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors.

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include warranties, managed services, consulting design and implementation. IT is critical to both "run the business" and drive greater growth and productivity.

To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide public cloud solutions, which reside off customer premises on a public (shared) infrastructure, and private cloud solutions, which reside on customer premises. We also offer

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hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services offerings help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Dedicated Cloud Client Executives work with our customers to architect cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on and off-premise capabilities:

- **Data Center:** We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyperconverged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage and energy-efficient power and cooling.
- **Digital Workspace:** We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.
- **Security:** We assess our customers' security needs and provide them with risk mitigation tools and services. Product design, architecture and implementation can take the form of hardware, software or Software as a Service. These tools and services are provided across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.
- **Services:** We advise, architect and manage integrated business technology for our customers. Our solutions include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We provide advisory, architectural and managed services across basic, discrete and integrated business technology solutions. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

CDW•G's solutions include design, implementation and ongoing management and support. Continuous transformation, which includes the addition of field sellers, technology specialists

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and advanced services engineers and extensive services capabilities, means that CDW is uniquely positioned to capitalize on the key technology drivers of today and tomorrow.

iii. Describe Offeror's reputation of products and services in the marketplace.

Total Solutions

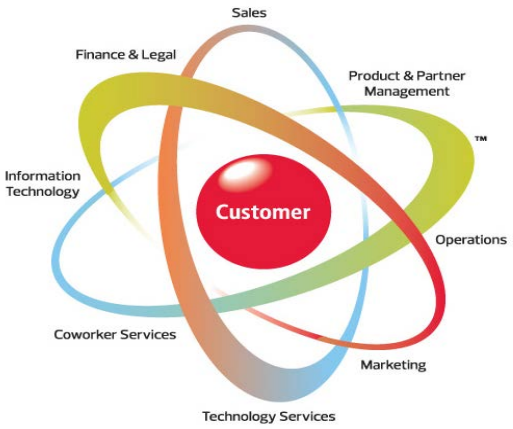
CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive

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Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Region 4 ESC view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Region 4 ESC with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on

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distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds [redacted] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.


450,000-square-foot distribution center in IL


513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- **End-user hardware installations**, including desktops, laptops and printers
- **Pre-shipment configuration** for server and storage equipment
- **Remote configuration** for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- **Computer imaging services:** We can preload your custom images onto systems before they ship.
- **VPN configuration services**: With a static IP address and proprietary VPN connection, you can update images on the fly.
- **iOS and Android configuration**: We'll customize your iPad or Android deployments by loading apps, settings or customized content.

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Custom Turnkey Solutions



We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered.

We can help with:

- **Joining client systems** to your domain over VPN
- **Custom BIOS** and firmware upgrades
- **Data capture** for pre-staging on your network
- **Custom inserts** with clear instructions for users

IT Asset Management



Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss.

We offer:

- **Custom asset tagging** based on your current system or one we help you devise
- **Enhanced barcode tracking** for easy inventory management
- **Custom engraving and laser etching** for laptops, tablets and more

Custom Packaging and Simplified Distribution



With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization**: Allows you to receive your entire order in one shipment
- **Kitting**: We'll bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We'll label packages with vital information for easy routing and tracking

Remote Configuration Services



CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection.

Services include customized installations for:

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- **HP**, **Cisco**, **Dell** and **Aruba** switches
- **Cisco** wireless LAN controllers
- **Cisco IronPort** web and email security
- **Cisco** ASA with FirePOWER® and F5 BIG-IP® LTM configurations
- **Citrix** XenApp®, Xen Desktop® and NetScaler® Gateway™ solutions
- **FortiGate**, **SonicWall** and **Palo Alto** appliances

iv. Describe the experience and qualification of key employees.



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v. Describe Offeror's experience working with the government sector.

CDW·G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

We focus on building strong relationships with our public sector customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the Public Sector market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW·G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to

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product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over [redacted] in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer public sector entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

As of the date of submission, and to CDW•G's knowledge and belief, CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW•G's ability to perform its obligations under an awarded contract.

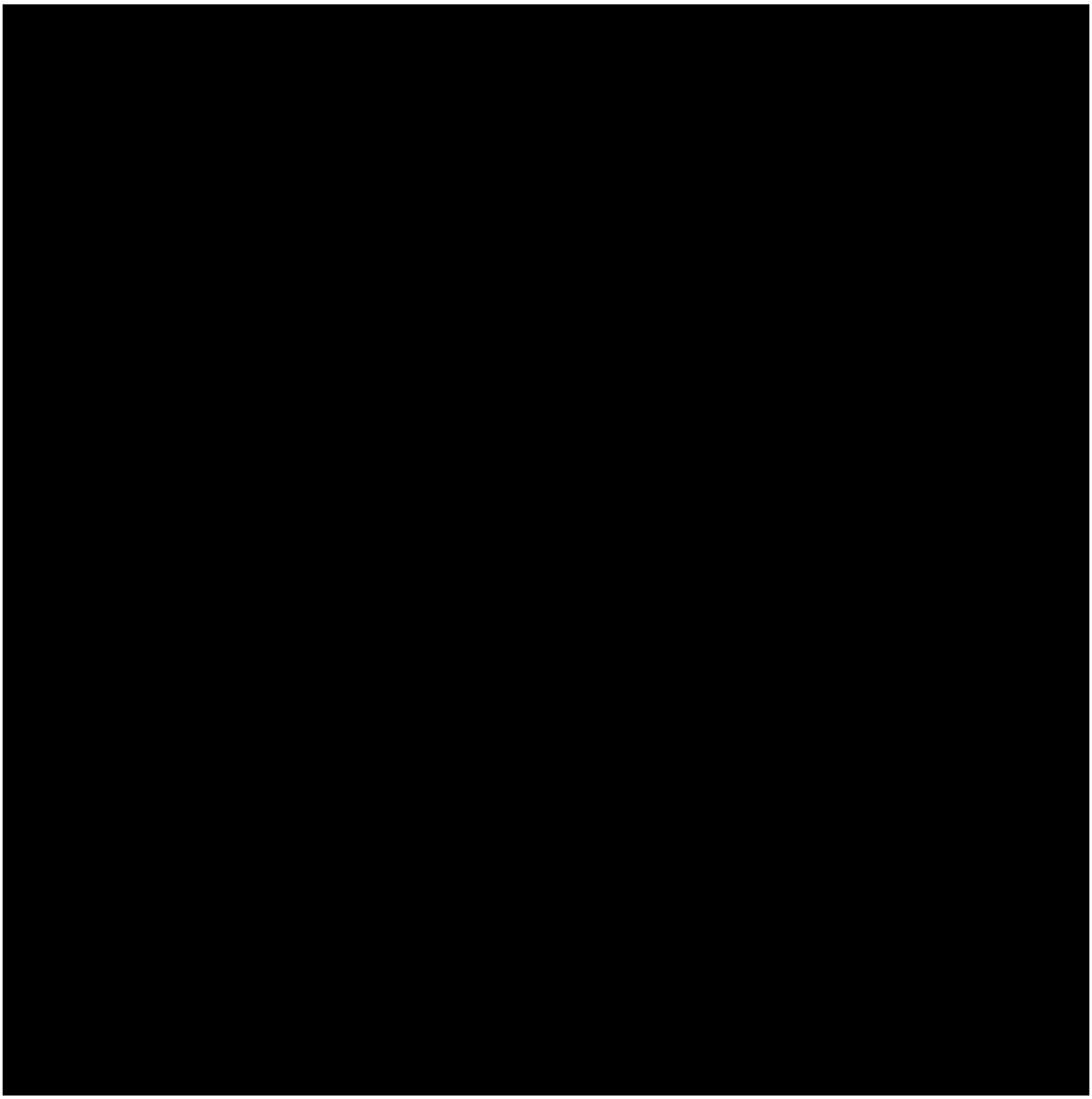
As of the date of submission, and to the best of our knowledge and belief, CDW•G has not filed a petition for bankruptcy or reorganization due to financial hardship.

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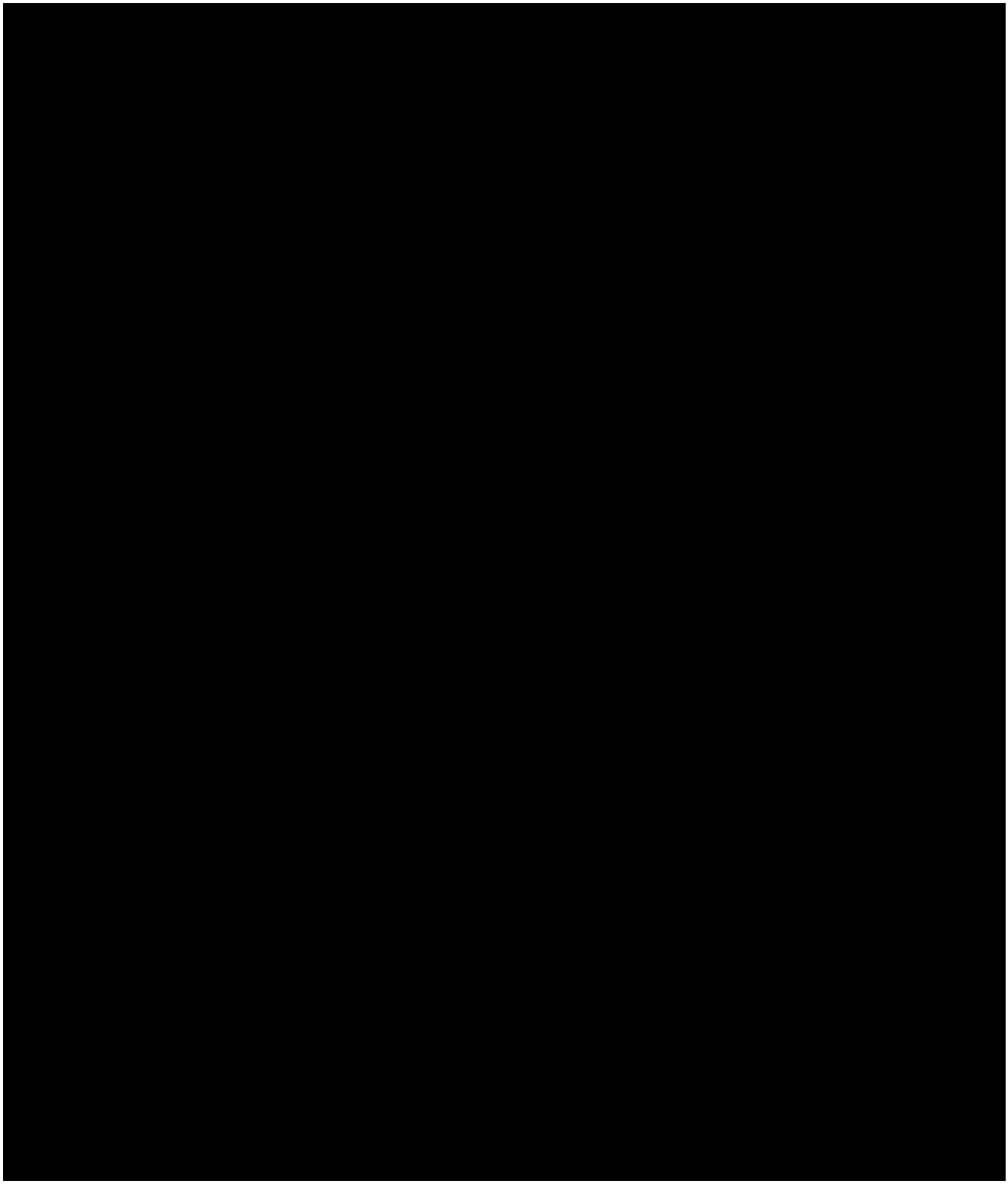
References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



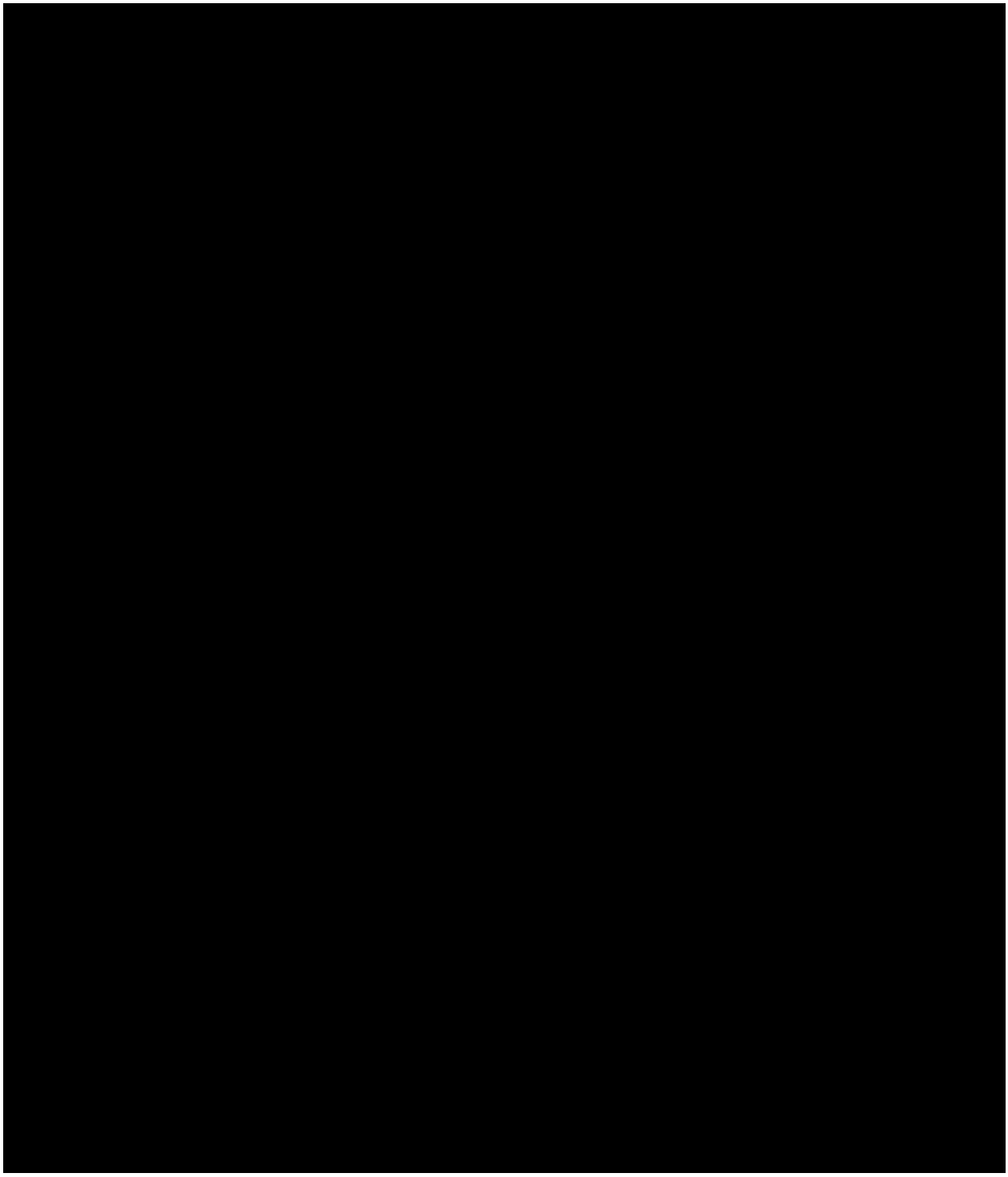
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ix. Provide any additional information relevant to this section.

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Tab 5 – Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As demonstrated by this response to Region 4 ESC's Technology Solutions, Products and Services RFP, CDW•G is fully capable of completing and managing the Scope of Work in this new contract. We are confident in this because we have been successfully managing the Region 4 ESC contract (R160201) for the last 5 years. By awarding CDW•G this new contract, Region 4 ESC will have a seamless, no interruption transition from the current contract. The team currently in place will remain in place to serve Region 4 ESC, which means our team is already familiar and accustomed to working with of Region 4 ESC. CDW•G also held the National IPA contract before it became OMNIA, giving our teams more foundation and experience.

In addition to the current Technology Solutions, Products and Services contract, CDW•G currently holds and manages a total cloud solutions contract (R0107100) for Region 4 ESC

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Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy Appendix C, Doc #1
b. Antitrust Certification Statement (Appendix C, Doc #2)
c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)
d. Texas government Code 2270 Verification Form (Appendix C, Doc #4)
e. Any additional agreements Offeror will require Participating Agencies to sign

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Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

01/15/2021 — *Date*

David C Hutchins — *Authorized Signature & Title*

CDW-G Statement of Confidentiality

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
7	Detailed login instructions for ESC Region 4 members to retrieve downloadable copies of pricing files.
35	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
41	CDW-G employee personal information/contact information
48-49	CDW-G employee personal information/contact information
52	CDW-G's top OMNIA accounts is confidential customer information not made publicly available.
56	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage.
62	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
64-65	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public.
67-70	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	CDW Government LLC	**Contact**	**Signature**
			Pam Janutolo **Printed Name**
	230 N. Milwaukee Ave		Manager, Proposal Teams
Address	Vernon Hills, IL 60061		**Position with Company**
		Official Authorizing Proposal	David C Hutchins **Signature**
			David Hutchins **Printed Name**
Phone	847.371.5800		Vice President, Strategic Programs
			Position with Company
Fax	847.465.6800		

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

SECTION 7 - # 4

7. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(a) the value of the contract cannot be determined at the time the contract is executed; and

(b) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Hutchins, as an authorized representative of

CDW Government LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

David C Hutchins

Signature of Named Authorized Company Representative

01/15/2021

Date

STAGING/BUY AND HOLD AGREEMENT

This STAGING/BUY AND HOLD AGREEMENT ("**Agreement"**) is made as of the _____ day of [Month], Year (the "**Effective Date**") by and between CDW Government, LLC ("**Seller**") and _____ ("**Customer**").

STAGING MANAGEMENT.
Seller and Customer (each, a "**Party**", together, the "**Parties**") agree to work together to manage Seller's storage and distribution ("**Staging**") of certain products purchased which may receive configured Services such as asset tagging, hardware installation, software imaging, customization with VPN and kitting with custom packaging ("Configuration Services") purchased separately by Customer from Seller, specified hereunder ("**Staged Products**").

Section 1. INTERPRETATION.
Notwithstanding anything to the contrary specified in any Seller-issued quote or Customer-issued Staging/Buy and Hold Authorization Order (defined herein), the Parties agree that all such quotes and Staging/Buy and Hold Authorization Orders shall be governed solely by the terms and conditions of this Agreement; provided that Customer's purchase of Staged Products from Seller (including without limitation payment, invoicing and return privilege terms) shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects" specified at www.cdw.com unless Seller and Customer have signed a separate agreement to govern such product sales prior to the Effective Date (in either case, the "Product Agreement"). In the event of a conflict between the Product Agreement and this Agreement, the provisions of this Agreement shall prevail.

Section 2. SELLER STAGING.
2.1 All Staged Products must be listed on a Staging/Buy and Hold Authorization Order ("**SAO")** executed between the parties, that is substantially in the form of **Exhibit A** attached hereto. Seller shall store the Staged Products on behalf of Customer at Seller's warehouse located at [CDW Warehouse], ("**Seller's Warehouse**"). The Parties will execute SAO's in numerical order, beginning with "**A-1**". Any change to the SAO shall be under the terms and conditions specified on a Staging/ Buy and Hold Authorization Order Addendum ("**SAOA**") that is substantially in the form of **Exhibit B** attached hereto. Except as otherwise specified in the applicable SAOA, Customer will be financially responsible to Seller for any and all Seller costs associated with changes to a SAO. Such additional Seller costs may include, but are not limited to, custom configurations, handling, release date changes, warehousing and shipping charges.

2.2 Staged Products which are known by Seller to be defective, OEM deemed end of life or DOA during delivery to or at the Staging Location, will be replaced by Seller at no additional cost to Customer. No change to the SAO or signed amendment will be required for replacements by Seller pursuant to his Section and Seller will notify Customer's contact via email.

2.3 To the best of Customer's knowledge, any configuration, asset tagging, imaging, or like Services to be performed by Seller on the Staged Products have been finalized, as evidenced by Customer's initials in the correct box below:

The Staged Products [CHOOSE] have Configuration Services performed.

Section 3. OWNERSHIP.
As between Seller and Customer, ownership of, and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the designated staging location ("**Staging Location**") within Seller's Warehouse. Customer obtains a special property right and insurable interest in such Staged Products under UCC § 2-501. Customer acknowledges and agrees that any manufacturer warranty period for the Staged Products will begin on the date of Seller's invoice.

Section 4. SALES TAX.
As set forth above, ownership of and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the Staging Location. Seller will collect sales tax due from Customer based on the Seller's Warehouse location identified in Section 2. Upon executing this agreement, and if applicable, Customer will provide Seller with either Illinois or Nevada tax exemption documentation.

Section 5. SHIPPING.
5.1 Seller shall release the Staged Products from the Staging Location and provide them to the carrier for shipment to Customer's location upon the Estimated Ship Date set forth in the SAO, unless Customer provides written notice to Seller (which may be by email sent directly to the Seller Account Manager) no less than ten (10) business days prior to such Estimated Ship Date notifying Seller of Customer's request to change the ship date. Customer cannot change any ship date to a date later than the Final Ship Date set forth in the SAO ("Final Ship Date"). Seller will ship to Customer all Staged Products that remain in Seller's Warehouse no later than the Final Ship Date.

5.2 Customer will be responsible for all shipping and handling charges, which Seller will include as an additional line item on the applicable invoice.

5.3 In the event of early termination or in the event that Customer does not request delivery of all Staged Products prior to the Final Ship Date, Seller shall, at Seller's option; either (i) ship the remaining Staged Products still held by Seller to Customer's Final Ship to Address identified on the SAO, or (ii) return the Staged Products to Seller's inventory.

Section 6. INVOICING AND PAYMENT.
6.1. Except as otherwise agreed in writing by the Parties, and subject to continuing credit approval by Seller,

Customer will pay all invoices within thirty (30) days after the date of Seller's invoice. In addition to the purchase price for the Staged Products, Seller will charge Customer a fee for holding the Staged Products as set forth on each SAO ("**Staging Fee**").

6.2. Seller will invoice Customer for Customer's purchase of Staged Products on the date that the Staged Products are delivered to the Staging Location in Seller's Warehouse. Seller will also include the applicable Staging Fee on each invoice for Staged Products.

6.3. The Staging Services will commence, and the Staging Fee applied, upon the date of CDW's invoice.

6.4. Upon completion of each SAO, if applicable, CDW will provide customer with a settlement invoice for any additional fees resulting from any changes to the original SAO (e.g., additional staging fees, handling fees, shipping charges, etc.).

6.5. Customer acknowledges that some or all Staged Products may not be in Seller's warehouse or available to be held for Customer on the date the SAO is submitted to Seller and agrees that Seller shall have no liability or responsibility to Customer for losses of any incentives or price adjustments as a result of the invoice date being different from the SAO date.

Section 7. NON-CANCELABLE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND NON-CANCELABLE, AND THE STAGED PRODUCTS ARE NON-RETURNABLE, NOTWITHSTANDING ANY OBSOLESCENCE OF THE STAGED PRODUCTS, PROBLEMS WITH OR DEFECTS IN THE STAGED PRODUCTS, ANY CHANGES IN SCHEDULE, ANY CHANGES IN CUSTOMER'S NEEDS OR FINANCIAL CIRCUMSTANCES, ANY UNAVAILABILITY OF LEASE FINANCING FOR ANY OR ALL OF THE STAGED PRODUCTS, OR ANY OTHER CIRCUMSTANCE. CUSTOMER SHALL HAVE NO RIGHT TO REFUSE DELIVERY OR TO DELAY PAYMENTS FOR ANY STAGED PRODUCTS FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CONDITION OF STAGED PRODUCTS.

Section 8. BREACH; REMEDIES.

In the event that Customer cancels any SAO or addendums thereto, or terminates this Agreement, Seller shall have the right, in addition to all other remedies it may have, to be compensated for all costs, expenses and losses incurred by Seller, including, but not limited to, the cost of Staging the Staged Products, insurance costs, costs incurred with respect to custom configured goods, costs incurred by Seller in ordering Staged Products specifically for Customer's benefit, and costs of collection. In the event of a breach of this Agreement by Customer and in addition to all other remedies Seller may have at law or in equity, Seller has the right to terminate this Agreement and to demand immediate payment in full for all of the Staged Products and of all of the fees, costs and expenses assessable hereunder.

Section 9. RISK OF LOSS, AND INSURANCE.

CUSTOMER SHALL BEAR THE RISK OF PROPERTY DAMAGE TO AND LOSS OF THE STAGED PRODUCTS ("PRODUCT LOSSES") AND SHALL PROVIDE INSURANCE TO COVER ANY SUCH PRODUCT LOSSES DURING STORAGE OF THE STAGED PRODUCTS IN SELLER'S WAREHOUSE. CUSTOMER SHALL ALSO BEAR THE RISK OF PRODUCT LOSSES AND SHALL PROVIDE INSURANCE TO COVER ANY PRODUCT LOSSES INCURRED DURING SHIPMENT, NAMING SELLER AS A LOSS PAYEE.

Section 10. SECURITY AND ACCESS.

Seller agrees to exercise the same care with respect to the storage of Staged Products as Seller exercises with respect to similar products owned by Seller. Seller shall provide secure space to prevent unintended use of Staged Products. Seller agrees to provide Customer access to its facilities, upon reasonable advance notice, during normal business hours, for purposes of inspection of Staged Products.

Section 11. LIMITED LIABILITY.

SELLER'S LIABILITY FOR LOSS OR INJURY TO THE STAGED PRODUCTS IS LIMITED TO REPLACEMENT OF THE STAGED PRODUCTS OR REIMBURSEMENT FOR THE UNIT PRICE LISTED ON THE SAO, PROVIDED THAT CUSTOMER HAS PAID SELLER FOR THE APPLICABLE STAGED PRODUCTS, BUT IN NO EVENT IN EXCESS OF INSURANCE PROCEEDS RECEIVED BY SELLER FOR SUCH LOST OR INJURED PROPERTY. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES BE LIABLE FOR: ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

Section 12. TERMINATION.

This Agreement may be terminated by Customer upon thirty (30) days' advance written notice; provided that Customer has paid all fees, prices and costs due and owing hereunder. This Agreement may be terminated by Seller upon thirty (30) days' advance written notice. Termination of this Agreement will not terminate either party's obligations under any existing SAO.

Section 13. FORCE MAJEURE.

Seller shall not be liable to Customer for any failure to comply with the terms of this Agreement to the extent that such failure results from any circumstances beyond its reasonable control, including, but not limited to, carrier delays, delays due to fire, severe weather, power failure, labor problems, acts of war, terrorism, embargo, acts of God, and acts or laws of any government or agency. Seller's failure or delay in performance under this Agreement due to any force majeure event shall not be deemed to be a default under this Agreement.

Section 14. GOVERNING LAW; JURISDICTION.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: **CDW Government, LLC**

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

_____

_____

Customer Account #_____

EXHIBIT A-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

** CDW to default to final ship date if no estimated ship dates are provided in the table above.*
* The foregoing Staged Products are subject to the "*Staging/Buy and Hold Agreement*" between the Parties dated ____day of [Month], [Year]

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

By: X
Name: X
Title: X
Date: X

Customer:

By: X
Name: X
Title: X
Date: X

SAMPLE

SAO EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

SA Version 2020 03 05

EXHIBIT B-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER ADDENDUM

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

** CDW to default to final ship date if no estimated ship dates are provided in the table above.*
* The foregoing Staged Products are subject to the "*Staging/Buy and Hold Agreement*" between the Parties dated ____day of [Month], [Year]

The parties agree that the Staging/Buy and Hold Authorization Order dated ____day of [Month], [Year] is hereby amended as set forth in this Addendum.

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX		Customer:	
By:	X	By:	X
Name:	X	Name:	X
Title:	X	Title:	X
Date:	X	Date:	X

SAO ADDENDUM EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

SAMPLE

STATEMENT OF WORK

Project Name:	[Project Name]	**Seller Representative:** [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	**Solution Architect:** [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	
Version:	[File Version]	**Drafted By** [Services Contract Specialist Name]

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

DocuSign Envelope ID: 7891C183-4D13-4021-91C8-6E2D622C335D

October 27, 2023

Anup Sreedharan
Manager, Program Management Public Sector
CDW Government LLC
230 N Milwaukee Ave
Vernon Hills, IL 60661
Email: anusree@cdwg.com

Re: Renewal Award of Contract # R210401

Dear Mr. Sreenharan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that CDW Government LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 19, 2021, and subsequent performance thereafter:

Contract

Technology Solutions, Products, and Services

The contract will expire on May 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com .

The partnership between CDW Government LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance
Micah Herd, Senior Management Analyst

SUBJECT: **REQUEST TO APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2023-24**

DATE: June 14, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing Blanket Purchase Orders/purchasing authorization amounts to various vendors for purchasing during Fiscal Year 2023-24; and
2. Authorize the City Manager to approve up to an additional $25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

As part of the assessment process for this request, the Finance Department reviewed vendors that multiple City departments frequently utilize. The review identified several vendors utilized by multiple departments for various purchases (i.e., office supplies, maintenance supplies, printing, etc). To ensure these purchases meet internal and external purchasing guidelines, it is requested that the City Council authorize issuing blanket purchase orders to each vendor. If this recommendation is approved, the Finance Department will issue Blanket Purchase Orders to each vendor in the following amounts:

Vendor Name	Description	Amount	GL Code
Acro Printing	General printing, advertisements, community promotions	$25,000	Various
Amazon	General supplies	$175,000	Various

Arte Printing	General printing, advertisements, community promotions	$25,000	Various
CDWG	Computer hardware, software	$25,000	Various
Dell Computers	Computer hardware, software	$25,000	Various
Grainger	General supplies, equipment	$25,000	Various
Home Depot	General supplies, equipment	$50,000	Various
Sauce Creative	General printing, advertisements, community promotions	$25,000	Various

It is also requested that the City Manager be authorized to approve an additional $25,000 to each vendor during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the upcoming fiscal year (July 1, 2023 through June 30, 2024). The proposed FY 2023-24 budget includes appropriations for the purchase of supplies, equipment and software from the vendors in the above table.

BACKGROUND/DISCUSSION:

As a member of the various cooperative purchasing networks, the City has access to several publicly vetted agreements for a variety of goods and services. Included in this list are Amazon, CDWG, Dell Computers, and Home Depot. These vendors have valid agreements within the networks that are used to purchase items. Under Montebello Municipal Code Chapter 3.20.125, Piggybacking Purchasing Agreements, the City can establish purchase orders with these vendors using the same terms and conditions.

Staff is also seeking authorization to issue purchase orders to Acro Printing (Acro), Arte Printing (Arte), and The Sauce Creative (Sauce) in the amount of $25,000 each. These vendors provide graphic design and printing services for several city departments. These services are typically used to create community promotional items such as the quarterly newsletter and other general materials used to inform the residents, business owners, and other community stakeholders of Recreation and Community Services Department sponsored events. It should be noted that staff has issued a Request for Proposals (RFP) for printing, graphic design, and mailing services (RFP 23 – 8). The purchase orders with the aforementioned vendors will be used until the RFP process is complete.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Finance Department is requesting Blanket Purchase Orders with various vendors to ensure the City receives the best pricing and purchases are made in compliance with the local vetting process.

ATTACHMENT(S)

1. Attachment A - Amazon - MA3457
2. Attachment B - Amazon - R-TC-17006
3. Attachment C - CDWG - R210401
4. Attachment D - Dell - 01-143
5. Attachment E - Grainger - R192002
6. Attachment F - Home Depot - 16154

NEXT STEPS:

N/A

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **RECEIVE AND FILE MONTEBELLO BUS LINES INTENT TO TRANSFER FISCAL YEAR 2017-18 LOW CARBON OPERATION PROGRAM (LCTOP) FUNDS TO THE CITY OF PASADENA AND AUTHORIZE STAFF TO CLOSE OUT THE GRANT**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and File Montebello Bus Lines (MBL) intent to transfer Fiscal Year 2017-18 Low Carbon Operation Program (LCTOP) funds, for the amount of Four Thousand, Three Hundred and Ninety Dollars ($4,390) to the City of Pasadena and authorize staff to close out the grant; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The remaining grant balance from Fiscal Year 2017-18 LCTOP funds is $4,390. Montebello Bus Lines (MBL) will submit an Intent to Transfer Funds Letter (Attachment A) for these funds in the amount of $4,390 to the City of Pasadena's 21-22-D7-97 project. These funds will be transferred from the Transit Department FY 2023-24 capital budget. MBL will be transferring said funds in accordance with the FY 2022-23 California Department of Transportation guidelines.

BACKGROUND/DISCUSSION:

The City of Montebello is an eligible recipient of LCTOP funds provided by the California Department of Transportation (Caltrans). The LCTOP is part of the California Climate Investments, a statewide initiative that provides operating and capital assistance for

transit agencies to reduce greenhouse gas emissions and improve mobility.

In 2017, the City was allocated $168,300 in LCTOP funds. The LCTOP funds were used to purchase MBL's Route 70 Cutaway Bus (modified vehicle) for the Limited Stops Express Project. This Project would help MBL extend its Route 70 to service patrons along Olympic Blvd to have direct access to the Transportation Facility. Furthermore, the Project would reduce headways by one-half the time from 30 minutes to 15 minutes as these vehicles would only stop at major transfer intersection points within Route 70.

The Project is now completed, and interest has accrued on the balance of the grant in the amount of $4,390. Therefore, MBL proposes an LCTOP Corrective Action Plan (Attachment B) to transfer the remaining balance to the City of Pasadena and close out the grant. Transit Staff have conducted the necessary research and determined Pasadena's ongoing 21-22-D7-97 project (Purchase of one 23-foot Battery Electric Dial A Ride Bus) is a viable project for LCTOP funds. In addition, Caltrans has verified and approved the eligibility of Pasadena's project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council receive and file Montebello Bus Lines' (MBL) intent to transfer Fiscal Year 2017-18 Low Carbon Operation Program (LCTOP) funds, for the amount of Four Thousand, Three Hundred and Ninety Dollar ($4,390), to the City of Pasadena and authorize staff to close out the grant; take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Intent to Transfer Funds Letter
2. Attachment B – LCTOP Corrective Action Plan

NEXT STEPS:

N/A

MONTEBELLO
ELEVATE

ATTACHMENT A

January 10, 2024

Erik J. Reitz
Branch Chief,
Low Carbon Transit Operations Program (LCTOP)
Department of Transportation (Caltrans)
1120 N Street (MS 39)
Sacramento, CA 95814

RE: INTENT TO TRANSFER CITY OF MONTEBELLO, MONTEBELLO BUS LINES' (MBL) FY 17/18 LCTOP FUNDS TO CITY OF PASADENA 21-22-D7-097 PROJECT

Dear Mr. Reitz,

The City of Montebello, MBL received an allocation of Fiscal Year (FY) 17/18 Low Carbon Operation program (LCTOP) grant funds in 2017 for the MBL Route 70 "Two: Cutaway Buses for Limited Stops Express" project in the amount of $168,300.

MBL hereby submits this letter of intent to transfer the remaining FY 17/18 LCTOP funds of $4,390 to the City of Pasadena's 21-22-D7-097 project as eligible for LCTOP funding under the FY 22/23 Guidelines.

It is expected that the City of Pasadena will expend the funds to complete the 21-22-D7-97 project. Additionally, it is noted that MBL's Route 70 "Two: Cutaway Buses for Limited Stops Express" project is complete and closed out.

Thank you in advance for accepting this transfer request. If you have any questions regarding this transfer request, please contact Rohan Anderson at (323)558-1625 ext. 1104 or randerson@montebelloca.gov.

Sincerely,

Adrianna Kendricks
Director of Transportation

Encl: Low Carbon Transit Operation Program Corrective Action Plan – Transfer of Funds

Low Carbon Transit Operation Program
Corrective Action Plan

TYPE OF CORRECTIVE ACTION (*check box and complete all corresponding sections):*

☐ **Change in Project Scope** (complete table below and section 1)

For a transfer of project funds, check both boxes below:

☑ **Transfer of Project Funds** (complete table below for the project transferring funds and section 2)

☐ **Change in Project Funding** (section 3)

Project ID	D7-115
Project Name	MBL Route 70 "Two: Cutaway Buses for Limited Stops Express"
Lead Agency	City of Montebello
Project Type	Purchase expansion zero-emission vehicle(s) (may include e
Regional Entity	Los Angeles County Metropolitan Transportation Authority
Award Amount	$ 168,300
Submitted Date	

1) **PROPOSED CHANGE IN PROJECT SCOPE:** Describe the proposed change to the project scope and the reason for the change. How will the proposed changes affect the following project benefits: Ridership, Vehicle Miles Traveled (VMT), Greenhouse Gas (GHG), Co-Benefits, and Priority Population Benefits?

N/A

2) **TRANSFER OF PROJECT FUNDS:**

LCTOP Funds Proposed to be Transferred:	$ 4,390
Project ID (TO project):	21-22-D7-97
Project Name (TO project):	23 Foot Electric Dial A Ride Bus

Low Carbon Transit Operation Program
Corrective Action Plan

Describe the reason for the proposed transfer of project funds:

MBL was able to purchase one (1) new CNG Ford cutaway for the D7-115 project. Due to Covid-19, the additional service on route 70 was put on a halt. The project was closed-out in September 2021. Remaining funds are requested to be transfered to City of Pasadena 21-22-D7-97 project.

3) PROPOSED CHANGE IN FUNDING:

Provide information about the proposed changes in project funding. *(If the CAP is transferring funds into a different project, the information below should reflect the funding information for the project that the funds are being transferred to.)*

Funding Type	Prior	Original	Proposed
99313	$	$	$
99314	$	$	$ 4,390.00
Total LCTOP Funds	$ 0.00	$ 0.00	$ 4,390.00
Other Funds (including Federal, State, Local Funds):	$	$	$
Total Funds:	$ 0.00	$ 0.00	$ 4,390.00

Describe the reason for the proposed change in project funding or cost:

Funds transferred from MBL's Route 70 "Two: Cutaway Buses for Limited Stop Express" project to City of Pasadena's ongoing 21-22-D7-97 project (Purchase of one 23 foot battery electric Dial A Ride bus.

Person Preparing Report:	Phone #:	Email:
Elizabeth Garcia	(323) 558-1625	elgarcia@montebelloca.gov
Authorized Agent & Title Rohan Anderson, Transit Administration Manager	**Authorized Agent (signature)**	**Date:**
Contributing Sponsor (*if any*)	**Authorized Agent (signature)**	**Date:**
Contributing Sponsor (*if any*)	**Authorized Agent (signature)**	**Date:**

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION FOR HYDROGEN FUEL CELL ELECTRIC BATTERY BUSES AND TRANSIT FACILITY HVAC UPGRADE PROJECTS**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve receipt of Nine Million Nine Hundred and Eleven Thousand Four Hundred and Fifty-Three Dollars ($9,911,453) in Federal grant funds awarded by the Federal Transit Administration (FTA) for Hydrogen Fuel Cell Electric Buses (FCEBs) and Transit Facility Heating, Ventilation, and Air Conditioning (HVAC) upgrade projects; and
2. Amend the Fiscal Year 2023-24 budget to appropriate Three Million Five Hundred Ninety-Seven Thousand, Three Hundred and Seventy-Five Dollars ($3,597,375) in Account No. 270-9065-2023-202-6082 for three FCEB purchases and Six Million Three Hundred Fourteen Thousand and Seventy-Eight Dollars ($6,314,078) in Account No. 270-9065-2023-202-7115 for facility renovation projects; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On September 11, 2023, FTA awarded the City of Montebello Federal grant funding in the amount of $9,911,453 for Fuel Cell Electric Buses (FCEB) and Transit Facility HVAC upgrades, “Grant No. CA-2023-202-00” (Attachment A). Grant No. CA-2023-202-00 is categorized under FTA Section 5307 and distributed through the Bus Operators Subcommittee (BOS) of the Los Angeles County Metropolitan Transportation Authority (Metro).

In order to utilize these funds, the Fiscal Year 2023-24 budget must be amended. The budget amendment will also incorporate State and Local matches (i.e., Senate Bill 1/ State of Good Repair (SB1/SGR), Senate Bill 1/State Transit Assistance (SB1/STA), Public Transportation Modernization Improvement and Service Enhancement (PTIMSEA), and Transportation Development Act (TDA) Capital Reserve) for each project in accordance with FTA requirements.

The funding allocations for Grant No. CA-2023-202-00 for each project are as follows:

Table 1

	Section 5307			Section 5307 15%	Section 5307 Funding Total	G/L Account No.
Project	**FY2018**	**FY2019**	**FY2020**	**FY2023**		
Hydrogen Fuel Cell Electric Battery Buses	$ 1,329,802	$ 502,973	$ -	$ 1,764,600	$ 3,597,375	270-9065-2023-202-6082
Transit Center Upgrade (HVAC)	$ -	$ 4,073,376	$ 2,240,702	$ -	$ 6,314,078	270-9065-2023-202-7115
FY Allocation Total	**$ 1,329,802**	**$ 4,576,349**	**$2,240,702**	**$ 1,764,600**	**$ 9,911,453**	

The recommended action will amend the budget in the amounts noted above by increasing appropriations in the respective accounts.

BACKGROUND/DISCUSSION:

On June 14, 2023, the City Council approved Resolution No. 23-42 (Attachment B), which authorized the submission of applications to the FTA to secure funding for purchasing FCEBs and the Transit Facility's HVAC system upgrade. Subsequently, the City was awarded Grant No. CA-2023-202-00 through the FTA Urbanized Area Formula Funding Program under Title 49 U.S.C. Chapter 53 Section 5307 (49 U.S.C. 5307). The 5307 Funding is distributed annually through the BOS of Metro and has a mandate to obligate funding within five years from the date of disbursement to avert fund lapsing.

Over the past five (5) years, MBL has received the following 5307 funds:

- FY 2018 - $1,329,802
- FY 2019 - $4,576,349
- FY 2020 - $4,578,946
- FY 2021 - $4,510,751
- FY 2022 - $*5,423,813*

Funds from FY 2018, 2019, 2020, and 2023 were allocated for Grant No. CA-2023-202-00 (see Table 1 in the Fiscal Impact Statement section).

The projects associated with Grant No. CA-2023-202-00 are the bus replacement project and a facility renovation project for the replacement of HVAC system and roofing of the City's Transportation Facility.

Bus Replacement Project:
This involves the replacement of three aging hybrid buses with 40-foot FCEBs. The targeted hybrid buses, having met their minimum useful life of 12 years and/or 500,000 miles, will be retired in accordance with Federal guidelines. The new FCEBs will conform to the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements. The buses are integral to the City's mission of serving disadvantaged communities by providing transit services that are not only efficient but also adhere to the highest standards of quality, safety, and excellence. The overarching goal is to offer reliable transportation to the community, facilitating access to education, employment, and various activities across the service area and region.

Facility Renovation Project:
This project aims to overhaul the HVAC system and roofing at the City's Transportation Facility. The new HVAC system will replace an outdated, noncompliant unit installed in 1996. Since its construction in the same year, the Transportation Facility has not undergone significant renovations. As a result, the facility operates with suboptimal energy efficiency, primarily due to obsolescence of existing equipment. The project's objective is to bolster annual savings by improving energy efficiency through the integration of solar and energy-efficient equipment, concurrently reducing operational and maintenance costs due to the installation of modern equipment and associated warranties. The expected lifespan of the new equipment is projected to be 20 years.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve receipt of Nine Hundred and Eleven Thousand, Four Hundred and Fifty-Three Dollars ($9,911,453) in Federal grant funds awarded to the City of Montebello by the Federal Transit Administration (FTA) for Hydrogen Fuel Cell Electric Buses (FCEB) and Transit Facility Heating, Ventilation, and Air Conditioning (HVAC) upgrade projects; and authorize staff to amend the adopted FY 2023-24 budget to appropriate Three Million, Five Hundred Ninety-Seven Thousand, Three Hundred and Seventy-Five Dollars ($3,597,375) in Account No. 270-9065-2023-202-6082 for three FCEB purchase and Six Million Three Hundred Fourteen Thousand

and Seventy-Eight Dollars ($6,314,078) in Account No. 270-9065-2023-202-7115 for facility renovation projects; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - CA-2023-202-00
2. Attachment B - Resolution No. 23-42

NEXT STEPS:

N/A

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	CA-2023-202-00
Temporary Application Number	1657-2023-1
Award Name	FY 2018, FY 2019, FY 2020, and FY 2023 Section 5307 - Bus Replacements and Bus Facilities Renovation
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	9/11/2023	
Original Period of Performance End Date	7/31/2025	
Current Period of Performance End Date	7/31/2025	Revision #: 0

Budget Period Start Date	9/11/2023
Budget Period End Date	7/31/2025

Part 1: Recipient Information

Name: CITY OF MONTEBELLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1657	City	Montebello Bus Lines	JLK3HRGGC6T3	174479642

Location Type	Address	City	State	Zip
Headquarters	1600 W BEVERLY BLVD	MONTEBELLO	CA	90640
Physical Address	400 S TAYLOR AVE	MONTEBELLO	CA	90640
Mailing Address	1600 WEST BEVERLY BLVD.	MONTEBELLO	CA	90640

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Union Name	**Montebello Police Management Associate**

Address 1	1600 W. Beverly Blvd.
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Stephen Sharpe
Telephone	(323) 816-9434
Fax	
E-mail	ssharpe@montebelloca.gov
Website	

Union Name	**Montebello Firefighters' Association (Montebello firefighters Local 3821)**
Address 1	PO BOX 105
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Joel Bonilla
Telephone	(213) 435-7801
Fax	
E-mail	jbonilla@cityofmontebello.com
Website	

Union Name	**Montebello Fire Management Association**
Address 1	25422 Gallup Circle
Address 2	
City	Laguna Hills
State	CA
Zipcode	92653
Contact Name	Craig Barker
Telephone	(949) 303-8922
Fax	
E-mail	barker4re@yahoo.com
Website	

Union Name	**Montebello City Employees' Association**
Address 1	4401 Atlantic Ave. Suite 200
Address 2	
City	Long beach
State	CA
Zipcode	90807

Contact Name	Eric Huerta
Telephone	(323) 887-1200
Fax	
E-mail	ehuerta@montebelloca.gov
Website	
Union Name	**Montebello Supervisors' Association**
Address 1	1600 W. Beverly Boulevard
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Vanessa Padilla
Telephone	(323) 887-1200
Fax	
E-mail	vpadilla@cityofmontebello.com
Website	
Union Name	**SMART-TD**
Address 1	25213 County Road 25
Address 2	SMART-TD
City	La Junta
State	CO
Zipcode	81050
Contact Name	Justin Schrock
Telephone	(719) 469-2428
Fax	
E-mail	smart020gc@icloud.com
Website	
Union Name	**Montebello Management Professionals' Association**
Address 1	3516 Travis Ave.
Address 2	
City	Commerce
State	CA
Zipcode	90040
Contact Name	John Soria
Telephone	(323) 804-7182
Fax	
E-mail	jsoria77@yahoo.com
Website	
Union Name	**Montebello Executive Management Association**

Address 1	1600 W. Beverly Blvd.
Address 2	
City	Montebelllo
State	CA
Zipcode	90640
Contact Name	Nicholas Razo
Telephone	(323) 887-1200
Fax	(323) 887-4667
E-mail	nrazo@montebelloca.gov
Website	

Union Name	**SMART-TD**
Address 1	656 Raywood Avenue
Address 2	
City	Montebello
State	CA
Zipcode	90640
Contact Name	Cecilia Lopez
Telephone	(323) 271-2659
Fax	
E-mail	cezdiaz0004@gmail.com
Website	

Part 2: Award Information

Title: FY 2018, FY 2019, FY 2020, and FY 2023 Section 5307 - Bus Replacements and Bus Facilities Renovation

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
CA-2023-202-00	Obligated / Ready for Execution	Grant	Region 9	6/26/2023	6/26/2023	No

Award Executive Summary
This application includes Section 5307 funding allocated for Los Angeles, CA (UZA #060020) by the following apportionment years:

FY 2018 Section 5307 Los Angeles UZA (060020): $508,664
FY 2019 Section 5307 Los Angeles UZA (060020): $5,397,487
FY 2020 Section 5307 Los Angeles UZA (060020): $2,240,702
FY 2023 Section 5307 Los Angeles UZA (060020): $1,764,600
Total Section 5307 funds: $9,911,453

Overall grant funding

Total Federal Funds: $9,911,453
Total Local Match $2,477,863
Total Eligible Project Cost: $12,389,316

The City of Montebello (City) is hereby submitting this grant application in support of the following capital projects:

1) Bus Replacement
This grant applies $508,664 in FY18 Section 5307 funds and $1,324,111 in FY19 Section 5307 funds for a total of $1,832,775 in Section 5307 funds for bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

2) Facility Renovations
This grant applies $4,073,376 in FY19 Section 5307 funds and $2,240,702 in FY20 Section 5307 funds for a total of $6,314,078 in Section 5307 funds for bus facilities renovation. The grant funds the bus facilities renovation projects that include the replacement of equipment that has exceeded the expected useful life with new energy-efficient equipment that will result in substantial annual energy and maintenance savings. The projects will replace the heating, ventilation, and air conditioning (HVAC) system and roofing of the City's Transportation Facility which is within the transportation right-of-way. The new HVAC system replaces a noncompliant HVAC system that was installed in 1996.

The .75% safety expenditure requirements per FTA Section 5307 are included in the bus facility renovation project. The 1% security expenditure requirements per FTA Section 5307 are included in the bus facility renovation project.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

3) Bus Replacement
This grant applies $1,764,600 in FY23 Section 5307 funds to bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076

Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this award is to purchase three (3) replacement fuel cell electric buses (FCEBs) and provide funding for the City of Montebello bus facility renovations (i.e., roof repair, HVAC, solar panel installations, and other facility and security equipment). These three (3) Capital projects promote efficiency, improve productivity, increase performance (e.g., average vehicle range, energy-efficient equipment, etc.) and to reduce maintenance and operating expenses (e.g., salaries, utility, associated capital maintenance items, spare parts, etc.).

Activities to be performed:
Funding will be used for the purchase of three (3) replacement fuel cell electric buses (FCEBs) and the investment of bus facility renovation projects (i.e., roof repair, HVAC, solar panel installations and other facility and security equipment).

Expected outcomes:
Funds will replace three (3) hybrid buses and bus facilities equipment that met or exceeded the useful life benchmark (ULB) to maintain a state of good repair. Benefits include but are not limited to longer ULB, cost-effective maintenance, and improve efficiency and safety features.

Intended beneficiaries:
Passengers, local businesses, and disadvantaged communities, that will benefit from improved transportation services and passenger ride experience (e.g., enhanced riding comfort and air quality, reliable services, safety features, etc.) that will promote local economic growth and public safety.

Employees will benefit from enhanced efficiency and productivity (e.g., fueling time, good driving comfort, low emissions, safety features, etc.) in the bus facility.

Subrecipient Activities:
None.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	wtaing@cityofmontebello.com	Senior Management Analyst		
	deborah.suazo-davila@dot.gov	General Engineer		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$9,911,453
Local			$0
Local/In-Kind			$2,477,864
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$12,389,317**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2023-202-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$1,832,775.00	$458,194.00	$2,290,969.00	1
CA-2023-202-01-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$1,832,775.00	$458,194.00	$2,290,969.00	1
CA-2023-202-02-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$6,314,078.00	$1,578,520.00	$7,892,598.00	1
CA-2023-202-02-00	11.44.03	REHAB/ RENOVATE - ADMIN/MAINT FACILITY	$6,314,078.00	$1,578,520.00	$7,892,598.00	1
CA-2023-202-03-00	111-00 (111-A3)	BUS - ROLLING STOCK	$1,764,600.00	$441,150.00	$2,205,750.00	1
CA-2023-202-03-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$1,764,600.00	$441,150.00	$2,205,750.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CA-90-0515	CA-2023-202-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	060020	Los Angeles--Long Beach--Anaheim, CA	2018.25.90.91.2	00	Urbanized Area Formula Grants	$508,664	$508,664
CA-90-0515	CA-2023-202-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	060020	Los Angeles--Long Beach--Anaheim, CA	2019.25.90.91.2	00	Urbanized Area Formula Grants	$1,324,111	$1,324,111

CA-90-0515	CA-2023-202-02-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	060020	Los Angeles--Long Beach--Anaheim, CA	2019.25.90.91.2	00	Urbanized Area Formula Grants	$4,073,376	$4,073,376
CA-90-0515	CA-2023-202-02-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	060020	Los Angeles--Long Beach--Anaheim, CA	2020.25.90.91.2	00	Urbanized Area Formula Grants	$2,240,702	$2,240,702
CA-90-0515	CA-2023-202-03-00	BUS - ROLLING STOCK	111-00 (111)	A3	060020	Los Angeles--Long Beach--Anaheim, CA	2023.2J.90.91.2	00	Urbanized Area Formula Grants	$1,764,600	$1,764,600

Part 3: Project Information

Project Title: Bus Replacements

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2023-202-01-00	1657-2023-1-P1	6/27/2023	12/31/2023	7/31/2025

Project Description
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2018 Section 5307 (UZA #060020): $508,664
FY 2019 Section 5307 (UZA #060020): $1,324,111
Total Federal Funds: $1,832,775
Local Match (20%):
Senate Bill 1 (SB1): $458,194
Total Project Cost: $2,290,969

This grant applies $508,664 in FY18 Section 5307 funds and $1,324,111 in FY19 Section 5307 funds for a total of $1,832,775 in Section 5307 funds for bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

This activity was included in the 2023 FTIP # LA9919107, Amendment #23-11.

Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good

Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Project Benefits
These replacement buses will support the City of Montebello's (City) mission to serve its disadvantaged communities by providing efficient transit service that is committed to quality, safety, and excellence. The City's overall objective is to provide reliable transportation to the riding community by connecting passengers to stations and stops for education, employment, and other activities and opportunities in the service area and the region. The City connects passengers to many regional activity centers such as East Los Angeles College (ELAC), Metro E Line, and the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whitter, and portions of Unincorporated Los Angeles County.

Additional Information
The City intends to utilize a mobile hydrogen fueling station as a short-term solution during the initial zero-emission bus deployment. The City perceives the mobile fueling station as a practical choice that is more efficient, cost-effective, and convenient, which will facilitate the gradual shift to this advanced technology.

Location Description
The City of Montebello (City) services the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whitter, and portions of Unincorporated Los Angeles County. The City's service area is comprised of the City of Montebello proper and a .25-mile radius from any fixed route bus stop, which encompasses a population of 361,624 individuals. Services provided include eight (8) fixed route bus lines, comprising of seven (7) local routes and one (1) express route.

The City's Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles--Long Beach--Anaheim, CA

Congressional District Information

State	District	Representative
California	27	Judy Chu
California	32	Grace F Napolitano
California	38	Linda T Sanchez
California	39	Young Kim
California	40	Lucille Roybal-Allard
California	34	Jimmy Gomez

Program Plan Information

STIP/TIP
Date: 7/7/2023
Description: TIP ID LA9919107 - Bus Replacements

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,832,775
Local			$0
Local/In-Kind			$458,194
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,290,969**

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity

CA-2023-202-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$1,832,775.00	$458,194.00	$2,290,969.00	1
CA-2023-202-01-00		11.12.01	BUY REPLACEMENT 40-FT BUS	$1,832,775.00	$458,194.00	$2,290,969.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2018 Section 5307 (UZA #060020): $508,664
FY 2019 Section 5307 (UZA #060020): $1,324,111
Total Federal Funds: $1,832,775
Local Match (20%):
Senate Bill 1 (SB1): $458,194
Total Project Cost: $2,290,969

This grant applies $508,664 in FY18 Section 5307 funds and $1,324,111 in FY19 Section 5307 funds for a total of $1,832,775 in Section 5307 funds for bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

This activity was included in the 2023 FTIP # LA9919107, Amendment #23-11.

Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901

Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Fuel Cell	New	40 Foot

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,832,775
Local			$0
Local/In-Kind			$458,194
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,290,969**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	12/31/2023	The City intends to piggyback the Washington State Master Contract, a government Agreement that has been competitively bid. This contract was issued on April 1, 2021, and expires on March 31, 2026.
Contract Award Date	12/31/2023	The City intends to piggyback the Washington State Master Contract, a government Agreement that has been competitively bid. This contract was issued on April 1, 2021, and expires on March 31, 2026.
Initial Delivery Date	1/31/2024	15 month expected project timeline
Final Delivery Date	4/30/2025	

Contract Completion Date	7/31/2025

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	6/30/2023

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	1	$1,832,775.00	$2,290,969.00

Project Title: Bus Facilities Renovation

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2023-202-02-00	1657-2023-1-P2	6/28/2023	1/25/2023	3/31/2025

Project Description
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2019 Section 5307 (UZA #060020): $4,073,376
FY 2020 Section 5307 (UZA #060020): $2,240,702
Total Federal Funds: $6,314,078

Local Match (20%):
Senate Bill 1 (SB1): $1,578,520
Total Local Match: $1,578,520

Total Project Cost: $7,892,598

The project overall cost including additional local funding is $11,836,321.

This grant applies to the FY19 Section 5307 funds of $4,073,376 and FY20 Section 5307 funds of $2, 240,702 for a total of Section 5307 funds of $6,314,078 for bus facilities renovation. The grant funds the bus facilities renovation projects that include the replacement of equipment that has exceeded the expected useful life with new energy-efficient equipment that will result in substantial annual energy and maintenance savings. The projects will replace the heating, ventilation, and air conditioning (HVAC) system and roofing of the City's Transportation Facility which is within the transportation right-of-way. The new HVAC system replaces a noncompliant HVAC system that was installed in 1996.

The .75% safety expenditure requirements per FTA Section 5307 are included in the bus facility renovation project. The 1% security expenditure requirements per FTA Section 5307 are included in the bus facility renovation project.

Project Benefits
The City's Transportation Facility (Facility) has not been majorly renovated since it was built in 1996. Consequently, the Facility operates with very low energy efficiency due to facility equipment that has exceeded the expected useful life. The project objective is to increase annual savings by enhancing energy efficiency with solar and energy-saving equipment and reducing operations and maintenance expenses as a result of new equipment and warranty. The expected useful life of the new equipment is 20 years. The new HVAC system replaces a noncompliant HVAC system that was installed in 1996.

Additional Information
None provided.

Location Description
The City of Montebello (City) services the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whitter, and portions of Unincorporated Los Angeles County. The City's service area is comprised of the City of Montebello proper and a .25-mile radius from any fixed route bus stop, which encompasses a population of 361,624 individuals. Services provided include eight (8) fixed route bus lines, comprising of seven (7) local routes and one (1) express route.

The City's Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles--Long Beach--Anaheim, CA

Congressional District Information

State	District	Representative
California	27	Judy Chu
California	32	Grace F Napolitano
California	38	Linda T Sanchez
California	39	Young Kim
California	40	Lucille Roybal-Allard

California	34	Jimmy Gomez

Program Plan Information

STIP/TIP
Date: 7/7/2023
Description: TIP ID LA9919154 - Bus Facilities Renovation

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$6,314,078
Local			$0
Local/In-Kind			$1,578,520
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$7,892,598**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2023-202-02-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$6,314,078.00	$1,578,520.00	$7,892,598.00	1
CA-2023-202-02-00	11.44.03	REHAB/ RENOVATE - ADMIN/ MAINT FACILITY	$6,314,078.00	$1,578,520.00	$7,892,598.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.44.03 - REHAB/RENOVATE - ADMIN/MAINT FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	1

Extended Budget Description
PROJECT FUNDING
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2019 Section 5307 (UZA #060020): $4,073,376
FY 2020 Section 5307 (UZA #060020): $2,240,702
Total Federal Funds: $6,314,078

Local Match (20%):
Senate Bill 1 (SB1): $1,578,520
Total Local Match: $1,578,520
Total Project Cost: $7,892,598

The project overall cost including additional local funding is $11,836,321.

This grant applies to the FY19 Section 5307 funds of $4,073,376 and FY20 Section 5307 funds of $2, 240,702 for a total of Section 5307 funds of $6,314,078 for bus facilities renovation. The grant funds the bus facilities renovation projects that include the replacement of equipment that has exceeded the expected useful life with new energy-efficient equipment that will result in substantial annual energy and maintenance savings. The projects will replace the heating, ventilation, and air conditioning (HVAC) system and roofing of the City's Transportation Facility which is within the transportation right-of-way. The new HVAC system replaces a noncompliant HVAC system that was installed in 1996.

The .75% safety expenditure requirements per FTA Section 5307 are included in the bus facility renovation project. The 1% security expenditure requirements per FTA Section 5307 are included in the bus facility renovation project.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$6,314,078
Local			$0
Local/In-Kind			$1,578,520
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$7,892,598**

Milestone Name	Est. Completion Date	Description
Contract Award	1/25/2023	Contract awarded in accordance with California Government Code Section 4217.
Issue RFP	1/25/2023	Contract awarded in accordance with California Government Code Section 4217.
Start Work	1/26/2023	
Work Completion	12/31/2024	
Contract Completion	3/31/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	6/30/2023

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.03	REHAB/RENOVATE - ADMIN/MAINT FACILITY	1	$6,314,078.00	$7,892,598.00

Project Title: Bus Replacements

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2023-202-03-00	1657-2023-1-P3	8/2/2023	12/31/2023	7/31/2025

Project Description
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2023 Section 5307 (UZA #060020): $1,764,600
Total Federal Funds: $1,764,600
Local Match (20%):
Senate Bill 1 (SB1): $441,150
Total Project Cost: $2,205,750

This grant applies $1,764,600 in FY23 Section 5307 funds to bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.
Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Project Benefits
These replacement buses will support the City of Montebello’s (City) mission to serve its disadvantaged communities by providing efficient transit service that is committed to quality, safety, and excellence. The City’s overall objective is to provide reliable transportation to the riding community by connecting passengers to stations and stops for education, employment, and other activities and opportunities in the service area and the region. The City connects passengers to many regional activity centers such as East Los Angeles College (ELAC), Metro E Line, and the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whitter, and portions of Unincorporated Los Angeles County.

Additional Information
None provided.

Location Description
The City of Montebello (City) services the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whitter, and portions of Unincorporated Los Angeles County. The City's service area is comprised of the City of Montebello proper and a .25-mile radius from any fixed route bus stop, which encompasses a population of 361,624 individuals. Services provided include eight (8) fixed route bus lines, comprising of seven (7) local routes and one (1) express route.

The City's Transportation Facility is located at:

400 S Taylor Ave
Montebello, CA 90640

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California
060020	Los Angeles--Long Beach--Anaheim, CA

Congressional District Information

State	District	Representative
California	27	Judy Chu
California	32	Grace F Napolitano
California	38	Linda T Sanchez
California	39	Young Kim
California	40	Lucille Roybal-Allard
California	34	Jimmy Gomez

Program Plan Information

STIP/TIP
Date: 7/7/2023
Description: TIP ID LA9919107 - Bus Replacements

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,764,600
Local			$0
Local/In-Kind			$441,150
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$2,205,750**

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2023-202-03-00	111-00 (111-A3)	BUS - ROLLING STOCK	$1,764,600.00	$441,150.00	$2,205,750.00	1
CA-2023-202-03-00	11.12.01	BUY REPLACEMENT 40-FT BUS	$1,764,600.00	$441,150.00	$2,205,750.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.01 - BUY REPLACEMENT 40-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description
PROJECT FUNDING
Federal Funds (80%):
Federal Section 5307 (UZA #060020) (80%)
FY 2023 Section 5307 (UZA #060020): $1,764,600
Total Federal Funds: $1,764,600
Local Match (20%):
Senate Bill 1 (SB1): $441,150
Total Project Cost: $2,205,750

This grant applies $1,764,600 in FY23 Section 5307 funds to bus replacement. The combined funding

for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.
Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Fuel Cell	New	40 Foot

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$1,764,600
Local			$0
Local/In-Kind			$441,150
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment			$0
Total Eligible Cost			**$2,205,750**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	12/31/2023	The City intends to piggyback the Washington State Master Contract, a government Agreement that has been competitively bid. This contract was issued on April 1, 2021, and expires on March 31, 2026.
Contract Award Date	12/31/2023	The City intends to piggyback the Washington State Master Contract, a government Agreement that has been competitively bid. This contract was issued on April 1, 2021, and expires on March 31, 2026.
Initial Delivery Date	1/31/2024	15 month expected project timeline
Final Delivery Date	4/30/2025	
Contract Completion Date	7/31/2025	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	6/30/2023

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.01	BUY REPLACEMENT 40-FT BUS	1	$1,764,600.00	$2,205,750.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments
June 30, 2023

The City's service levels have not yet returned to pre-pandemic standards; in addition, the driver shortage is impacting transit service recovery. In response, the Fleet Inventory is under major revision to address the resulting spare ratio overage. As part of a comprehensive fleet assessment, the City identified 21 vehicles that either met or exceeded their useful life benchmark (ULB). These 21 vehicles are designated for the Contingency Fleet and will be reserved or retained for emergencies or other unforeseen and FTA-justified activities. In addition, the City is following the FTA disposition requirements for three vehicles that have greatly exceeded their ULB. The City's revised Fleet Inventory for active revenue service totals 49 vehicles. Both the revised Fleet Inventory Plan and the updated Contingency Fleet Plan documenting these changes will be uploaded to TrAMS accordingly.

Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

October 25, 2021 Notes
The Fleet Inventory has been updated; spare ratio is higher than 20% due to COVD-19 still affecting service levels.

June 30, 2020 Notes
The Fleet Inventory uploaded to TrAMS will be updated to reflect the Bus Replacement Program for FY 21 and subsequent years.

September 5, 2018 Notes
The Fleet Inventory uploaded to TrAMS shows the vehicles that will be replaced with FTA CA-90-Z085 (1 bus) and the new grant being developed (12 replacement buses).

Upon award of grant (in process 7/3/16), MBL will purchase five (5) CNG buses to replace diesel engine buses as part of MBL's Clean Fuel Bus Replacement Program. This grant will obligate 5307 funds for the replacement of the buses identified below:

Fleet Status

Bus #1
1. Bus #2501
2. Manufactured in 2005
3. VIN# - 5FYU4FY015C028442
4. Placed in Service – October 2005
5. Total Mileage - 298304
6. Removed from Revenue Service - Currently in Service
7. Condition – Good
8. Original Grant Purchased under – CA-90-Y268 & CA-90-Y378 (FTA – 80%)

Bus #2
1. Bus #2502
2. Manufactured in 2005
3. VIN# - 5FYU4FY015C028443
4. Placed in Service - October 2005
5. Total Mileage - 295785
6. Removed from Revenue Service - Currently in Service
7. Condition – Good
8. Original Grant Purchased under – CA-90-Y268 & CA-90-Y378 (FTA – 80%)

Bus #3
1. Bus #2503
2. Manufactured in 2005
3. VIN# - 5FYU4FY055C028444
4. Placed in Service - October 2005
5. Total Mileage - 297131
6. Removed from Revenue Service - Currently in Service
7. Condition – Good
8. Original Grant Purchased under – CA-90-Y268 & CA-90-Y378 (FTA – 80%)

Bus #4
1. Bus #2504
2. Manufactured in 2005
3. VIN# - 5FYU4FY075C028445
4. Placed in Service - October 2005
5. Total Mileage - 302340
6. Removed from Revenue Service - Currently in Service
7. Condition – Good
8. Original Grant Purchased under – CA-90-Y268 & CA-90-Y378 (FTA – 80%)

Bus #5
1. Bus #2505
2. Manufactured in 2005
3. VIN# - 5FYU4FY095C028446
4. Placed in Service - October 2005
5. Total Mileage - 283585
6. Removed from Revenue Service – Currently in Service
7. Condition – Good
8. Original Grant Purchased under – CA-90-Y268 & CA-90-Y378 (FTA – 80%)

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	37
	B. Spares	12
	C. Total (A+B)	49
	D. Spare Ratio (B/A)	32.43%
II.	**Inactive Fleet**	
	A. Other	21
	B. Pending Disposal	3
	C. Total (A+B)	3
III.	**Total (I.C and II.C)**	52

Part 5: FTA Review Comments

Application Review Comments

Comment By	Deborah Suazo-Davila
Comment Type	Pre-Award Manager Returns Application
Date	7/31/2023
Comment	Good day Montebello Team, Application is being returned to you with additional comments to addressed. Comments will be sent via email. Thanks Deborah

Comment By	Deborah Suazo-Davila
Comment Type	Pre-Award Manager Returns Application
Date	8/9/2023
Comment	Good Day Montebello, Your application is being returned with additional comments to be addressed from financial review. Comments will be sent via email and please address them as soon as possible. You application needs to pass financial review in order to move forward with the lapsing funds. Thanks Deborah

Application Review Comments

Comment By	Jason Ciavarella

Comment Type	Application Details
Date	8/21/2023
Comment	Transit Vehicle Manufacturers (TVM) must have an approved FTA DBE Goal prior to bidding on contract. For a current listing, see https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Recipient must ensure that all vehicles purchased are accessible and purchased from an FTA approved TVM.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF MONTEBELLO

Recipient ID: 1657

UEI: JLK3HRGGC6T3

DUNS: 174479642

Award Information

Federal Award Identification Number: CA-2023-202-00

Award Name: FY 2018, FY 2019, FY 2020, and FY 2023 Section 5307 - Bus Replacements and Bus Facilities Renovation

Award Start Date: 9/11/2023

Original Award End Date: 7/31/2025

Current Award End Date: 7/31/2025

Award Executive Summary: This application includes Section 5307 funding allocated for Los Angeles, CA (UZA #060020) by the following apportionment years:

FY 2018 Section 5307 Los Angeles UZA (060020): $508,664
FY 2019 Section 5307 Los Angeles UZA (060020): $5,397,487
FY 2020 Section 5307 Los Angeles UZA (060020): $2,240,702
FY 2023 Section 5307 Los Angeles UZA (060020): $1,764,600
Total Section 5307 funds: $9,911,453

Overall grant funding
Total Federal Funds: $9,911,453
Total Local Match $2,477,863
Total Eligible Project Cost: $12,389,316

The City of Montebello (City) is hereby submitting this grant application in support of the following capital projects:

1) Bus Replacement
This grant applies $508,664 in FY18 Section 5307 funds and $1,324,111 in FY19 Section 5307 funds for a total of $1,832,775 in Section 5307 funds for bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

2) Facility Renovations
This grant applies $4,073,376 in FY19 Section 5307 funds and $2,240,702 in FY20 Section 5307 funds for a total of $6,314,078 in Section 5307 funds for bus facilities renovation. The grant funds the bus facilities renovation projects that include the replacement of equipment that has exceeded the expected useful life with new energy-efficient equipment that will result in substantial annual energy and maintenance savings. The projects will replace the heating, ventilation, and air conditioning (HVAC) system and roofing of the City's Transportation Facility which is within the transportation right-of-way. The new HVAC system replaces a noncompliant HVAC system that was installed in 1996.

The .75% safety expenditure requirements per FTA Section 5307 are included in the bus facility renovation project. The 1% security expenditure requirements per FTA Section 5307 are included in the bus facility renovation project.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in

an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

3) Bus Replacement
This grant applies $1,764,600 in FY23 Section 5307 funds to bus replacement. The combined funding for the two (2) bus replacement projects will fund the purchase of three (3) replacement 40-foot fuel cell electric buses (FCEBs) for an overall project cost of $4,496,719. The grant funds the purchase of three (3) replacement fuel cell electric buses (FCEBs) that have an expected minimum useful life of 12 years and/or 500,000 miles. The three (3) hybrid buses that will be replaced have met their minimum useful life of 12 years and/or 500,000 miles and will be disposed of in accordance with Federal requirements. The FCEBs will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

Listed below are the three (3) buses identified to be replaced by the new FCEBs.

1) Bus # 2920
Manufactured in 2008
VIN# - 5FYU5Y139B036852
Placed in Service 2009
Total Mileage - 477,076
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

2) Bus # 2901
Manufactured in 2008
VIN# - 5FYU5KY199B036721
Placed in Service - 2009
Total Mileage - 435,520
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

3) Bus # 2904
Manufactured in 2008
VIN# - 5FYU5KY149B036724
Placed in Service - 2009
Total Mileage - 355,306
Removed from Revenue Service - Currently in Service
Condition Good
Original Grant Purchased under CA-90-Y692

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $12,389,317.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $9,911,453.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,477,864.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $9,911,453.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,477,864.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$9,911,453
Local			$0
Local/In-Kind			$2,477,864
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$12,389,317**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/11/2023
DOL Certification Date: 9/11/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Ray Tellis
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: ray.tellis@dot.gov
Award Date: 9/11/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

CITY OF MONTEBELLO

RESOLUTION NO. 23-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY'S SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307)

RECITALS

WHEREAS, the Federal Transit Administration (FTA) has the authority to award federal assistance for a transportation project; and

WHEREAS, the City of Montebello (the "City") as an "applicant," is interested in applying for FTA funding for its hydrogen fuel cell electric battery buses (FCEBs) and transit facility heating, ventilation, and air conditioning (HVAC) upgrade projects; and

WHEREAS, a grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the FTA required for the project.

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

APPROVES THE FILING OF APPLICATIONS FOR THE FTA URBANIZED AREA FORMULA FUNDING PROGRAM (49 U.S.C. 5307); AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Delegates the authority to the Director of Transportation or their designee to execute and file with its application the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreements; and

4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 14TH DAY OF JUNE 2023.

David N. Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-42 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 14th day of June 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES: Peralta, Melendez, Tamayo, Torres
NOES: None
ABSTAIN: None
ABSENT: Jimenez

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: 6/14/2023

Christopher Jimenez, City Clerk

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, 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 EXTEND PROFESSIONAL SERVICES NECESSARY FOR THE METROLINK RAIL FEEDER SHUTTLE SERVICES**

DATE: January 10, 2024

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), to extend professional services necessary for the Metrolink Rail Feeder Shuttle Services for year two of the three (3) additional one-year (1) terms authorized under the original agreement with compensation of an amount not-to-exceed Five Hundred Twenty Thousand, Five Hundred and Six Dollars ($520,506); and
2. 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 Twenty Thousand, Five Hundred and Six Dollars ($520,506**)**. Funding for the agreement amendment will be allocated from the Transportation Department's Fiscal Year 2023-24 adopted operating budget: Transit Operations expense 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 (City) entered into Agreement No. 3698 (see

Attachment A) with PCAM, LLC dba “Parking Company of America” to provide Montebello Bus Lines (MBL) with equipment, goods, and services necessary for the operation of the Metrolink Rail Feeder Shuttle Service. These services include providing transportation for commuters to and from the Montebello/Commerce Metrolink Station. Agreement No. 3698 called for a three-year initial term with an option to extend for three (3) additional, one-year terms.

On October 11th, 2023, formalized Amendment No. 1 to Agreement No. 3698 was presented to the City Council and approved for the annual amount of Five Hundred Five Thousand, Three Hundred Fifty-Nine ($505,359). However, the proposed service cost did not accurately reflect the parties' agreed upon payment schedule. During Fiscal Year 2022-23, the parties exercised their right to extend Agreement No. 3698 without formalizing the extension via a memorialized amendment. The proposed Amendment No. 1 makes a note of that first year extension and formally memorializes the parties’ right and intent to extend Agreement No. 3698 for year two of the three (3) additional one-year terms. Hence, staff is requesting the City Council’s subsequent approval for the second-year extension amount of Five Hundred Twenty Thousand, Five Hundred and Six Dollars ($520,506).

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 year two of the three (3) additional one-year (1) terms and authorize the City Manager and/or his 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

To CONTRACTOR:

PCAM, LLC dba Parking
Company of America (PCA)
3165 Garfield Ave.
Los Angeles, CA 90040
(562) 862-2118

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")

Rene Bobadilla, City Manager

Date: 10/22/19

PCAM, LLC
dba Parking Company of America.
("CONTRACTOR")

Federal Tax Identification No. 202264403

Date: 10/30/19

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT A

ATTACHMENT B

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 10th day of January 2024 ("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, during fiscal year 2022-2023, the Parties exercised their right to extend the Agreement for the first year of the three (3) additional one-year terms, however, by no fault of their own, did not memorialize the exercise of that first-year extension; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire amend the Agreement as authorized by Articles IV and XXI, and to memorialize the option to extend the Agreement for the second year of the three (3) additional one-year terms; and

WHEREAS, to exercise the option to extend the Agreement for the second year of the three (3) additional one-year terms, an amendment to the "Term" and "Compensation" (further defined below) provisions of the Agreement 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 for the second year of the three (3) additional one-year terms of the Agreement from October 10, 2023, to October 9, 2024, 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 term extension of the Agreement as set forth in Section 2 (above), for the second year of the three (3) additional one-year terms as 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 Twenty Thousand, Five-Hundred and Six Dollars ($520,506)**. 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*]

[SIGNATURE PAGE TO FOLLOW]

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

By: _____
Raul Alvarez, City Manager

("CONTRACTOR")

PCAM, LLC dba Parking Company of America, a California corporation

By: _____

Federal Tax Identification No. _____

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3326 WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3326 with Redflex Traffic Systems, Inc. DBA "Verra Mobility Systems" for Red Light Photo Enforcement Program; and
2. Authorize the City Manager to execute the Amendment to the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The monthly cost for six (6) monitored intersections is $20,000, for a total annual contract amount of $240,000. Funds for red light photo enforcement are currently budgeted in the Police Department's Fiscal Year 2023-24, Traffic, Outside Contracts account (Account No. 100-80-810-6040.10). No budget amendment is needed as part of the recommended action.

BACKGROUND/DISCUSSION:

The Montebello Police Department currently uses Redflex Traffic Systems to monitor and operate the Red-Light Photo Enforcement program at six (6) intersections throughout the City. With limited resources for traffic enforcement, intersections monitored by the red-light photo enforcement system serve as a force multiplier in dealing with red light traffic

violations and collisions. The program is managed by the Police Department by three (3) part-time police officers.

ENVIRONMENTAL:

N/A

ANALYSIS:

Redflex Traffic System has been servicing photo enforcement programs across the world for nearly twenty (20) years, making them the longest established photo enforcement service provider in North America. Redflex has partnered with over 500 communities in that time, and 24 in California, including, Culver City, Garden Grove, Oxnard, and Solana Beach. Maintaining the existing services offers both a public and economic advantage. Consistency in service delivery ensures a reliable and familiar experience for the City, contributing to overall community satisfaction and trust. Economically, continuity can lead to cost efficiencies through streamlined processes and resource optimization.

Agreement No. 3326 (Attachment B) commenced December 13, 2017 for an initial five (5) year term. Section 4.0 of the agreement allows for two (2), one-year extensions. The first of these extensions was executed on December 13, 2022. Amendment No. 2 (Attachment A) would be the second of the two, one-year extensions. Staff will work within the City's purchasing and procurement guidelines to extend these important traffic safety services beyond December 2024.

SUMMARY:

Staff is recommending that the City Council approve Amendment No. 2 (Attachment A) to Agreement No. 3326 (Attachment B) with Redflex Traffic Systems, Inc. DBA “Verra Mobility Systems” to provide red light photo enforcement services to the City of Montebello for the period ending December 13, 2024. Sufficient funding for these services is included in the adopted FY 2023-24 budget.

ATTACHMENT(S)

1. Attachment A - Redflex Amendment No. 2
2. Attachment B - Agr No. 3326 - Redflex Traffic System, INC.
3. Attachment C - Amendment No.1-Agr. No. 3326
4. Attachment D - 12.11.23- Letter Contract Extension, Montebello PD

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3326
WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"

This Amendment No. 2 to the Agreement No. 3326 ("Amendment No. 2"), is made and entered into this _____th day of _____ 20__, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Redflex Traffic Systems, Inc. dba Verra Mobility Systems ("Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Red Light Photo Enforcement Services by and between the City of Montebello and Redflex Traffic Systems, Inc. dated December 13, 2017 ("Agreement"), pursuant to which City retained Consultant to provide Red Light Photo Enforcement Services, as further described in the Agreement; and

WHEREAS, on or about December 13, 2022, the Parties extended the Agreement for an additional one (1) year term via the Amendment No. 1; and

WHEREAS, Section 4.0 of the Agreement provides that the Party may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties; and

WHEREAS, the City and Consultant desire to enter into this Amendment No. 2 to extend the Agreement term for one (1) additional year as permitted by the Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 4.0 of the Agreement [TERMS] is amended to read as follows:

"**4.0 TERMS**

The term of this Contract shall commence on the Effective Date and shall continue for a one (1) year term in effect until December 14, 2024, unless terminated at an earlier date pursuant to the provisions of this Agreement."

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement and Amendments No. 1 (collectively "Agreement"), shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO.2*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**REDFLEX TRAFFIC SYSTEMS, INC. dba Verra Mobility Systems**
_____	_____
Raul Alvarez, City Manager	

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AGREEMENT NO. 3326

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND REDFLEX TRAFFIC SYSTEMS, INC. FOR RED LIGHT PHOTO ENFORCEMENT SERVICES (RFP NO. 18-11)

Contractor:	Redflex Traffic Systems, Inc.
Responsible Principal of Contractor:	Dawn McCrory
Notice Information - Contractor:	Redflex Traffic Systems, Inc. 5651 West Talavi Boulevard, Suite 200 Glendale, AZ 85306-1893 Attention: Dawn McCrory, Proposal Manager Phone: 623-207-2230 Email: dmccrory@redflex.com

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Attention:	Andrew G. Pasmant Acting City Manager Telephone: (323) 887-1369
Commencement Date:	December 13, 2017
Termination Date:	December 13, 2022, or as extended
Consideration:	Total not to exceed $20,000 per month

This Contract is made between the City of Montebello ("City"), a California municipal corporation ("City"), and Redflex Traffic Systems, Inc., an Arizona corporation ("Contractor").

The City and Contractor (sometimes herein individually a "Party", and jointly the "Parties") agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR

City agrees to engage Contractor to perform, and Contractor agrees to perform for City, the services as hereinafter set forth.

2.0 SCOPE OF SERVICES

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals No. 18-11 dated August 3, 2017, attached hereto as Exhibit "A", and Contractor's proposal to the City ("Proposal") dated September 1, 2017, attached hereto as Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the profession in the State of California.

3.0 PERSONNEL

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

4.0 TERMS

The term of this Contract shall commence on the date first set forth above and continue for a five (5) years term with a two (2), one-year extension option, for a total contract term not to exceed seven (7) consecutive years, unless and until terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES

5.1 Contractor has established rates for the City which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the

services, the City will pay Contractor in accordance with the payment schedule and rates set forth in this Agreement.

5.2 Contractor's grand total compensation for each year during the term of this Contract, including change orders, shall not exceed **$240,000.00** without the prior written authorization of the City.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

Contractor hereby agrees and warrants to utilize, and if necessary upgrade all materials, supplies and equipment, which constitute the most up-to-date, state of the art equipment for red light enforcement services set forth in this Agreement.

6.0 PAYMENT

6.1 Contractor shall submit monthly invoices to the City for the services, authorized expenses, and authorized extra work actually performed or incurred in the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS

The Director of the Department of Finance shall have the authority to issue change orders for administrative and non-material changes to the scope of services and to the time for performance as long as the change orders do not increase the compensation due to Contractor under this Contract and as long as the time is not extended beyond

three years. The City Manager, shall have the authority to issue administrative change orders to increase the compensation due Contractor under this Contract, but the combined total amount of such change orders shall not exceed Twenty Thousand Dollars ($20,000) in any calendar year.

8.0 CITY'S RESPONSIBILITY

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer disks, memory disk/card and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may

make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. A parties' waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City, which approval may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, experts' fees, and expenses incurred in addition to any other relief to which such party may be entitled.

9.10 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.11 ENTIRE AGREEMENT. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.12 WRITTEN AGREEMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized

representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.13 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.14 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.15 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Montebello and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.16 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.17 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.18 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.19 INDEMNITY.

9.19.1 Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Sub-consultants (or any City or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

9.19.2 Indemnity for other than professional liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agent for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

9.20 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, at its own expense, the following types and minimum insurance coverage:

9.20.1 Commercial General Liability Insurance in an amount no less than $1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City and it respective officers, agents, and employees as additional insured. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.2 Business Automobile Liability Insurance in an amount no less than $1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned autos.

9.20.3 Workers' Compensation Insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of $1,000,000 per claim. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City and its officers, agents, and employees. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.4 Professional Errors & Omissions Insurance with a minimum of $2,000,000 limit per claim.

9.20.5 Crime/Employee Dishonesty Coverage of $1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the City.

9.20.6 Proof of insurance Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

9.20.7 City's rights of enforcement In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

9.20.8 Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

9.20.9 Contractor's Insurance Shall be primary with regards to any claim for damages arising out of the work performed under this Contract. The City, its officers, agents, and employees shall be named as additional insured's under the Commercial General Liability policy. The insurer shall provide 30 days written notice via a special endorsement to the City regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City for review and approval prior to execution of the Contract.

9.21 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Montebello or any other City department is not adequate notice.

If to the City:

1600 W. Beverly Blvd.
Montebello, CA 90640
Attention: City Manager
Telephone: (323) 887-1369

If to the Contractor:

Redflex Traffic Systems, Inc.
5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1893
Attention: Dawn McCrory, Proposal Manager
Email: dmccrory@redflex.com

Any such notice shall be deemed to have been given upon delivery, if personally delivered, emailed to the Email addresses listed above, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.22 TERMINATION FOR CONVENIENCE. City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.23 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.24 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is

receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Montebello. If not, the Contractor shall, upon request, promptly deliver the records to the City of Montebello or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Montebello, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.25 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Montebello, or a member of any of its boards, commissions or committees, except to the extent permitted by law. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

9.26 CONFIDENTIALITY OF INFORMATION. All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the Contractor and the City are confidential and not to be disclosed to any person except as authorized by the City, the Contractor, or as required by law. Contractor shall have the responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

9.27 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Montebello, a California general law city and California municipal corporation

By: _____

Name: Andrew Ca. Ramirez

Acting City Manager

ATTEST:

_____

Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman, City Attorney

REDFLEX TRAFFIC SYSTEMS, INC., an Arizona corporation

By: _____

Name: Michael Finn

Title: Vice President

By: _____

Name: Shannon Thompson

Title: Legal Affairs Coordinator

Bid Detail

Bid Information

Project Title	Photo Red Light Enforcement Services for the City of Montebello
Invitation No.	18-11
Bid Posting Date	August 3, 2017 10:48 AM (Pacific)
Project Stage	Closed
Bid Due Date	September 1, 2017 5:00 PM (Pacific)
Response Format	Electronic only
Link to Project on Public Site	https://www.planetbids.com/portal/portal.cfm?CompanyID=33072&BidID=38267
Reference ID	18-11
Project Type	RFP (Request For Proposal)
Response Types	Response File
Type of Award	Lump Sum
Categories	443130 - Camera and Photographic Supplies Stores 561990 - All Other Support Services 900001 - Cybersecurity
License Requirements	
Department	Police
Address	1600 W Beverly Blvd , Montebello, California
County	Los Angeles
Bid Valid	
Liquidated Damages	
Target Bid Amount	$0.00
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	Yes
Cooperative Bid	No
Piggy-backable	No
eBid Notes	
Preferences	
Restriction Type	None
Restricted To	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Cutoff Date	August 15, 2017 5:00 PM (Pacific)

Contact Information

Contact Info	Danilo Batson - 323-887-1200 dbatson@cityofmontebello.com
Bids to	
Owner's Agent	

Description

Scope of Services	Provide all labor, equipment, materials, software and incidentals for the monitoring and enforcement for the implementation the City's Red Light Photo Enforcement Program at 6 intersections, with 8 approaches, and as detailed in the City of Montebello's Request for Proposals No. 18-11
Other Details	
Notes	
Local Programs & Policies	

Bid Detail

Special Notices Please do not email directly.
Please Direct all questions to the Q&A section.
Vendors MUST BE a registered on PlanetBids. Vendor must be a prospective bidder for this RFP in order to submit a valid bid.
City Hall Business hours are Monday - Thursday 7:30 am-5:30 pm (excluding holidays)

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
RFP 18-11	RFP 18-11 Red Light Photo Enforcement Services.pdf	151.6 kb	On Server	08/03/2017	No

Download File Fee $0.00

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/07/2017 10:15 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can you please provide a copy of the existing Red Light Camera Enforcement contract with any associated amendments and pricing exhibits?	See attachments in addendum 2	08/24/2017 12:37 PM (Pacific)	1.1
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/11/2017 11:45 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can the City provide a report on events, violations, issuance and payment rates over the last 12 months?	See attachments in addendum 2. Also, the total number of incidents captured at all intersections for 2016 was 24,420, for which 16,134 were available for prosecution.	08/24/2017 12:37 PM (Pacific)	1.2
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/14/2017 10:29 AM (Pacific)	Is the City supplying the power to the poles? Is that power metered and who bears the cost of the power?	The provisions of all necessary electrical services to the Designated Intersection Approaches will be sole responsibility of the Customer (City).	08/24/2017 12:37 PM (Pacific)	1.3
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:01 AM (Pacific)	Does the City intend to continue enforcing the same 8 approaches at the same 6 intersections?	The City intends on continuing enforcing the same 8 approaches at the same 6 intersections. However, the City reserves the right, in its sole discretion with adequate prior notice to the Vendor, to increase the number of intersections included in the Program. These approaches will be analyzed in cooperation with the Vendor.	08/24/2017 12:37 PM (Pacific)	1.4
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:02 AM (Pacific)	Does the City or the current red light vendor own the above ground infrastructure?	The current vendor owns the above ground and below ground infrastructure.	08/24/2017 12:37 PM (Pacific)	1.5
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:03 AM (Pacific)	May the new vendor utilize any of the existing red light camera equipment or infrastructure either above ground or below ground?	The current vendor owns the above and below ground infrastructure. Pursuant to the current agreement the current vendor will be responsible for the removal of any and all equipment the vendor installed.	08/24/2017 12:37 PM (Pacific)	1.6
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:04 AM (Pacific)	Section 5-5.2 (e) and (f) require reporting on total citation paid and total revenue collected. Will the City and or Court be providing this information to the vendor?	The Court will provide total revenue collected.	08/24/2017 12:37 PM (Pacific)	1.7
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:05 AM (Pacific)	Will the City accept a double sided letter of interest? Will the City accept smaller font in graphics than 11 point font?	In order to accommodate this request, Section 6-2.2 of the Request for Proposals have been modified as followed: 6-2.2 Letter of Interest. Highlight the primary features of the Vendor's proposal. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP. The Letter of Interest (LOI) shall not exceed thirty (30) letter sized pages. Type font should not be less than the 11-point used in this document. Additional supporting materials relevant to this request may be provided in clearly marked appendices and on any font size.	08/24/2017 12:37 PM (Pacific)	1.8
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 8:19 AM (Pacific)	Will the City consider extending the due date of the RFP by another week or two? With only 22 calendar days and just 17 business days to respond, the turnaround time is very short.	Per Addendum #1 the due date has been extended.	08/24/2017 12:37 PM (Pacific)	1.9

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
	08/24/2017 4:23 PM (Pacific)	Section 5-3.1, L.- Does the City anticipate conducting maintenance on the photo enforcement systems? Or does the City want to oversee any maintenance performed on the photo enforcement systems? -Redflex Traffic Systems, Inc.	The City will want to oversee any maintenance performed but the City will not be performing the maintenance.	08/24/2017 4:23 PM (Pacific)	2.1
	08/24/2017 4:23 PM (Pacific)	Section 5-2.17 - Does the City want the photo enforcement systems set up and configured the same as they currently are or is the City looking for a new configuration of photo enforcement systems? -Redflex Traffic Systems, Inc	The configuration must be able to capture the front and rear of the violator vehicle and the driver's face which is the current configuration.	08/24/2017 4:23 PM (Pacific)	2.2

Addenda

Addendum - Released

Addendum Num	1
Addendum Date	08/22/2017
Release Date	08/22/2017
Title	Addendum #1
Description	Extension of Due Date to September 1, 2017 at 5:00pm

Attachments

File Title	File Name	Status
Addendum 1	RFP 18-11 Addendum No 1.pdf	On Server

Addendum - Recalled

Addendum Num	2
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Addendum #2
Description	Answered questions and informational attachment.

Attachments

File Title	File Name	Status
Addendum 2 w/ attachment	RFP 18-11 Addendum 2 with attachment.pdf	On Server

Addendum - Released

Addendum Num	3
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Q and A Set 1
Description	Q and A Set 1 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num	2
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Addendum #2
Description	Addendum #2 with attachments.

Attachments

File Title	File Name	Status
Addendum #2	RFP 18-11 Addendum No 2.pdf	On Server
Attachment 1	Attachment 1.pdf	On Server
Attachment 2	Attachment 2.pdf	On Server

Addenda

Addendum - Released

Addendum Num	4
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Q and A Set 2
Description	Q and A Set 2 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num	5
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Bid Information Updated
Description	Disclaimers included under special notices in the Bid Information tab concerning: Office Hours Vendor Registration Q&A

Attachments

No Attachments

Bid Results

Bidder Details

Vendor Name	Redflex Traffic Systems, Inc.
Address	5651 West Talavi Boulevard Suite 200 Glendale, AZ 85306-1893 United States
Respondee	Dawn McCrory
Respondee Title	Proposal Manager
Phone	623-207-2230 Ext.
Email	dmccrory@redflex.com
Vendor Type	

Bid Detail

Bid Format	Electronic
Submitted	September 1, 2017 9:02:43 AM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	115037
Ranking	0
Amount	$0.00

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Redflex's Proposal for RFP No. 18-11	RedflexProposalforMontebelloCA RFPNo1811forPhotoRedLightEnforcementServices.pdf	Response File

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City of Montebello

Received 3/6/18

January 25, 2018

Dawn McCrory
Redflex Traffic Systems, Inc.
5651 West Talavi Blvd., Suite 200
Glendale, AZ 85306-1893

Dear Ms. McCrory:

Please find attached a Agreement No. 3326 recently approved by our City Council. Please sign the agreement, make a copy for your file and return the original to the City Clerk's Office, City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640.

Please do not hesitate to contact me directly should you have any questions at (323) 887-1367.

Sincerely,

Lillian Guzman

Lillian Guzman
Deputy City Clerk

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3326
BETWEEN THE CITY OF MONTEBELLO, CALIFORNIA AND REDFLEX TRAFFIC SYSTEMS, INC. D/B/A "VERRA MOBILITY SYSTEMS"

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 13th day of December 2022, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Redflex Traffic Systems, Inc. (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Red Light Photo Enforcement Services by and between the City of Montebello and Redflex Traffic System Inc., dated December 13, 2017 ("Agreement"), pursuant to which City retained Consultant to provide Red Light Photo Enforcement Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. The City and Consultant desire to extend the Agreement for one (1) year allowable under the Agreement; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1 as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 4.0 of the Agreement [TERMS] is amended to read as follows:

[The term of this Agreement shall commence on the Effective Date and shall continue for a one (1) year term in effect until December 14, 2023, with one (1), one-year extension option, for a total Agreement term not to exceed seven (7) consecutive years, unless and until terminated at an earlier date pursuance to the provisions of this Agreement.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY')

CITY OF MONTEBELLO

Rene Bobadilla, City Manager

("CONSULTANT')

REDFLEX TRAFFIC SYSTEMS, INC.

Jon Baldwin, Executive Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A - Agreement No. 3326

EXHIBIT A

AGREEMENT NO. 3326

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND REDFLEX TRAFFIC SYSTEMS, INC. FOR RED LIGHT PHOTO ENFORCEMENT SERVICES (RFP NO. 18-11)

Contractor:	Redflex Traffic Systems, Inc.
Responsible Principal of Contractor:	L n Mc ory
Notice Information - Contractor:	R x Tra ic Syste ns, Inc.
	565 est T lavi Boulevard, Suite 200
	Glendale, AZ 85306-1893
	Attention: Dawn McCrory, Proposal Manager
	Phone: 623-207-2230
	Email: dmccrory@redflex.com

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Attention:	Andrew G. Pasmant
	Acting City Manager
	Telephone: (323) 887-1369
Commencement Date:	December 13, 2017
Termination Date:	December 13, 2022, or as extended
Consideration:	Total not to exceed $20,000 per month

This Contract is made between the City of Montebello ("City"), a California municipal corporation ("City"), and Redflex Traffic Systems, Inc., an Arizona corporation ("Contractor").

The City and Contractor (sometimes herein individually a "Party", and jointly the "Parties") agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR

City agrees to engage Contractor to perform, and Contractor agrees to perform for City, the services as hereinafter set forth.

2.0 SCOPE OF SERVICES

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals No. 18-11 dated August 3, 2017, attached hereto as Exhibit "A", and Contractor's proposal to the City ("Proposal") dated September 1, 2017, attached hereto as Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the profession in the State of California.

3.0 PERSONNEL

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

4.0 TERMS

The term of this Contract shall commence on the date first set forth above and continue for a five (5) years term with a two (2), one-year extension option, for a total contract term not to exceed seven (7) consecutive years, unless and until terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES

5.1 Contractor has established rates for the City which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the

services, the City will pay Contractor in accordance with the payment schedule and rates set forth in this Agreement.

5.2 Contractor's grand total compensation for each year during the term of this Contract, including change orders, shall not exceed **$240,000.00** without the prior written authorization of the City.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

Contractor hereby agrees and warrants to utilize, and if necessary upgrade all materials, supplies and equipment, which constitute the most up-to-date, state of the art equipment for red light enforcement services set forth in this Agreement.

6.0 PAYMENT

6.1 Contractor shall submit monthly invoices to the City for the services, authorized expenses, and authorized extra work actually performed or incurred in the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS

The Director of the Department of Finance shall have the authority to issue change orders for administrative and non-material changes to the scope of services and to the time for performance as long as the change orders do not increase the compensation due to Contractor under this Contract and as long as the time is not extended beyond

three years. The City Manager, shall have the authority to issue administrative change orders to increase the compensation due Contractor under this Contract, but the combined total amount of such change orders shall not exceed Twenty Thousand Dollars ($20,000) in any calendar year.

8.0 CITY'S RESPONSIBILITY

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer disks, memory disk/card and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may

make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. A parties' waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City, which approval may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies.

9.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, experts' fees, and expenses incurred in addition to any other relief to which such party may be entitled.

9.10 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.11 ENTIRE AGREEMENT. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.12 WRITTEN AGREEMENT. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized

representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.13 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.14 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

9.15 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Montebello and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.16 DUPLICATE ORIGINALS. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.17 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term and provision hereof.

9.18 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.19 INDEMNITY.

9.19.1 Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Sub-consultants (or any City or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

9.19.2 Indemnity for other than professional liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agent for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

9.20 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, at its own expense, the following types and minimum insurance coverage:

9.20.1 Commercial General Liability Insurance in an amount no less than $1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the City and it respective officers, agents, and employees as additional insured. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.2 Business Automobile Liability Insurance in an amount no less than $1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned autos.

9.20.3 Workers' Compensation Insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of $1,000,000 per claim. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the City and its officers, agents, and employees. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

9.20.4 Professional Errors & Omissions Insurance with a minimum of $2,000,000 limit per claim.

9.20.5 Crime/Employee Dishonesty Coverage of $1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the City.

9.20.6 Proof of insurance Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

9.20.7 City's rights of enforcement In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

9.20.8 Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

9.20.9 Contractor's Insurance Shall be primary with regards to any claim for damages arising out of the work performed under this Contract. The City, its officers, agents, and employees shall be named as additional insured's under the Commercial General Liability policy. The insurer shall provide 30 days written notice via a special endorsement to the City regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the City for review and approval prior to execution of the Contract.

9.21 NOTICES. Any notice or demand to be given by one party to the other be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Montebello or any other City department is not adequate notice.

If to the City:

1600 W. Beverly Blvd.
Montebello, CA 90640
Attention: City Manager
Telephone: (323) 887-1369

If to the Contractor:

Redflex Traffic Systems, Inc.
5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1893
Attention: Dawn McCrory, Proposal Manager
Email: dmccrory@redflex.com

Any such notice shall be deemed to have been given upon delivery, if personally delivered, emailed to the Email addresses listed above, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.22 TERMINATION FOR CONVENIENCE. City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.23 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.24 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is

receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Montebello. If not, the Contractor shall, upon request, promptly deliver the records to the City of Montebello or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Montebello, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

9.25 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Montebello, or a member of any of its boards, commissions or committees, except to the extent permitted by law. Contractor shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Contract.

9.26 CONFIDENTIALITY OF INFORMATION. All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the Contractor and the City are confidential and not to be disclosed to any person except as authorized by the City, the Contractor, or as required by law. Contractor shall have the responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

9.27 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Montebello, a California general law city and California municipal corporation

By: _____

Name: Andrew Ca. Paramo

Acting City Manager

ATTEST:

_____

Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman, City Attorney

REDFLEX TRAFFIC SYSTEMS, INC., an Arizona corporation

By: _____

Name: Michael Finn

Title: Vice President

By: _____

Name: Shannon Thompson

Title: Legal Affairs Coordinator

Bid Detail

Bid Information

Project Title	Photo Red Light Enforcement Services for the City of Montebello
Invitation No.	18-11
Bid Posting Date	August 3, 2017 10:48 AM (Pacific)
Project Stage	Closed
Bid Due Date	September 1, 2017 5:00 PM (Pacific)
Response Format	Electronic only
Link to Project on Public Site	https://www.planetbids.com/portal/portal.cfm?CompanyID=33072&BidID=38267
Reference ID	18-11
Project Type	RFP (Request For Proposal)
Response Types	Response File
Type of Award	Lump Sum
Categories	443130 - Camera and Photographic Supplies Stores 561990 - All Other Support Services 900001 - Cybersecurity
License Requirements	
Department	Police
Address	1600 W Beverly Blvd , Montebello, California
County	Los Angeles
Bid Valid	
Liquidated Damages	
Target Bid Amount	$0.00
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	Yes
Cooperative Bid	No
Piggy-backable	No
eBid Notes	
Preferences	
Restriction Type	None
Restricted To	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Cutoff Date	August 16, 2017 5:00 PM (Pacific)

Contact Information

Contact Info	Danilo Batson - 323-887-1200 dbatson@cityofmontebello.com
Bids to	
Owner's Agent	

Description

Scope of Services	Provide all labor, equipment, materials, software and incidentals for the monitoring and enforcement for the implementation the City's Red Light Photo Enforcement Program at 6 intersections, with 8 approaches, and as detailed in the City of Montebello's Request for Proposals No. 18-11
Other Details	
Notes	
Local Programs & Policies	

Bid Detail

Special Notices Please do not email directly.
Please Direct all questions to the Q&A section.
Vendors MUST BE a registered on PlanetBids. Vendor must be a prospective bidder for this RFP in order to submit a valid bid.
City Hall Business hours are Monday - Thursday 7:30 am-5:30 pm (excluding holidays)

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
RFP 18-11	RFP 18-11 Red Light Photo Enforcement Services.pdf	151.6 kb	On Server	08/03/2017	No

Download File Fee $0.00

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/07/2017 10:15 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can you please provide a copy of the existing Red Light Camera Enforcement contract with any associated amendments and pricing exhibits?	See attachments in addendum 2	08/24/2017 12:37 PM (Pacific)	1.1
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/11/2017 11:45 AM (Pacific)	PHOTO RED LIGHT CAMERA ENFORCEMENT SERVICES: Can the City provide a report on events, violations, issuance and payment rates over the last 12 months?	See attachments in addendum 2. Also, the total number of incidents captured at all intersections for 2016 was 24,420, for which 16,134 were available for prosecution.	08/24/2017 12:37 PM (Pacific)	1.2
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/14/2017 10:29 AM (Pacific)	Is the City supplying the power to the poles? Is that power metered and who bears the cost of the power?	The provisions of all necessary electrical services to the Designated Intersection Approaches will be sole responsibility of the Customer (City).	08/24/2017 12:37 PM (Pacific)	1.3
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:01 AM (Pacific)	Does the City intend to continue enforcing the same 8 approaches at the same 6 intersections?	The City intends on continuing enforcing the same 8 approaches at the same 6 intersections. However, the City reserves the right, in its sole discretion with adequate prior notice to the Vendor, to increase the number of intersections included in the Program. These approaches will be analyzed in cooperation with the Vendor.	08/24/2017 12:37 PM (Pacific)	1.4
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:02 AM (Pacific)	Does the City or the current red light vendor own the above ground infrastructure?	The current vendor owns the above ground and below ground infrastructure.	08/24/2017 12:37 PM (Pacific)	1.5
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:03 AM (Pacific)	May the new vendor utilize any of the existing red light camera equipment or infrastructure either above ground or below ground?	The current vendor owns the above and below ground infrastructure. Pursuant to the current agreement the current vendor will be responsible for the removal of any and all equipment the vendor installed.	08/24/2017 12:37 PM (Pacific)	1.6
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:04 AM (Pacific)	Section 5-5.2 (e) and (f) require reporting on total citation paid and total revenue collected. Will the City and or Court be providing this information to the vendor?	The Court will provide total revenue collected.	08/24/2017 12:37 PM (Pacific)	1.7
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 7:05 AM (Pacific)	Will the City accept a double sided letter of interest? Will the City accept smaller font in graphics than 11 point font?	In order to accommodate this request, Section 6-2.2 of the Request for Proposals have been modified as followed: 6-2.2 Letter of Interest. Highlight the primary features of the Vendor's proposal. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP. The Letter of Interest (LOI) shall not exceed thirty (30) letter sized pages. Type font should not be less than the 11-point used in this document. Additional supporting materials relevant to this request may be provided in clearly marked appendices and on any font size.	08/24/2017 12:37 PM (Pacific)	1.8
CONDUENT STATE & LOCAL SOLUTIONS, INC	08/15/2017 8:19 AM (Pacific)	Will the City consider extending the due date of the RFP by another week or two? With only 22 calendar days and just 17 business days to respond, the turnaround time is very short.	Per Addendum #1 the due date has been extended.	08/24/2017 12:37 PM (Pacific)	1.9

City of Montebello

Photo Red Light Enforcement Services for the City of Montebello (18-11), bidding on September 1, 2017 5:00 PM (Pacific)

Printed 10/23/2017

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
	08/24/2017 4:23 PM (Pacific)	Section 5-3.1, L.- Does the City anticipate conducting maintenance on the photo enforcement systems? Or does the City want to oversee any maintenance performed on the photo enforcement systems? -Redflex Traffic Systems, Inc.	The City will want to oversee any maintenance performed but the City will not be performing the maintenance.	08/24/2017 4:23 PM (Pacific)	2.1
	08/24/2017 4:23 PM (Pacific)	Section 5-2.17 - Does the City want the photo enforcement systems set up and configured the same as they currently are or is the City looking for a new configuration of photo enforcement systems? -Redflex Traffic Systems, Inc	The configuration must be able to capture the front and rear of the violator vehicle and the driver's face which is the current configuration.	08/24/2017 4:23 PM (Pacific)	2.2

Addenda

Addendum - Released

Addendum Num 1
Addendum Date 08/22/2017
Release Date 08/22/2017
Title Addendum #1
Description Extension of Due Date to September 1, 2017 at 5:00pm

Attachments

File Title	File Name	Status
Addendum 1	RFP 18-11 Addendum No 1.pdf	On Server

Addendum - Recalled

Addendum Num 2
Addendum Date 08/24/2017
Release Date 08/24/2017
Title Addendum #2
Description Answered questions and informational attachment.

Attachments

File Title	File Name	Status
Addendum 2 w/ attachment	RFP 18-11 Addendum 2 with attachment.pdf	On Server

Addendum - Released

Addendum Num 3
Addendum Date 08/24/2017
Release Date 08/24/2017
Title Q and A Set 1
Description Q and A Set 1 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num 2
Addendum Date 08/24/2017
Release Date 08/24/2017
Title Addendum #2
Description Addendum #2 with attachments.

Attachments

File Title	File Name	Status
Addendum #2	RFP 18-11 Addendum No 2.pdf	On Server
Attachment 1	Attachment 1.pdf	On Server
Attachment 2	Attachment 2.pdf	On Server

Addenda

Addendum - Released

Addendum Num	4
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Q and A Set 2
Description	Q and A Set 2 has been released for this project.

Attachments

No Attachments

Addendum - Released

Addendum Num	5
Addendum Date	08/24/2017
Release Date	08/24/2017
Title	Bid Information Updated
Description	Disclaimers included under special notices in the Bid Information tab concerning: Office Hours Vendor Registration Q&A

Attachments

No Attachments

Bid Results

Bidder Details

Vendor Name	Redflex Traffic Systems, Inc.
Address	5651 West Talavi Boulevard Suite 200 Glendale, AZ 85306-1893 United States
Respondee	Dawn McCrory
Respondee Title	Proposal Manager
Phone	623-207-2230 Ext.
Email	dmccrory@redflex.com
Vendor Type	

Bid Detail

Bid Format	Electronic
Submitted	September 1, 2017 9:02:43 AM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	115037
Ranking	0
Amount	$0.00

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Redflex's Proposal for RFP No. 18-11	RedflexProposalforMontebelloCA RFPNo1811forPhotoRedLightEnforcementServices.pdf	Response File

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

MONTEBELLO POLICE DEPARTMENT

Chief Paul M. Espinosa

[VIA E-MAIL AND US MAIL]

December 11, 2023

Redflex Group – Verra Mobility
Attn: Jason Corona
1150 N. Alma School Road
Mesa, AZ 85201
(424) 542-9800
Jason.Corona@VerraMobility.com

Re: Extension of Agreement No. 3326 – Professional Services Agreement Between the City of Montebello and Redflex Traffic Systems, Inc. for Red Light Photo Enforcement Services ("Agreement")

Dear Mr. Corona:

Please let this serve as a notification of our desire to extend our existing Agreement for an additional one (1) year period, in accordance with Section 4.0 of the Agreement entered into on December 13, 2017, and amended by Amendment No. 1 to Professional Services Agreement No. 3326 Between the City of Montebello, California and Redflex Traffic Systems, Inc. DBA Verra Mobility Systems ("Amendment No. 1") executed on December 13, 2022. This extension will extend the Agreement to December 13, 2024.

Respectfully,

Chief Paul Espinosa

Montebello Police Department

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: **AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS FOR ALL PROGRAMS FOR WHICH THE CITY OF MONTEBELLO IS ELIGIBLE AND APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 2202 WITH MCA CONSULTANTS**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-03 (Attachment A) Authorizing Submittal of Individual Grant Applications for All Programs for which the City of Montebello is Eligible; and
2. Approve Amendment No. 2 (Attachment B) to Agreement No. 2202 with MCA Consultants for the implementation and monitoring of the SB 1383 Grant Program; and
3. Authorize the City Manager to execute Amendment No. 2 on behalf of the City; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $90,000 in (Expenditure) Account No. 265-3020-6040.10 (Grants, SB 1383, Contract Services Outside Contracts) and $90,000 in (Revenue) Account No. 265-99-498.87 (Grants, SB 1383 Org Waste); and,
5. Authorize to increase Solid Waste Program Management Services with MCA Consultants in the amount not-to-exceed $195,000; and
6. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The annual cost of Solid Waste Program Management services is divided between four different accounts: 100-30-730-6040.95 (General Fund, Public Works, AB 939); 265-3000-6040.10 (Grants, Used Oil Payment Program (OPP), Contract Services Outside

Contracts); 265-3010-6040.10 (Grants, CA Beverage Container Recycling, Contract Services Outside Contracts); and 265-3020-6040.10 (Grants, SB 1383, Contract Services Outside Contracts, for a total annual contract amount of $195,000:

- $75,000 Solid Waste and Recycling
- $15,000 Used Oil & Oil Payment Programs
- $15,000 Beverage Container Grant
- $90,000 SB 1383 Grant Programs

Appropriations exist in the Fiscal Year 2023-24 budget for these programs, except for the newly implemented SB 1383 grant program. Therefore, the Fiscal Year 2023-2024 budget needs to be amended by increasing appropriation by $90,000 in Account No. 265-3020-6040.10 (Grants, SB1383, Contract Services Outside Contracts) to utilize these funds for program management of SB 1383 requirements, as well as Account No. 265-99-4198.87 (Grants, SB 1383 Org Waste) to recognize the grant revenue received.

The City receives revenue from both the Used Oil Payment Program and the CA Beverage Container Recycling from the State of California. This revenue can be utilized for services related to ensuring the proper recycling of used oil as well as promoting general recycling in the community.

On June 15, 2022, the City received funds from CalRecycle for $89,694 as funding from the SB 1383 Grant application submitted on February 1, 2022. The SB 1383 Grant is new funding the City has received for the diversion of organic waste and edible food from landfill disposal. MCA Consultants provides guidance in these areas and ensures the City is meeting the various State requirements when complying with solid waste diversion, oil recycling, organic food recycling, edible food waste, and general recycling. This SB 1383 grant funding will be utilized to pay for services provided by MCA Consultants.

BACKGROUND/DISCUSSION:

On January 26, 2005, the City Council entered into an agreement with MCA Consultants for solid waste and recycling management and monitoring services. The agreement was for an initial period of three years and could be renewed thereafter provided that the terms and conditions remained the same or as mutually agreed upon by the parties. MCA Consultants continues to provide services under this agreement and has provided excellent technical consultation to the City, ensuring compliance in an ever-changing regulatory landscape. MCA Consultants also has a wealth of institutional knowledge of the City's solid waste programs and service providers, including their historical performance.

Amendment No. 1 extended MCA's agreement until June 30, 2024, at the current annual fee of $75,000 for solid waste and recycling, in addition to the two grants at $15,000 each for the Used Oil Payment Program and CA Beverage Container Recycling. MCA's technical expertise has been critical during the implementation of SB 1383. Therefore, Staff is recommending an amendment to the existing contract (Amendment No. 2,

Attachment B) to expand the scope of work to include SB 1383 management services, as well as increase the total not-to-exceeed contract amount of $195,000 (an additional $90,000 for SB 1383 specific services).

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal fifty percent by 2020 and seventy-five percent by 2025. The Department of Resources Recycling and Recovery (CalRecycle) is administering a grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016 and SB 170 Budget Act of 2021. This non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

The full submission of the SB 1383 grant application requires that the City adopts the attached Resolution No. 24-03 (Attachment A). This resolution was drafted using CalRecycle's template and is pre-approved for application submittal.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 24-03 (Attachment A) Authorizing Submission of Grant Application for All Eligible Programs and approve Amendment No. 2 (Attachment B) to Agreement No. 2022 with MCA Consultants, and amend the Fiscal Year 2023-24 budget by increasing appropriations by $90,000 in (Expenditure) Account No. 265-3020-6040.10 (Grants, SB 1383, Contract Services Outside Contracts) and $90,000 in (Revenue) Account No. 265-99-498.87 (Grants, SB 1383 Org Waste).

ATTACHMENT(S)

1. Attachment A – Resolution No. 24–03 – Grant Payment Individual Jurisdiction
2. Attachment B – Amendment No. 2 to Agreement No. 2202
3. Attachment C – Amendment No. 1 to Agreement No. 2202
4. Attachment D – Agreement No. 2202

NEXT STEPS:

N/A

ATTACHMENT A

RESOLUTION NO. 24-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL PROGRAMS FOR WHICH THE CITY OF MONTEBELLO IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

SECTION 1. The City Council hereby authorizes the submittal of applications to CalRecycle for any and all GRANTS FOR WHICH The City of Montebello is eligible; and

SECTION 2. That the Public Works Director, or his/her designee, is hereby authorized and empowered to execute in the name of The City of Montebello all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

SECTION 3. That this authorization is effective for a period of five years from the date of adoption by the Signature Authority or this governing body.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution.

[Signatures on the following page]

APPROVED AND ADOPTED THIS 10TH DAY OF JANUARY 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-03 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 10th day of January 2024 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

ATTACHMENT B

CITY OF MONTEBELLO

AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT NO. 2202 WITH MCA CONSULTANTS FOR THE DEVELOPMENT, IMPLEMENTATION, AND MONITORING OF THE SB 1383 GRANT PROGRAM

This Amendment No. 2 to Agreement No. 2202 (“Amendment No. 2”) is made and entered into this 10th day of January 2024 ("Effective Date"), by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the “CITY”) and MCA Consultants, (hereinafter referred to as the “CONSULTANT”). The CITY and the CONSULTANT are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

WHEREAS, CITY and CONSULTANT are Parties to Contract Agreement No. 2202 to provide Solid Waste Program Management Services by and between the City of Montebello and MCA Consultants, dated January 26, 2005 (the **"Agreement"),** pursuant to which City retained Consultant to provide Solid Waste Program Management Services in the CITY, as further described in the Agreement;

WHEREAS, the Parties entered into Amendment No. 1 in November of 2021 as authorized by the Agreement; and

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to amend the agreement No.1 for the development, implementation, and monitoring of the new SB 1383 funding the City received for the collection, processing, and recycling of organic waste, food scraps, from commercial, industrial, and multi-family locations within the City.

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. TERM. Through this Amendment No. 2, the Parties hereto agree to the

term of Amendment No. 1 from November 10, 2021, to June 30, 2024.

SECTION 3. AMENDMENT TO THE SCOPE OF WORK. Through this **Amendment No. 2**, the Parties hereto agree to amend the scope of work to the Agreement. The Revised Scope of Work is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 4. AMENDEMENT TO COMPENSATION. Through this Amendment No. 2, the Parties hereto agree to amend the compensation for the purpose of incorporating new funding for SB 1383. For the remainder of term of the Agreement the City agrees to compensate Consultant for the work provided under the Agreement, and Consultant agrees to accept in full satisfaction for the services in an amount not-to-exceed the sum of One Hundred Ninety-Five Thousand Dollars ($195,000); unless specifically approved in advance in writing by the City.

SECTION 5. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 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.

[End of Amendment No. 2]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to Agreement No. 2202 to provide Solid Waste Program Management Services for the ("CITY") CITY OF MONTEBELLO, a California municipal corporation.

("CITY")
CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONSULTANT")
MCA CONSULTANTS

Jefferey A. Camera, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

REVISED SCOPE OF WORK BY MCA CONSULTANS

The revised scope of work by MCA consultants further expands the current scope of work by implementing the SB1383 program. This provides resources for:

- Increasing our capacity of recoverable and edible food and food products
- Collection of food and food scraps
- Implementing enhanced edible food recovery programs
- Implementing a robust City-wide education and outreach program
- Expanding our enforcement program
- Continuing evaluation of our program and potential gaps in service needs
- Modernizing the City's procurement policies to comply with current needs and legislative enactments
- Implementing a record keeping program to track all food waste, scraps and edible food recovered from point-source locations through to ultimate distribution and/or end of life.

As part of this program the following activities are set forth as examples to demonstrate the type of services that are being provided or are planning to be provided.

1. Capacity Planning

Although we have identified our Tier 1 and Tier 2 Donors in the early stages of our program, several donors have been historically reluctant to participate in the food donation program due to corporate liabilities or restrictions, even though they would be protected under current legislation. Each donor has been identified based on the 12 categories established by SB 1383 and has been evaluated for applicability and ability to participate in the program; In some cases, the size of the location or their business structure make it difficult for them to donate to recovery organizations. The program enacted with these funds will provide direct assistance to these organizations to determine the actual capacity that each can achieve under the program. One of the areas of focus under this program will be the expansion of the edible food from commercial generators. The capacity planning component will include expanding the City's education and outreach program to Tier 1 and Tier 2 partners to ensure that the same messages are being fully understood by all the participants in the program. This program will expand the identification of edible foods as well as their associated tonnages and methods for recovery.

As part of the capacity planning established herein, MCA will work with the City to expand our planning endeavors to include a revised quantification for our actual food recovery capacity utilizing current resources and develop additional avenues and partners (if our

revised capacity is insufficient to meet the needs of the donations made to the recovery organizations). In some cases, capacity at existing locations may be expanded and in others, they will aid our partners to help expand and/or modernize their facilities and infrastructure needs. These services will include conducting random evaluations and audits of identified food generators and requiring a comprehensive tracking of donated and discarded food and related products. Combined with our hauler audit program that is conducted every year, all locations in the City that either generate, distribute, process, arrange, store, sell, or otherwise deal with food material will be required to submit an electronically generated tracking system to account for the life-cycle accounting of the food, donated for consumption, processed via compost or recovery, and landfilled.

2. Collection

Under this program, collection activities will be expanded to include all areas of recovery including, commercial, industrial, multi-family, and residential. The expanded program will fall under two general categories: commercial and residential.

RFP 22-4 was designed to increase our collection of commercial and multi-family food scraps by implementing a franchised collection system for the entire City. The franchises will provide cost-effective, environmentally sound, and efficient commercial organics collection, processing, recycling, and management system, which includes mandatory collection of all organic material generated within commercial, industrial, and multi-family establishments of the City.

The collection of commercial food will be established based on predetermined collection schedules and will be tracked and catalogued for compliance. All collection locations will be processed in a manner as to prevent foul smell or contamination by vermin, rodents, or insects.

On the residential side of the collection, MCA will work with our residential hauler to implement a city-wide mandatory residential food scrap recovery program. This program will provide for the collection of residential food scraps and food related products from all residential dwelling units within the City and provide for the effective monitoring and tracking of collection locations, compliance, and reporting of tonnage to the City.

3. Edible Food Recovery

One of the keys to the successful implementation of our collection program is the integration of collection activities with volunteers that the City and others we are currently working with to implement programs. Building on the success of current programs, trained

volunteers and nonprofit organizations will collect and distribute edible cooked food and other noncooked food items for distribution to those in need within our community. As part of this program, a comprehensive training program will be conducted to ensure the proper handling and distribution of food utilizing all regulatory requirements and safety provisions.

Working with all applicable guidelines and in conjunction with City staff, volunteers, and contractors will collect edible food (Cooked and uncooked) collected from Tier 1 and Tier 2 establishments back to the City and/or our partners for planned distribution. Utilizing insulated heating and holding cabinets, the precooked food will be examined for applicable guidelines and prepared for distribution to others in the community via insulated food recovery bags, containers, and equipment, for delivery and distribution at other locations.

Working with local nonprofit organizations, food banks, food pantries, shelters, and other like entities, edible food recovered will be collected, inventoried, processed, and or stored for distribution to others or as part of a larger food donation give-away program. Utilizing current capacities, some locations may be provided with equipment to preserve the integrity of the food for maximum utilization.

Additionally, MCA is looking to establish drop off locations where commercial businesses licensed to conduct business within the City will be able to drop off edible food for distribution to others.

4. Education and Outreach

The education and outreach program encompasses a multi-stage approach to reaching our targeted sectors of society that will be impacted by participation in this program whether as a donor or a recipient. The development of an education and outreach campaign will provide information about the program and the effectiveness of its parameters. The program will be conducted in both print and electronic formats as to maximize the potential for success.

Outreach and education to identified businesses on how to discard their food under the program will be a repeat topic for discussion and will be updated with lessons learned and successful programs that have been implemented. A business-to-business education program will be developed to pair likeminded businesses together for the development of an enhanced program. Similarly, complementary business and businesses that may benefit from each other will also be introduced to maximize both program effectiveness and materials diversion from landfills.

Education and outreach to residential populations will be held in a similar manner with enhanced attention to the needs of the residential program. Utilizing direct contact with residents via community events, point of sale (POS) displays, social media, targeted advertisements, and City based programs, residents will be educated on the program

parameters and reminded of the overall collective program through the identification of partnerships such as eating establishments, vendors, supermarkets, and other food recovery organizations.

5. Enforcement and Inspection

Enforcement is another aspect of the program where MCA will be assisting to implement. With limited resources and a reduced code enforcement staff, the city's resources are stretched thin and cannot cover all the areas required. To this end, MCA will assist in the enforcement system and report noncompliant entities to the City for continued enforcement. Furthermore, enforcement of Resolutions 17-62 and 20-97 which require the integration of food waste, and a diversion rate of 75% will be implemented to maximize the effectiveness of the program.

6. Program Evaluation/Gap Analysis

Needless to say, program evaluation is a key component of ensuring the maximum effectiveness of the program. To ensure the continued success, monthly evaluation sessions will be conducted. Each area of the program will be analyzed and will conduct changes made as warranted to maintain and/or increase the effectiveness of the program. Any gaps identified in the program's intent or implementation will be analyzed and changes made to correct any deficiencies or shortcomings that may be identified in the program. Likewise, new programs and ideas will also be analyzed by MCA based on the implementation of the program.

7. Procurement Requirements

Updating the City procurement regulations to meet the current requirements will be undertaken in this program. Building on successful models and previous policies implemented by the City, new procurement guidelines and policies will be developed and implemented to ensure the use of recycled organic products (compost, mulch, electricity, and/or renewable gas), recycled paper and paper products, and other items to maximize program effectiveness and environmental compliance. The new policies will be designed to integrate across all City Departments and provide models for which can be implemented throughout the City including private businesses and organizations.

8. Record Keeping

Record keeping will be conducted during this process to ensure maximum accountability and tracking of food and food like products. Additionally, the record keeping and tracking

of collection activities may include edible meals distributed, tons of food donated, material composted, and business programs implemented will be developed into a comprehensive database that will serve as a reference point for all program evaluations.

9. Record Keeping

The individual rates that are established by MCA for these services are in line with previous and current services provided for like kind programs and do not exceed the contractual hourly limits established under the contract.

Fee Schedule

- Principal Consultant = $85.00 per hour
- Senior Consultant = $75.00 per hour
- Associate Consultant = $55.00 per hour

CITY OF MONTEBELLO

Raul Alvarez, City Manager

Date: _____

MCA CONSULTANTS

Jeffrey A. Camera, President

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 2202
WITH MCA CONSULTANTS

This Amendment No. 1 to the Professional Services Agreement No. 2202 ("Amendment No. 1), is made and entered into this 10th day of November 2021, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and MCA CONSULTANTS (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement No. 2202 for the preparation for solid waste management services ("Agreement"); and

WHEREAS, the Parties being mutually satisfied with each other's performance, wish to amend the Agreement for purposes of extending the Agreement and further clarifying certain terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Term. The term of the Agreement shall read as follows (in **Bold**):

1. "Commencement Date": November 10, 2021

2. "Expiration Date": June 30, 2024

The term of the Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by a subsequent written amendment between the Parties, or sooner terminated in accordance with Section 2 of this Amendment No. 1 below.

SECTION 2. Termination. Section 21 ("Termination of Agreement") of the Agreement shall be stricken in its entirety and replaced with the following language (in **Bold**):

In the event that either Party hereto fails or refuses to perform any of

the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund

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

SECTION 3. Revised Scope of Work. Attachment "A" in the Agreement is hereby revoked in its entirety. Any and all references to Attachment "A" or the "Scope of Work" throughout the Agreement shall no longer have any binding effect. Rather, any reference to the Scope of Work hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Revised Scope of Work**"), attached hereto as **Exhibit "A**" and incorporated herein by this reference.

SECTION 4. Compensation; and Payment. Attachment "B" of the Agreement is hereby revoked in its entirety. Any and all reference to Attachment "B," the "Cost Proposal" or "Compensation" throughout the Agreement shall no longer have any binding effect. Rather, any reference to the Cost Proposal or Compensation hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Budget/Cost for Services"**) in **Exhibit A**. In addition, the following amendments shall apply to Section 5 ("Limitations") of the Agreement and shall read as follows (deletions shown in ~~Strikethrough~~ and additions in **Bold**):

(5) LIMITATIONS.

City recognizes that Consultant's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the City. It also assumes that City's policies, goals, objectives, actions, or alternatives do not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the City.

~~Should the Scope of Work defined by the Agreement be expanded or contracted or the schedule be changed, Consultant's compensation accordance with the Cost Proposal (Attachment "B"). Total compensation to Consultant shall not exceed $69,650 without the City's authorization.~~ **CITY agrees to compensate CONSULTANT for the services provided under the Agreement, and CONSULTANT agrees to accept in full satisfaction for such services an annual amount not-to-exceed the sum of Seventy-Five Thousand Dollars and 00/100 Cents ($75,000); unless specifically approved in advance and in writing by CITY.**

SECTION 5. Revised Schedule. Attachment "C" of the Agreement is hereby revoked in its entirety. Any and all references to "Attachment C" or the "Schedule" throughout the Agreement shall no longer have any binding effect. Rather, any refence to the Schedule hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Revised Schedule**") in **Exhibit "A**".

SECTION 6. Insurance. The following amendments shall apply to Section 10 ("Insurance") of the Agreement and shall read as follows (additions in **Bold**):

c. 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.

e. Evidence of Insurance. CONSULTANT shall provide to 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

f. 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 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.

SECTION 7. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**MCA CONSULTANTS**
_____	_____
René Bobadilla, City Manager	Jeffrey A. Camera, President
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

EXHIBIT:

- Exhibit A – Montebello Solid Waste Proposal



CITY OF MONTEBELLO

SOLID WASTE SERVICES PROPOSAL

Prepared For

James Enriquez – Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Submitted By

Jeffrey A. Camera - President
MCA Consultants

July 2021

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INTRODUCTION

The information presented within the context of this letter proposal and presented in the following pages represents a truly cost-effective approach to the implementation of solid waste and recycling assistance services and has been developed to correspond with the desires and wishes of the City of Montebello's Public Works Department. Upon reading the information contained herein, you will notice that the successful implementation of the previous years' programs has resulted in the proven general programmatic areas remaining consistent. Although it should be noted that unlike previous years, this proposal encompassed all existing services provided by MCA Consultants rather than simply the solid waste and recycling services segregated out previously. Essentially, while the services we provide have remained consistent with previous years, the budgetary parameters have been encapsulated within a single proposal and are based on awarded funding allocation as in previous years. While the implementation of tasks listed below represent the proposed services offered by MCA Consultants, the level at which the specific tasks are implemented will be based on the needs and desire of the City.

BACKGROUND

At MCA Consultants we believe that the cornerstone to lasting relationships is being fair and equitable in our business endeavors. Our staff of professional consultants has the knowledge and expertise to make certain that all of your programs meet and/or exceed all federal, state, and local jurisdictional requirements. MCA will make certain that all of the City's solid waste and recycling programs are designed to continually encompass the most stringent requirements necessary to meet the long-term obligations of the City of Montebello.

Our services include not only the total comprehensive design of utility-based programs, but also the ability to provide you with the long-term management and monitoring specifically designed to achieve total compliance year after year. As with all of our programs, MCA works directly with your professional staff and managers as well as outside architects, engineers, developers, the community, and others to guarantee the complete satisfaction of your jurisdiction.

As a result of the time-saving measures implemented during previous years of program implementation, we are able to demonstrate our commitment once again to the City of Montebello, and to the quality of the relationship and services that we provide. As such, we are committed to assisting the City now and in the future, meeting whatever challenges they are faced with.

SOLID WASTE SERVICES AND IMPLEMENTATION

CalRecycle Electronic Annual Report (EAR)

The development and submission of the City's Electronic Annual Report (EAR) is a task that requires the utmost understanding of the City's history, programs, and the services offered by the City's solid waste haulers and partners. Understanding the intricate workings of the Department of Resources Recycling and Recovery — CalRecycle, and the EAR reporting requirement is essential to maximizing the diversion rate for the City and ensuring compliance with the ever-changing reporting requirements. Since the State's annual reports are reflective of past year's implemented programs, MCA seeks to increase the level of diversion in reports by

seeking out previously unidentified diversion and recycling programs. As a continued part of our annual reporting program, all aspects of Montebello's solid waste stream are carefully considered, and our programs identified throughout this proposal will serve as key aspects of your compliance with all components of the governing legislation. All facets of the reporting system are well known and understood by our staff of professional consultants.

Each report developed by our staff is presented to you complete with all necessary backup documentation and necessary calculations to fully understand the report findings. Presented to you in both detail and summation forms, our reports will not only meet but exceed the requirements set forth by CalRecycle. Once completed and presented to you in draft form, MCA Consultants will provide you with a clear understanding of the information contained in the annual report. This is essential to ensure that City staff has the knowledge and complete programmatic understanding required to answer any question that may be posed.

As we have in previous years, we will serve as an extension of your staff, providing you with any technical expertise necessary. All of our reports are presented to the City in advance of the actual submission date to permit staff review and allow for necessary changes, if required. We will stand with you during every venture and provide the City with staff-supportive services that are unmatched.

CalRecycle Compliance

Maintaining compliance with the legislative and reporting provisions established by the State Legislature and CalRecycle is an important component of the City's compliance with the State mandated programs. To this end, as in previous years, each of the referenced programs will be implemented in accordance with program parameters, requirements, and funding allocations afforded to each program.

Mandatory Commercial Recycling (MCR)

According to the State of California, "*the commercial sector generates nearly three fourths of the solid waste in California. Furthermore, much of the commercial sector waste disposed in landfills is readily recyclable. Increasing the recovery of recyclable materials will directly reduce greenhouse gas emissions (GHG)*." Assembly Bill 32, the Mandatory Commercial Recycling (MCR) measure, was enacted to focus on the diversion of commercial waste as a method to reduce Green House Gas (GHG). Modified, supplemented, and expanded over the years the requirements of the MCR can be ascertained in legislation such as Assembly Bill 341, Assembly Bill 827, Senate Bill 1018, and others.

As part of ensuring compliance with the various enacted provisions, MCA will develop and implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses that is designed to divert commercial solid waste from businesses, as well as continue to develop and implement programs that address self-haul, mixed-waste processing, source separated recycling, and other programs identified within the various legislative enactments.

Additionally, we will continue to develop and implement programs that ensure that businesses provide visible, easily accessible, and clearly marked organics and recycling containers in front-of-house locations to collect waste generated from products purchased and consumed on the premises (AB 827, McCarty).

As part of the compliance aspect of this program, MCA will work with City staff and the Office of the City Attorney to develop resolutions and ordinances to address the mandatory Commercial Recycling Provisions established by law. This aspect of the program will encompass, but not limited to, all aspects of commercial recycling and work with the City and the business community to support such programs required for programmatic compliance.

Mandatory Organics Recycling (MORe)

AB 1826 was signed into law by Governor Brown in October of 2014. Specifically, SB 1383 required CalRecycle, in consultation with the California Air Resources Board (ARB), to adopt regulations designed to reduce statewide landfill disposal of organic waste. SB 1383 established two organic waste disposal reduction targets. These targets are tied to the 2014 baseline of 23 million tons of organic waste disposal and must be achieved by 2020 and 2025.

Among the provisions created was that all businesses are required to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that local jurisdictions must implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. The City's compliance began with the approval of a temporary use permit to Heart of Compassion for the implementation of a pilot food waste composting program designed to divert the spoiled vegetative material that results from their operations. The program has been a tremendous success and has evolved into a regular part of their daily operations.

Under the legislative confines of AB 1826, organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Current City programs are verifying that every business in the City meets the requirements of this legislation.

Currently, the City has implemented a pilot program that has proven beneficial and is in the process of revising the organic waste collection and processing program to be implemented City-wide. To this end, MCA will continue to work with City staff and the City Attorney's office to finalize the documents necessary for the City's roll-out of the organics collection program and the accompanying solicitation. Under this program, every business in the City will have organics collection provided to them by one or more haulers who will also be responsible for reporting information necessary for compliance with the legislation. This program includes supplying collection containers and bins to the businesses, providing collection services, and developing processing programs that ensures the organic material is processed in a method to meet the legislative confines set forth by the State.

According to CalRecycle, organics like food scraps, yard trimmings, paper, and cardboard make up half of what Californian's dump in landfills. It is also the view of CalRecycle that Reducing Short-Lived Climate Super Pollutants like organic waste will have the fastest impact on the climate crisis.

Legislative Compliance

Legislative enactments are an important aspect of the compliance mandated implementation by the State. To ensure compliance with this legislation, MCA will develop and present to the City programs that will reduce organic waste disposal by 75 percent (75%) by 2025 and develop programs that will rescue at least 20 percent of the eatable food surplus currently disposed into landfills by 2025. Under this program we will not only develop

programs for compliance, but work with the City's haulers, businesses, restaurants, nonprofits, and other service providers to connect viable entities together so the collective we can achieve the 20 percent (20%) eatable food waste goals by 2025. To make certain that the City is taking steps to achieve compliance with the legislation, the following activities and others will be targeted for continued development and implementation:

- Conduct a local waste characterization study to ascertain capacity, availability, and needs.
- Provide residential and commercial organic waste collection services.
- Conduct minimum levels of education, outreach, and contamination monitoring for their collection services.
- Develop programs that require residents and businesses to subscribe to collection services for organic waste that is not source-reduced, managed on-site, or self-hauled.
- Develop and implement and oversee edible food recovery programs.
- Work with commercial edible food generators to establish documented arrangements with food recovery services or organizations.
- Work with the City to develop procurement policies that set minimum levels of recovered organic waste products including of compost, mulch, or renewable natural gas and electricity, and include provisions to meet minimum recycled content and recyclability standards for paper products.
- Develop record keeping program to document City compliance and require haulers and facilities to provide compliance records regarding compliance.
- Identify and/or develop program to reduce the level of incompatible materials.

Waste Reduction And Recycling Program Implementation

MCA Consultants has worked with the City of Montebello for many years on the development and implementation of cost-effective solid waste and recycling programs. This year will be no different as it continues to be our belief that direct City involvement, and a clear understanding of the City's needs are essential to the long-term success of any program to be implemented. It is for this reason that we have once again developed this year's programs to provide the most cost-effective programs with the likelihood of long-term success and implementation by City staff, if so desired.

As the City emerges from the COVID-19 restrictions, and with the reduction in staff resources within the City, ensuring that your staff has a clear understanding of the programs being developed and implemented is essential as they provide the first level of awareness with residents within the community. Staff's understanding of program parameters allows residents to contact the City and receive the answers they are looking for. As we have for many years, MCA Consultants will provide the City of Montebello and your residents with the highest level of customer service available. Our toll-free phone number is staffed from 5:00 a.m. to 7:00 p.m. PST. Our afterhours hotline is available to the City and its resident's 24-hours per day 7-days per week, including holidays.

In previous years we proposed to implement a Local Business Awards program that would not only provide the City's businesses with a sense of accomplishment but would have a dramatic impact on the public if implemented correctly. As we have again identified several Montebello businesses that are worthy of this award, this year we plan to continue this program with increased program-based results and awareness. During the implementation of this program, we will continue to conduct detailed evaluations and analysis of businesses and compare them against the baseline established for which all programs are evaluated. MCA Consultants will continue to conduct business compliance evaluations of each business within the City of Montebello.

Recommendations for various business sectors will also continue to be an effective part of the program implementation.

Local businesses will be provided awards in various categories based on their participation in recycling activities, amount of waste diverted or recycled, and the creation and/or participation in innovative programs that increase efficiency and promote the City's Go Green concept. Working in coordination with the City and the Montebello Chamber of Commerce, all businesses will be able to compete equally regardless of their current recycling activities. Categorical references will be developed to determine the level of recycling within the City. Collectively, working together with the City, your franchised haulers, and local businesses, we will be able to provide annual updates to the programs and provide an illustrated model of the increase in recycling percentages and participation levels.

As part of our educational efforts to reach out to the children of your community, MCA Consultants employs personnel that are instrumental in the development of cutting-edge solid waste and recycling programs, grant administration and management, and school education programs. Key staff participants will work with your staff on the development of educational programs designed in conjunction with the City and the Montebello Unified School District. Our personnel's experience in this area is unmatched with one of our key persons having developed, created, and implemented the largest school education program in Los Angeles County. Working in association with the LA Unified School District, a member of our staff has been responsible for implementing diversion programs in more than 100 schools in Los Angeles and has designed and implemented programs that educate students on the environment, solid waste and recycling, and has prepared presentations to the California Integrated Waste Management Board. The resulting programs have yielded a dramatic increase in the diversion percentages in schools and their surrounding areas.

Commercial Hauler Technical Assistance

Many of the haulers are currently operating within the system and meeting the provisions of the Montebello Municipal Code, although since COVID-19 many of them have faltered to meet the minimum standards set forth within Resolutions 17-62 and 20-97. As part of our service, MCA will continue to provide you and your haulers with technical assistance in a format that includes, but is not limited to, guidance with recycling program implementation; assistance with quarterly reports and renewal forms; review, approval, and processing of annual hauler applications; customer recycling programs; legislative interpretation; compliance with City requirements; and other regulatory compliance issues approved by the City.

We will once again guarantee that all inquiries will be addressed, and the inquiring party contacted in a manner that is acceptable to the City and the inquiring party. At no time will any inquiry response exceed 8 hours unless the inquiry occurs on a weekend or generally recognized holiday. In such an event, the inquiring party will be provided with an alternate number to call in case of emergencies. We do this as part of our service as we believe that the more technical information or assistance a solid waste provider is able to access, the more competent their reporting and services are within the City.

An important aspect of any reporting system is the submission and review of quarterly and annual renewal forms. As such, MCA Consultants will provide a 24-hour turnaround preliminary analysis on all forms submitted by a solid waste hauler within the City. To further assist your non-exclusive franchised haulers in the compliance aspect of your programs, we will offer assistance and preliminary review of their forms. Under this program, haulers will be permitted to submit electronic forms via City approved electronic forms developed by MCA

Consultants. The purpose of this preliminary electronic review is to permit the hauler to understand their deficiencies in their reporting systems and forms and provide them with viable feedback to increase the accuracy of their required reporting forms.

As we have illustrated in the context of this proposal, we committed to continue serving as an extension of your staff, providing seamless services to your solid waste and recycling providers. To enhance the services already provided by your staff, our hauler monitoring programs are designed to work with the haulers in a positive manner and educate them into compliance rather than provide a show of force that creates animosity among the parties. Our hauler monitoring program takes shape in many forms. From simple technical assistance provided in other areas of this proposal, to quarterly and annual report review and education, our program provides a systematic process of compliance through guidance and education. Our unique approach has a proven success rate by ensuring compliance through both active and passive program implementation.

As previously mentioned, our passive programs are designed to educate and enlist compliance within the programmatic aspects of our services, and yet when combined with our active programs of compliance evaluations and in-person site visits, we are able to gain an additional level of compliance that was once thought of as nonexistent.

MCA will also continue to provide Montebello Haulers with our "hotline" assistance service that we have expanded during the previous year's contract ensuring total satisfaction. To this end we will have our hotline and technical assistance lines staffed and available from 5:00 a.m. to 7:00 p.m. PST. When combined with our after-hour paging system and technical assistance programs, we are able to continue providing you, your haulers, businesses, and residents more staffed hours per day than any other firm and provide around-the-clock support for you and your solid waste providers.

As part of your extended staff, we will prepare and manage all solid waste correspondence either received from or sent to your solid waste providers. This service is provided to you in the form of completed letters, forms, and other documents presented to you in a format approved by the City to ensure minimum impact on City staff. Each document developed by MCA Consultants is presented to you in both electronic and hardcopy form for review and approval. This system permits us to provide you with the enhanced turnkey programs while allowing the flexibility of in-house implementation and distribution of the documents.

At the City's request and direction, MCA will handle and process all inquiries relating to your solid waste and recycling program and provide inquiring parties with multiple avenues to transmit and respond to inquiries. In every case, MCA principals will continue direct oversight of the entire program and make certain that all correspondence are sent, processed, received, and addressed within a timely manner in a method that is acceptable to the City.

MCA Consultants will conduct annual commercial hauler assistance workshop meetings designed to further educate and bring haulers into continual compliance. The annual workshops will encompass aspects of the preceding year's compliance, and an overall evaluation of hauler performance and compliance, as well any changes in requirements, reporting, programs, or legislation that may occur in the upcoming year. Each hauler will be provided with a list of common questions and errors made during the preceding year and solutions to the more common errors and compliance issues that occurred. Furthermore, each solid waste provider in attendance will receive an updated non-exclusive hauler compliance package that has all necessary reporting forms for the upcoming year.

Among the items contained within each package will be electronic (as well as hardcopy forms necessary if requested) for compliance with City regulations and ordinances, updated contact information and outreach materials to be distributed, and current City disposal, diversion, and recycling reports, among other information. Collectively, this information can be used by the hauler to assist them in planning for the upcoming year's programs. Each workshop will involve key personnel from MCA Consultants and the City and will be arranged at a time and location that is convenient for City staff and haulers. Although we do not recommend that the meetings with the haulers be made mandatory, it is recommended that each hauler be strongly encouraged to attend, as compliance with the terms and conditions of the non-exclusive franchise will be vital to the individual hauler's success during the upcoming calendar year.

On occasion haulers require a more extensive examination of their services. MCA Consultants will implement and monitor a hauler audit correction program designed to provide a more in-depth analysis to the regular compliance reports conducted. The context of this program permits for the technical audit of the physical portions of the haulers' activities and may include route audits and assistance with the development of a disposal reporting methodology. Should it be determined that route audits are required, MCA personnel will conduct physical inspections of individual hauler routes as deemed necessary.

To ensure confidentiality and to preserve competition among the haulers, information obtained during a route audit will remain confidential and will not be made available for public domain. We recommend this approach to provide the City with a layer of protection should a hauler claim that they have been financially damaged by the release of their confidential route sheets. Although it is our firm belief that the provisions established in our education and compliance programs and other aspects, we have identified within the body of this proposal will lessen the need for remedial hauler correction programs, we have established this type of program as a remedial program as yet another layer of outreach to assist non-exclusive franchised haulers within the City.

HAULER AUDITS

During the last reporting cycle, the evaluation of haulers compliance and their performance was placed on a temporary hold and extended due to the challenges facing the City due to the COVID-19 pandemic. As a necessary component of the City's solid waste and recycling program as it pertains to diversion tonnage and compliance with State of California mandated reporting requirements and electronic reporting formats, it is proposed that the hauler audit program be modified to provide verification of the haulers programmatic activities as they relate specifically to the compliance provisions set forth by both the State and the City. As with every year that we have provided services to the City, MCA Consultants works directly with each hauler to ensure that confidentiality is protected and that their confidential information is not made available to the public or competitors. It is our policy to present the firm being audited with a company-specific confidentiality agreement which specifies in part that "neither the consulting firm nor the individuals conducting the audit will make any confidential information available to the general public at any time either now or in the future."

Additionally, the agreement further specifies that "the information obtained during the audit is specifically intended for the sole and discretionary use of the City and will be protected to the fullest extent permissible by law." Each audit is conducted according to generally accepted standards and, if financial records are once again included as part of the audit process, generally accepted accounting practices will be followed as part of regular audit practices. Our staff conducting the audits will not answer any questions made by the hauler during the audit and will not share any of the information found during the audit process. Specific questions regarding the

audit or process must be submitted to the City in writing for official response. As is customary, our staff will work collectively with the City in the formulation of necessary responses.

Each audit will be conducted in a confidential setting and only information specifically required for the audit will be requested. To ensure a comfortable setting for all parties, the City will be notified of and approve all locations designated for audits. In some cases, in-house audits may be conducted at the hauler's place of business due to the ease and availability of records required for the audits. At each location, whether the audit is of a desk or in-house nature, it is recommended that the hauler being audited has the right to have a representative (approved by the City) at the audit location to answer any questions or explain any irregularities or missing information.

Once each audit has been completed, MCA will forward a confidential copy of the findings report to the City for review and comment. Once approved by the City, the audit findings will be presented to the hauler in writing at which time they will have 15 days to comment on the audit findings and provide any missing information that may be requested. After the 15 days, the audit results will be finalized and/or reviewed further should additional requested information be submitted in accordance with the audit provisions. Once the audit is completed and all reports finalized, corrective action, if necessary, will be taken. As a final component of the audit process, MCA Consultants will make recommendations to the City for changes in methodology and/or recordkeeping found during the hauler audit. Such information may be used by the City as a corrective action tool or as a method of correction for future compliance.

As with all of our audits and information provided to us, MCA Consultants will make every attempt to keep the information confidential to the fullest extent permissible by law. Once complete and approved by the City, all documentation received from the hauler will be returned as to ensure confidentiality. The procedures identified above are meant to be applicable for any in-house or desk audit deemed necessary for situations such as license revocation, incorrect reporting, or the like. Should such a circumstance arise, a comprehensive report will be developed and provided to the City in accordance with the specifics delineated above.

EVALUATION OF COMMERCIAL SOLID WASTE HAULER PROGRAM

At periodic intervals throughout the year and at the completion of each calendar year, MCA Consultants will perform an evaluation of the commercial solid waste hauler program. Contained within the report will be findings and independent analysis directly related to the commercial solid waste program. This independent analysis and review is designed to provide the City with enhanced programmatic aspects and correct any potential items that may warrant change considerations inclusive of hauler summary reports and findings, hauler information, solid waste and recycling statistical information, fees and administrative fines issued or paid, compliance with State and City reporting requirements, and any change in diversion rates – all being among the information contained in the report. Based on the results and findings made during the preceding year's activities and audits, the contents of the commercial solid waste hauler program evaluation will be devised based on the specific findings and recommendations.

GO GREEN PROGRAM IMPLEMENTATION

As a key component of the City's compliance with requirements imposed by CalRecycle, the "Go GREEN" concept identified and developed in concert with the City to assist in the fulfillment of the City's beautification

programs, MCA Consultants will perform such services at an enhanced level to increase the level of awareness within the City. As part of the "GO GREEN" program implementation, the general approach to conservation topics will be continued with information and timelines for each of the proposed topical areas identified for implementation each month.

The Go Green concept will continue to be actively promoted each quarter and follow-up information will be presented to those residents and businesses that request additional information about the Go Green program. The program is designed to enhance the recycling appeal, reduce the consumption of energy and resources within the City, and meet the programmatic requirements of the States electronic reporting format for solid waste compliance and compliance with AB 939 and other legislative enactments. Reaching out to residents and businesses alike will allow the City to combine the conservation efforts of these two programs and increase the level of awareness in the community.

MCA will work with City staff on the development and publication of each Go Green concept and make certain that the information is disseminated to area residents and businesses through a variety of avenues such as community groups, neighborhood watch groups, business associations, the Chamber of Commerce, and others.

USED OIL SERVICES AND IMPLEMENTATION

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for local governments/other eligible jurisdictions to receive payments for used oil and used oil filter collection/recycling programs. Eligible applicants are limited to local governments, which are defined in statute as "any chartered or general law city, chartered or general law county, or any city and county." Under the payment program, the City's local used oil collection program must include used oil and used oil filter collection opportunities and a public education element to ensure that local residents are providing the public with convenient collection locations for used oil drop-off. Additionally, under this proposal, MCA will develop methods to motivate the public to recycle their used oil, development and maintenance of used oil and oil filter collection and recycling programs and develop and submit all reporting information to CalRecycle and other necessary reporting agencies.

In accordance with Used Oil and Oil Payment Programs, Grants and payment program applications will be developed by MCA and submitted to CalRecycle after the documents have been reviewed and signed by the City. As with all used oil funds, upon approval of the funding application and notification to the City, funds will be allocated based on the amount awarded and in the funding categories and services identified. It should be noted that, in general, funds under these programs are awarded for two-year cycles, meaning that the funds must be expensed within two years of being awarded.

BEVERAGE CONTAINER SERVICES AND IMPLEMENTATION

Under this section the management and implementation of the City's beverage container program will encompass two phases, the first will be the monitoring and compliance of the City's eight State Certified Beverage Container Recycling Centers, and the second will be the implementation of the Beverage Container grants and payment received by the City.

The first program, Beverage Container Recycling Centers, provides collection and payment of the California Refund Value (CRV) that is paid by consumers at the checkout stand is paid back to consumers when they recycle eligible aluminum, plastic, glass, and bi-metal beverage containers at certified recycling centers. The minimum refund value established for each type of eligible beverage container is 5 cents for each container under 24 ounces and 10 cents for each container 24 ounces or greater. Since the recycling centers are individually owned and are not owned or operated by the State of California, they are subject to local jurisdictional governance. Under this program MCA will monitor all of the identified recycling centers in the City and ensure that they comply with the days and hours of operation set forth by the State, which are currently established that centers operate a minimum of 30 hours per week, at least five days a week, and at least one weekend day.

The second program involves the Stated Beverage Container funding programs which encompass City/County Payment Programs, Beverage Container Recycling Grants, and other payment programs and grants that are offered by the State of California, CalRecycle, or other funding entity. Under these programs, MCA staff will develop and implement all grant and payment program applications and submit completed documents to CalRecycle after the documents have been reviewed and signed by the City.

ELECTRONIC RECYCLING – SERVICES AND IMPLEMENTATION

For many years we have implemented a successful E-waste recycling program that has evolved from a twice per year program, to a bi-monthly program that has become widely popular for Montebello residents. In essence, this program provides for the safe and environmentally complaint recycling for electronic products nearing the end of their "useful life." What this means is that electronics such as computers, televisions, VCRs, stereos, copiers, fax machines, and other common electronic products can be properly managed and recycled to ensure compliance. In fact, some of these products can be reused, refurbished, or recycled.

With the passage of the Electronic Waste Recycling Act of 2003**,** certain components of some electronic products contain materials which render them hazardous, depending on their condition and density, which is why we established monthly e-waste collection and are setting up remote drop-off centers for residents and businesses.

The City's E-waste collection continues to maintain success with our monthly collection events and special collection opportunities at City events and locations. Working collectively with the Chamber of Commerce and other nonprofit organizations, the City's e-waste collection programs collected electronic waste that would have potentially been illegally discarded under current State law. Through strategic partnership with nonprofit organizations located within the City, the e-waste collection events resulted in payments being made to local nonprofit organizations that participated in the events.

COMMERCIAL AND DEMOLITION REPORTING AND ENFORCEMENT

According to the CalRecycle 2014 Disposal Facility-Based Characterization of Solid Waste in California, construction and demolition (C&D) materials are estimated to account for between 21.7 to 25.5 percent of the disposed waste stream. Previous study estimates have ranged from 29 percent in 2008 to 24 percent in 2004. As part of the City's compliance with the California Green Building Standard Code and Section 17.64 of the Montebello Municipal Code, MCA will continue to update and implement the City's Commercial and Demolition diversion plans by reaching out to the nonexclusive franchise haulers, construction and demolition contractors,

builders, remodelers, and homeowners and informing them on the City requirements and working with them to ensure implementation of the State and local requirements.

Waste Diversion Plan" Forms are updated and made available at the City service counter, on the website, and electronically to anyone that may inquire. As part of the implementation, MCA will work with the City to create an easy-to-use electronic monitoring form that can be updated and provided electronically for maximum compliance.

PROGRAM ADMINISTRATION

The program administration concepts presented within this section is designed to ensure that City staff is regularly updated and that programmatic endeavors are reported to the City for compliance and administratively followed up on, if necessary, by City staff. As part of this endeavor, MCA will make certain that all aspects of the City's solid waste, recycling, beverage containers, used oil, electronic collections and recycling, and State reporting is in full compliance and all reports and documents are submitted according to the parameters of the desired programs.

Council Updates

It is proposed that the process of updating City Council continues as it has in previous years. At the conclusion of each year, and at the discretion of the City, MCA Consultants will prepare a summation report identifying the overall state of the City's solid waste and recycling programs, as well as all other environmental programs, grant, payment programs, and compliance issues identified herein. This approach will be developed in written form and submitted to the City in the form of a confidential copy that is not for public distribution unless desired to be so by the City. This document is designed to be an internal evaluation of the City's programs and is also summarized and presented in a presentation format. At the request, an abridged presentation will be developed for presentation at City Council Meetings.

City Staff Meetings

As a method of increased communications, , monthly or bi-monthly meetings will be conducted with City staff to touch base on issues and items affecting the City during that reporting period. During these meetings, discussions on current and future programs will be discussed as well as programmatic updates, hauler compliance, outstanding issues, and individual program status. These meetings can also be modified based on the activities and programs being conducted. A meeting schedule will be developed and provided to the City at an agreed upon time and frequency agreed to.

BUDGET/ COST FOR SERVICES

The information contained within this section of the proposal has been developed based on the scope of work presented herein and is commensurate with information presented to and discussed with City Staff. For the purpose and continuance of our solid waste and recycling consulting services and agreement with the City, the budget set forth herein is representative of the previous year's budget and may be adjusted during the course of the service due to changes in the scope of work or a reallocation of hours. While we have identified specific tasks and illustrated their implementation throughout this proposal, the tasks and allocated hours are flexible

enough to accommodate fluctuations in program needs and may be adjusted or services added at the direction of the City.

Based on the services identified herein, and the funding allocations awarded to the City though AB 939 funds, State grant and payment programs, and other local funding sources, the budgetary provisions for each fiscal year will be established annually or renewed at the same level as the previous year. It should be noted that the budget for solid waste and recycling services shall remain consistent as identified below unless approved by the City, while the budget for used oil, beverage container, and other grant and payment programs shall be limited to the amount awarded to the City for the development, implementation, and monitoring of the designated program.

Based on the information provided herein and the funds awarded to the City, the FY22 budget year is set forth below:

DESCRIPTION OF SERVICE	RATE	TIME FRAME
SOLID WASTE AND RECYCLING Including Annual Reporting, CalRecycle Compliance, Waste Reduction & Recycling Program Implementation, Commercial Hauler Technical Assistance, Commercial Solid Waste Audits, Evaluation of Commercial Solid Waste hauler Programs, "Go Green" Implementation, Electronics Recycling Programs, Commercial & Demolition Reporting, and Program Administration.	$75,000.00	ANNUAL *(July 1 - June 30)*
USED OIL & OIL PAYMENT PROGRAMS	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle
BEVERAGE CONTAINER, & CITY /COUNTY PAYMENT PROGRAMS	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle
MISCELLANOUS GRANT & PAYMENT PROGRAMS NOT IDENTIFIED	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle or Funding Agency
OTHER PROGRAMS & SERVICES REQUESTED BY CITY	Based on proposal and approved by City	

After reviewing the information contained herein, should you have any questions or require additional information, please do not hesitate to contact me directly.

Respectfully,

Jeffrey A. Camera
President

CITY OF MONTEBELLO
AGREEMENT

No. 2202

THIS AGREEMENT, made and entered into this 26th day of January 2005, by and between the City of Montebello, California (hereinafter "CITY"), and MCA Consultants (Hereinafter "CONSULTANT"), a California Corporation.

WITNESSETH

The parties hereto do agree as follows:

(1) **RECITALS**. This Agreement is made and entered into with respect to the following facts:

(a) That the City is desirous of obtaining the following solid waste management services.

(b) That the City has heretofore determined that the Consultant is qualified to perform the work necessary to provide such work in the time and manner set forth hereinafter; and

(c) That Consultant has agreed to perform the services required pursuant to this Agreement in the time and manner hereinafter set forth; and

(d) That the legislative body of the City has heretofore determined that the public interest, convenience, and necessity require the execution of this Agreement.

(2) **INDEPENDENT CONTRACTOR**. All services to be performed by Consultant hereunder collectively referred to as "Scope of Work" shall be performed as an "Independent Contractor" and not as agent or employees of the City.

specialized experience in solid waste management at the time the services are performed. Consultant shall endeavor to complete its work in accordance with those statutes, regulations, orders or codes which, in Consultant's professional opinion, are applicable to the Project. Consultant makes no other warranty, either expressed or implied.

(4) **CITY'S RESPONSIBILITIES**

1. Project Coordinator. City designates the Public Works Manager as the Project Coordinator who is authorized to act on behalf of the City. The Project Coordinator shall cooperate with Consultant and shall provide information and owner's decisions as required by Consultant, promptly so as not to delay progress of the work.

2. Notification of Defects. The City shall give prompt written notice to Consultant if the City becomes aware of any fault or defect in the Project or nonconformance with the Scope of Work.

(5) **LIMITATIONS**. City recognizes that Consultant's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the City. It also assumes that City's policies, goals, objectives, actions, or alternatives do not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the City.

Should the Scope of Work defined by the Agreement be expanded or contracted or the schedule be changed, Consultant's compensation

accordance with the Cost Proposal (Attachment "B"). Total compensation to Consultant shall not exceed $69,650 without City's authorization.

(7) **PAYMENT.** Consultant will submit to City an invoice for payment at the end of each month. The amount of the invoice shall be based upon percent complete of each task described in Attachment A. A description of activities performed under each task will be provided in support of each invoice. Invoices shall be paid within 30 days of receipt.

(8) **SCHEDULE.** Consultant will diligently take all reasonable steps to comply with the schedule presented in Attachment "C".

(9) **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be deemed received if sent by United States mail, certified or registered, postage prepaid, addressed to the parties as follows:

a. To City:
City of Montebello
Attn: Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

b. To Consultant:
Mr. Jeff Camera
MCA CONSULTANTS
28102 Ridge Forest Court
Rancho Palos Verde, CA 90275

(10) **INSURANCE.** Consultant shall provide and keep in effect during the term of this Agreement insurance as follows:

a. Worker's compensation and Employer's Liability in accordance with applicable laws.

b. Comprehensive Commercial Liability policies with combined single limit coverage of $1,000,000 for any personal injury, death, or

d. Errors and Omissions coverage with minimum limits of $1,000,000 in full force and effect during the life of this agreement.

Consultant shall provide certificates of such insurance to City prior to start of work. Said certificates shall specifically provide that City is an additional insured for the coverage in items B and C, above; and such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given City at its address set forth in this agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for non-payment.

(11) **INDEMNIFICATION.** Consultant agrees to indemnify, hold harmless, and defend City, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with Consultant's negligent performance of this Agreement (including but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of Consultant, City, or their respective employees or agents), except where such liability, damage, costs, losses, claims or expenses are by the negligent or wrongful acts or omissions of City or any of its agents or employees.

(12) **ASSIGNMENT.** Neither party may assign its obligation in this Agreement without the written approval of the other party. Nothing contained in this paragraph prohibits the assignment of accounts receivable for financing purposes.

(13) **SUBCONTRACTORS.** Consultant may employ subcontractors, as it deems necessary for the completion of the Scope of

statutes, regulations, orders or codes which, Consultant's professional opinion, are applicable to the Project.

(15) **REFERENCING OF PROJECT**. City recognizes the need on the part of Consultant to make references to this project as part of the experience qualifications for future work of a similar nature. City, therefore, agrees to allow Consultant to describe this project in its statements of qualifications and related materials.

(16) **DISPUTES.** The parties shall make a good-faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation between the parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to recover from the unsuccessful party(ies) any and all attorney's fees, disbursements and costs incurred by the prevailing party in such litigation or arbitration.

(17) **SEVERABILITY.** If any terms, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this Agreement.

(18) **LIABILITY.** The liability of Consultant, and of Consultant employees and sub consultants, to City shall not exceed the limits of Consultant's insurance policies as specified in Section (10).

(19) **ESTIMATES OF OPERATING COSTS AND RATES.** Evaluations of the City's programs, project budget, preliminary estimates of construction, costs, service rates and/or operating costs, if any,

Accordingly, Consultant does not warrant or represent that the actual prices will not vary from estimates prepared as part of the Scope of Work.

(20) **SUSPENSION.** If the project is suspended in whole or in part, for more than sixty (60) days, Consultant shall be compensated for all services performed and expenses incurred prior to receipt or written notice from the City of such suspension. If the project is resumed after being suspended for more than sixty (60) days, Consultant's compensation shall be equitably adjusted to reflect shutdown and start up costs incurred and rate escalations if any.

(21) **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement for cause. Prior to such termination, a notice shall be sent to the party in default requiring remedy within seven (7) days. If the default is not cured within this time period, the party initiating termination may terminate this Agreement. In the event of termination, Consultant shall be paid for all work completed prior to termination.

(22) **ENTIRE AGREEMENT.** This Agreement will be for a period of three years and may be renewed annually thereafter provided that terms and conditions remain the same or as mutually agreed upon by the parties. This Agreement embodies the entire Agreement between Consultant and City. Each represents that in entering this Agreement it does not rely on any previous oral or implied representations, inducement or understanding of any kind or nature.

This Agreement shall be effective at such time as each party is in possession of a copy, whether by original or fax, bearing the signature of

CITY OF MONTEBELLO

Date 1/27/05 By: William M. Molinari
William M. Molinari, Mayor

Attest: Robert J. King
Robert J. King, City Clerk

CONSULTANT

Date 1/31/05 By: Jeff Camera
Mr. Jeff Camera, Consultant

CITY OF MONTEBELLO
AGREEMENT

No. 2202

THIS AGREEMENT, made and entered into this 26th day of January 2005, by and between the City of Montebello, California (hereinafter "CITY"), and MCA Consultants (Hereinafter "CONSULTANT"), a California Corporation.

WITNESSETH

The parties hereto do agree as follows:

(1) **RECITALS**. This Agreement is made and entered into with respect to the following facts:

(a) That the City is desirous of obtaining the following solid waste management services.

(b) That the City has heretofore determined that the Consultant is qualified to perform the work necessary to provide such work in the time and manner set forth hereinafter; and

(c) That Consultant has agreed to perform the services required pursuant to this Agreement in the time and manner hereinafter set forth; and

(d) That the legislative body of the City has heretofore determined that the public interest, convenience, and necessity require the execution of this Agreement.

(2) **INDEPENDENT CONTRACTOR**. All services to be performed by Consultant hereunder collectively referred to as "Scope of Work" shall be performed as an "Independent Contractor" and not as agent or employees of the City.

(3) **CONSULTANT RESPONSILITIES**.

1. Scope of Services. Consultant will complete the Scope of Work as provided in Attachment "A".

2. Professional Responsibility. Consultant shall perform all services in accordance with the customs and practices of prudent engineers with

specialized experience in solid waste management at the time the services are performed. Consultant shall endeavor to complete its work in accordance with those statutes, regulations, orders or codes which, in Consultant's professional opinion, are applicable to the Project. Consultant makes no other warranty, either expressed or implied.

(4) **CITY'S RESPONSIBILITIES**

1. Project Coordinator. City designates the Public Works Manager as the Project Coordinator who is authorized to act on behalf of the City. The Project Coordinator shall cooperate with Consultant and shall provide information and owner's decisions as required by Consultant, promptly so as not to delay progress of the work.

2. Notification of Defects. The City shall give prompt written notice to Consultant if the City becomes aware of any fault or defect in the Project or nonconformance with the Scope of Work.

(5) **LIMITATIONS**. City recognizes that Consultant's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the City. It also assumes that City's policies, goals, objectives, actions, or alternatives do not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the City.

Should the Scope of Work defined by the Agreement be expanded or contracted or the schedule be changed, Consultant's compensation shall be adjusted to reflect any additional work or costs. The Consultant and City shall negotiate in good faith to determine the adjustment in compensation.

(6) **COMPENSATION.** For performance of the tasks delineated in the Scope of Work, City shall pay Consultant on a lump sum basis in

accordance with the Cost Proposal (Attachment "B"). Total compensation to Consultant shall not exceed $69,650 without City's authorization.

(7) **PAYMENT.** Consultant will submit to City an invoice for payment at the end of each month. The amount of the invoice shall be based upon percent complete of each task described in Attachment A. A description of activities performed under each task will be provided in support of each invoice. Invoices shall be paid within 30 days of receipt.

(8) **SCHEDULE.** Consultant will diligently take all reasonable steps to comply with the schedule presented in Attachment "C".

(9) **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be deemed received if sent by United States mail, certified or registered, postage prepaid, addressed to the parties as follows:

a. To City:
City of Montebello
Attn: Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

b. To Consultant:
Mr. Jeff Camera
MCA CONSULTANTS
28102 Ridge Forest Court
Rancho Palos Verde, CA 90275

(10) **INSURANCE.** Consultant shall provide and keep in effect during the term of this Agreement insurance as follows:

a. Worker's compensation and Employer's Liability in accordance with applicable laws.

b. Comprehensive Commercial Liability policies with combined single limit coverage of $1,000,000 for any personal injury, death, or property damage.

c. Comprehensive Automobile Liability policies with combined single limit coverage of $1,000,000 for personal injury, death, or property damage.

d. Errors and Omissions coverage with minimum limits of $1,000,000 in full force and effect during the life of this agreement.

Consultant shall provide certificates of such insurance to City prior to start of work. Said certificates shall specifically provide that City is an additional insured for the coverage in items B and C, above; and such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given City at its address set forth in this agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for non-payment.

(11) **INDEMNIFICATION.** Consultant agrees to indemnify, hold harmless, and defend City, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with Consultant's negligent performance of this Agreement (including but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of Consultant, City, or their respective employees or agents), except where such liability, damage, costs, losses, claims or expenses are by the negligent or wrongful acts or omissions of City or any of its agents or employees.

(12) **ASSIGNMENT.** Neither party may assign its obligation in this Agreement without the written approval of the other party. Nothing contained in this paragraph prohibits the assignment of accounts receivable for financing purposes.

(13) **SUBCONTRACTORS.** Consultant may employ subcontractors, as it deems necessary for the completion of the Scope of Work, upon written approval of City.

(14) **LAWS AND REGULATIONS.** This Agreement shall be governed by the laws of the State of California. In the performance of the work, Consultant shall endeavor to design in accordance with such

statutes, regulations, orders or codes which, Consultant's professional opinion, are applicable to the Project.

(15) **REFERENCING OF PROJECT**. City recognizes the need on the part of Consultant to make references to this project as part of the experience qualifications for future work of a similar nature. City, therefore, agrees to allow Consultant to describe this project in its statements of qualifications and related materials.

(16) **DISPUTES.** The parties shall make a good-faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation between the parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to recover from the unsuccessful party(ies) any and all attorney's fees, disbursements and costs incurred by the prevailing party in such litigation or arbitration.

(17) **SEVERABILITY.** If any terms, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this Agreement.

(18) **LIABILITY.** The liability of Consultant, and of Consultant employees and sub consultants, to City shall not exceed the limits of Consultant's insurance policies as specified in Section (10).

(19) **ESTIMATES OF OPERATING COSTS AND RATES.** Evaluations of the City's programs, project budget, preliminary estimates of construction, costs, service rates and/or operating costs, if any, prepared by Consultant represent Consultant's best judgment as a professional familiar with such costs. It is recognized, however, that Consultant has no control over the cost of labor, materials or equipment, over the contractors or operator's methods or market conditions.

Accordingly, Consultant does not warrant or represent that the actual prices will not vary from estimates prepared as part of the Scope of Work.

(20) **SUSPENSION.** If the project is suspended in whole or in part, for more than sixty (60) days, Consultant shall be compensated for all services performed and expenses incurred prior to receipt or written notice from the City of such suspension. If the project is resumed after being suspended for more than sixty (60) days, Consultant's compensation shall be equitably adjusted to reflect shutdown and start up costs incurred and rate escalations if any.

(21) **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement for cause. Prior to such termination, a notice shall be sent to the party in default requiring remedy within seven (7) days. If the default is not cured within this time period, the party initiating termination may terminate this Agreement. In the event of termination, Consultant shall be paid for all work completed prior to termination.

(22) **ENTIRE AGREEMENT.** This Agreement will be for a period of three years and may be renewed annually thereafter provided that terms and conditions remain the same or as mutually agreed upon by the parties. This Agreement embodies the entire Agreement between Consultant and City. Each represents that in entering this Agreement it does not rely on any previous oral or implied representations, inducement or understanding of any kind or nature.

This Agreement shall be effective at such time as each party is in possession of a copy, whether by original or fax, bearing the signature of the other.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on the day and year first above written.

CITY OF MONTEBELLO

Date 1/27/05 By: William M. Molinari

William M. Molinari, Mayor

Attest: Robert J. King

Robert J. King, City Clerk

CONSULTANT

Date 1/31/05 By:

Mr. Jeff Camera, Consultant

Attachment "A"

SCOPE OF WORK

The City will utilize the services of a Solid Waste Management firm to successfully administer Montebello's Solid Waste Program and assist the City with State Assembly Bill 939 (AB939) compliance. The proposed services should be estimated on an annual basis, July through June, and will commence upon execution of the contract.

The proposal shall identify each task to be included as part of the scope. At a minimum these tasks shall include:

A. Annual Report

1. Prepare and submit the Annual Report including all forms, supporting documentation, and other pertinent information as required by the CIWMB (due by 8/1/05, 06). If necessary, will include calculations and supporting data developed for an alternative diversion rate calculation. Prepare a draft report for City review at least one month prior to submission date.

2. Research and respond to follow-up questions from the CIWMB.

B. Waste Reduction and Recycling Program Implementation

1. Coordinate with staff to plan an annual local Business Awards Program in coordination with the Montebello Chamber of Commerce. Includes identifying businesses, preparation of write-ups on the businesses and production of a media press release.

2. Coordinate and plan 2 backyard-composting workshops. Workshops should include coordination with the County program for appropriate materials and curriculum, coordinate with City staff regarding location, date and production of a flier for citywide distribution.

4. Assist with the development of an educational program in conjunction with the Montebello Unified School District, other area schools, and the Department of Parks and Recreation.

C. Residential Franchise Agreement Implementation Assistance

1. Assist City staff on an as-needed basis with the implementation of a new Residential Franchise Agreement.

D. Commercial Hauler Technical Assistance

Administer the commercial franchise program to include:

1. Technical Assistance to Haulers i.e., guidance with recycling program implementation, assistance with quarterly reports and annual renewal forms, and overall compliance with programs.

2. Review of quarterly reports and annual renewal forms.

3. Monitoring haulers for program compliance.

4. Staffing of hauler assistance hotline.

5. Preparation/management of correspondence to/from haulers.

6. Annually conduct one Commercial Hauler Assistance Workshop.

7. Monitor Hauler Audit Correction Program. May include route audits, assistance with development of disposal reporting methodology, etc.

E. Hauler Audits

1. Conduct four (4) desk audits each quarter. Haulers will be selected randomly using the formats and protocols developed during the previous fiscal year.

2. Conduct an in-house audit for two (2) quarters and a desk audit for the remaining two (2) quarters of the haulers who had audit ratings of "unsatisfactory outcome: corrections required".

3. Prepare and submit audit results in written form to the City and the haulers. Audit reports should include recommendations for any necessary changes in methodology and/or record keeping for each hauler.

4. Conduct in-house hauler audits as necessary for situations such as license revocation, incorrect reporting, etc. and prepare a report of the findings.

F. Evaluation of Commercial Solid Waste Hauler Program

1. Conduct an annual evaluation of the Commercial Solid Waste Hauler Program due March 1 of every year.

2. Annually prepare and submit a report to City staff that summarizes the status of the Commercial Haulers. The report should include Hauler Audits information, a 12-month evaluation and proposed recommendations for each of the existing Commercial Haulers.

G. Additional Tasks

Consultant may identify additional tasks for consideration within this section.

GENERAL ADMINISTRATIVE INFORMATION AND REQUIREMENTS

A. Time Requirements

Project Timeline is estimated to be between one to two months.

B. Working Papers:

All data and working papers used for the RFP will remain the domain of the City upon completion of the project.

C. Project Staff

The successful proposer agrees **not to change** the assigned project staff without written consent of the City of Montebello.

D. Project Manager

Michele Haro, Public Works Manager, will be the designated project manager.

PROPOSAL FORMAT AND CONTENT

The Consultant's response to the City's Request for Proposal should provide the following information, using the same format and sequence:

A. Project Team

An organization chart indicating principals and key project team members together with an indication of their involvement in the project. Also provide resumes of the key personnel involved with this project including personnel from sub-consultants.

B. Firm's Experience

List a maximum of five projects of similar scope which your firm has conducted solid waste management services for other public agencies in the greater Los Angeles area. For each project, provide the following information: Name of City, address, annual project cost, date services began, date services ended, your project manager and key personnel names.

C. Project Implementation

Discuss the proposed methods, processes, technical activities and products that will be utilized to implement solid waste management services as identified in **"Scope of Work"**. Also identify any potential problems or areas of concern anticipated with the program requirement and objectives.

D. Project Schedule

Provide a schedule identifying milestones for the major tasks of the project, beginning with the Execution of Contract (Section 8, Attachment "C" of Agreement).

E. Resources Requirements

Provide a brief description of the proposed project personnel by function, man-hour and fee estimate by item identified in **"Scope of Work"**. Please state all assumptions upon which the estimates are based. Also provide a total "Not to Exceed" fee for the project.

F. Fee Schedule

Provide the hourly rates of all personnel assigned to the project. These rates will be used to negotiate any additional work the City may request.

G. Agreement

Attachment "B" is a copy of the City's professional service agreement. A statement MUST be made in the proposal that all terms and conditions are acceptable.

H. Insurance

Proof of insurance requirements addressed in the professional service agreement of this Request for Proposal shall be submitted by the selected Consultant upon execution of the contract for submittal to the City Council.

The selected Consultant must submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant, and that the Consultant understands said coverage is prerequisite for entering into an agreement with the City. The Consultant is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in the consultant's disqualification.

I. Reference

List of at least three (3) references for similar projects must be provided. Include contact person, address, and telephone number.

SUBMITTAL OF PROPOSAL

Six (6) copies of the proposal shall be presented in a sealed envelope bearing the name, address and telephone number of the individual or entity submitting the proposal and shall be addressed to **MS. MICHELE HARO, PUBLIC WORKS MANAGER, DEPARTMENT OF PUBLIC WORKS, CITY OF MONTEBELLO, 1600 WEST BEVERLY BOULEVARD, MONTEBELLO, CA 90640-3932.** The envelope shall be clearly marked with the notation "**DO NOT OPEN – PROPOSAL**". The proposal shall be delivered to the addressee on or before 5:00 p.m. on Monday, December 13, 2004.

SELECTION PROCEDURES

Criteria for the evaluation of the proposals may include, but need not be limited to the following:

A. Completeness of proposal.

B. Firm's and key project team member's experience in performing similar services.

C. Consultants demonstrated understanding of the scope of work.

D. Quality of work previously performed by the firm.

E. The resources and fee required to perform the requested services.

F. The consultant's comments on the professional services agreement.

G. References

A "Short List" of firms will be selected for further consideration and may be contacted to arrange an interview with City Staff.

ORAL INTERVIEWS

In addition to the written proposal, each firm may be asked to make an oral presentation to a Selection Advisory Committee.

The Consultant should have available the Project Manager and the key project team member(s) to discuss the following:

A. The major elements of the proposal and be prepared to answer questions clarifying their detailed proposal.

B. A description of previously related experience for key project team member(s).

C. The proposed man-hour resources and total project fee.

RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reduce or revise elements of the scope of work prior to the award of any contract. Furthermore, the City reserves the right to reject any and all proposals submitted; and no representation is made hereby that any contract will be awarded pursuant to this Request for Proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer.

All proposals submitted to the City in response to this Request for Proposals shall become the property of the City.

QUESTIONS

If there are any questions regarding this Request for Proposal, please contact Ms. Michele Haro, Public Works Manager, at (323) 887-4611.

MCA
Cost Proposal for Scope of Work #4
Solid Waste Management Services for the City of Montebello

	Rate	Hours	Total	Extended Total
Annual Reports *(Assumes that no information is readily available and accounts for limited diversion studies if necessary)*				
Principal Consultant	$85.00	60.00	$5,100.00	
Senior Consultant	$75.00	50.00	$3,750.00	
Associate Consultant	$55.00	20.00	$1,100.00	
TOTAL		**130.00**		**$9,950.00**
Waste Reduction and Recycling Program Implementation				
Principal Consultant	$85.00	60.00	$5,100.00	
Senior Consultant	$75.00	75.00	$5,625.00	
Associate Consultant	$55.00	120.00	$6,600.00	
TOTAL		**255.00**		**$17,325.00**
Residential Franchise Agreement Implementation				
Principal Consultant	$85.00	20.00	$1,700.00	
Senior Consultant	$75.00	10.00	$750.00	
Associate Consultant	$55.00	20.00	$1,100.00	
TOTAL		**50.00**		**$3,550.00**
Commercial Hauler Technical Assistance *(assumes 3/4 hour per month for 17 haulers = 153 hours for reporting)*				
Principal Consultant	$85.00	80.00	$6,800.00	
Senior Consultant	$75.00	40.00	$3,000.00	
Associate Consultant	$55.00	60.00	$3,300.00	
TOTAL		**180.00**		**$13,100.00**
Hauler Audits *(Rates assume 16hrs per hauler x 17 Haulers = 340 Hours)*				
Principal Consultant	$85.00	190.00	$16,150.00	
Senior Consultant	$75.00	42.00	$3,150.00	
Associate Consultant	$55.00	40.00	$2,200.00	
TOTAL		**272.00**		**$21,500.00**
Evaluation of Commercial Solid Waste Hauler Program				
Principal Consultant	$85.00	40.00	$3,400.00	
Senior Consultant	$75.00	0.00	$0.00	
Associate Consultant	$55.00	15.00	$825.00	
TOTAL		**55.00**		**$4,225.00**
Additional Tasks				
Principal Consultant	$85.00	0.00	$0.00	
Senior Consultant	$75.00	0.00	$0.00	
Associate Consultant	$55.00	0.00	$0.00	
TOTAL		**0.00**		**$0.00**
NOT TO EXCEED AMOUNT		**942.00**		**$69,650.00**

Attachment C

MCA

Proposed Scheduled for Solid Waste Management Services for the City of Montebello

Milestone	Timeframe	
	Start	Finish
Meet with City Staff to ascertain specific City needs	February-05	February-05
Review City non-exclusive franchise requirements	February-05	February-05
Work with City to determine approved changes if any to forms and requirements	February-05	March-05
Notify haulers of mandatory hauler meeting	March-05	March-05
Conduct mandatory hauler meeting	March-05	March-05
Staff hauler assistance hotline	February-05	February-05
Develop annual report / submission to City	June-05	August-05
Local Business Awards Program - implementation	May-05	Continual
Backyard composting workshops	June-05	August-05
Implementation of educational programs	May-05	Continual
Residential Franchise implementation	As Needed	As Needed
Commercial hauler technical assistance	March-05	Continual
Hauler Audits (4)	March-05	March-05
Hauler Audits (4)	June-05	June-05
Hauler Audits (4)	September-05	September-05
Hauler Audits (4)	December-05	December-05
Evaluation of commercial solid waste program	February-05	February-05

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: **AUTHORIZE ISSUING A REQUEST FOR PROPOSAL (RFP) NO. 24 – 9 FOR THE SERVICE, REPAIR, AND MAINTENANCE OF EMERGENCY GENERATORS**

DATE: January 10, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposal (RFP) No. 24 – 9 for the service, repair, and maintenance of ten (10) Emergency Generators; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing an RFP for this service does not have a direct cost associated. At this point, the exact cost of services is unknown. Once the selection process is complete, Staff will return to the City Council requesting approval of a professional services agreement per Montebello Municipal Code Chapter 3.20 – Purchasing System guidelines. Appropriations exist in the Fiscal Year 2023-24 budget for these services, as they are currently being provided. However, depending on the cost proposal of the successful vendor chosen through the RFP process, a budget adjustment may be necessary. Therefore, any budget amendments will be made depending on the total cost of the services procured through the Request For Proposal (RFP) process at the time of contract award and approval, and subsequent budgets will include the appropriate amount of funding for these services.

BACKGROUND/DISCUSSION:

Staff is requesting authorization to issue a Request For Proposal (RFP) for the service,

repair, and maintenance of ten (10) emergency generators (RFP 24 - 9, Attachment A). The locations of the emergency generators -- all managed by the Department of Public Works -- are shown below:

Prime Site	1343 N. Montebello Blvd., Montebello, CA 90640
Golf Course	901 Via San Clemente., Montebello, CA 90640
Fire Station 55	600 N. Montebello Blvd., Montebello, CA 90640
Fire Station 56	1166 S. Greenwood Ave., Montebello, CA 90640
Police Station	1600 W. Beverly Blvd., Montebello, CA 90640
Garvey Reservoir	1395 S. Orange Ave., Monterey Park, CA 91755
Vernon	2800 S. Soto St., Huntington Park, CA 90255
City Hall	1600 W. Beverly Blvd., Montebello, CA, 90640
Fire Station 57	2950 Via Acosta, Montebello, CA 90640

Emergency generators are essential components of the City's infrastructure, supporting various operations at key locations inside and outside city limits. Proper maintenance and repair are vital to guaranteeing their functionality during times of crisis. The City's Public Works Department is responsible for the upkeep of these emergency generators and has deemed it necessary to engage external expertise to ensure the generators' reliability.

The maintenance services being sought are related to identifying a qualified service provider capable of ensuring the optimal functioning of emergency generators through award of a multi-year term agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

The anticipated Request for Proposal process is scheduled as follows:

- Release Solicitation — Monday, January 15, 2024
- Online Q&A Deadline — Wednesday, January 31, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, February 26, 2024, at 11 a.m. PDT
- City Review of Submissions — February 26, 2024/April 2024
- Interviews — TBD (If deemed necessary)
- Notifications Sent to Contractors — April 2024

- Award April/May 2024

SUMMARY:

Staff recommends that City Council authorize issuing a Request for Proposal (RFP 24-9) for service, repair and maintenance for emergency generators.

ATTACHMENT(S)

1. Attachment A - Request for Proposal_RFP No. 24-9

NEXT STEPS:

N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-9

Emergency Generator Maintenance and Repair Services

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Release Date: Monday, January 15, 2024
Due Date: Monday, February 26, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposal ("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 Bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
January 15, 2024

PROJECT
Emergency Generator Maintenance and Repair Services

PROPOSAL OWNER/CONTACT
City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887-1200 ext. 1378
Contact E-Mail: jcoiner@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Wednesday, January 31, 2024, at 11 a.m**. Prospective consultants 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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

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1.0 Notice Inviting Proposals

The City of Montebello ("City") seeks Proposals from qualified vendors/contractors to provide on-call repair and routine maintenance services for the City's emergency generators as described in the Scope of Work/Services section below. The City is seeking capable bidder(s) to work collaboratively with local staff to perform services requested in RFP 24-9. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposal (RFP) No. 24-9. 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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

Questions must be submitted by **Wednesday, January 31, 2024, at 11 a.m.**

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

Proposals must be submitted via PlanetBids by **Thursday, February 22, 2024, at 11 a.m.**

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

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2.0 Introduction

The City of Montebello (City) is soliciting proposals from qualified vendors/contractors to provide on-call repair and routine maintenance services for the City's emergency generators as described in the Scope of Work/Services section below. The City is seeking a capable bidder(s) to work collaboratively with local staff to perform the following tasks:

- Scheduled maintenance service
- On call/emergency repairs
- Utilization of standard warranty coverage (if available)
- Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime

The City owns ten (10) generators, nine (9) are located within the City and one (1) is in Monterey Pak. (locations provided in the Scope of Work section).

The bidder(s) awarded through this solicitation will be required to enter into an agreement with the City and provide proof of insurance. A sample agreement is attached as Appendix C, and the insurance requirements are listed in Section 9.0 - Standard Terms and Conditions.

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 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Monday, January 15, 2024
- Online Q&A Deadline — Wednesday, January 31, 2024, at 11 a.m.
- Deadline to Submit Responses — Monday, February 26, 2024, at 11 a.m.
- City Review of Submissions — February 26, 2024/April 2024
- Interviews — TBD
- Notifications Sent to Contractors — April 2024
- Award — April/May 2024

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4.0 Purpose

The City seeks a highly qualified vendor and/or contractor that will be required to provide on-call repairs and regular maintenance of the City's emergency generators, as described in the Scope of Work/Services section below. As part of the project, the City is looking for a capable bidder(s) who can work collaboratively with local staff.

The City is seeking to establish an agreement with the Consultant. The length of the agreement will be determined upon making a preliminary award selection.

5.0 Scope of Work/Services

The City's Department of Public Works is interested in awarding a professional service agreement(s) to repair and maintain ten (10) emergency generators. Locations and descriptions of the generators are as:

Prime Site — 1343 N. Montebello Blvd., Montebello, CA 90640
Manufacturer: Generac
Model: 4610501000
Serial Number: 2080283
Volts: 120/208
Phase: 3 PHA
Engine Description: FORD – Propane
Engine Number: 04QS35825
Engine Serial Number: 04QS35825

Golf Course — 901 Via San Clemente., Montebello CA 90640
Manufacturer: Generac
Model: 9574150100
Serial Number: 2097094
Volts: 120/208
Phase: 3 PHA
Engine Description: John Deere
Engine Number: 5030TF270
Engine Serial Number: PE5030T155558

Fire Station 55 — 600 N. Montebello Blvd., Montebello, CA 90640
Manufacturer: Cummins
Model: DSGAA — 7218050
Serial Number: 6080196791
Volts: 120/208
Phase: Single 3 PH
Engine Description: Cummins
Engine Number: 8CEXL0409AAB
Engine Serial Number: 04QS35825

Fire Station 56 – 1166 S. Greenwood Ave., Montebello, CA 90640

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Manufacturer: Kohler
Model: 80RE0ZJF
Serial Number: 33JVGMLG0005
Volts: 120/208
Phase: 3
Engine Description: John Deere
Engine Number: 4045
Engine Serial Number: PE4045N041859

Fire Station 56 – 1166 S. Greenwood Ave., Montebello, CA 90640
Manufacturer: Generac
Model: 7754370100
Serial Number: 2092284
Volts: 120/240
Phase: 1
Engine Description: John Deere
Engine Number: 503OTDF270OC
Engine Serial Number: 6JDXL03.0063 RS23692

Police Station – 1600 W. Beverly Blvd., Montebello, CA 90640
Manufacturer: Caterpillar
Model: SR4
Serial Number: 61A08255
Volts: 480 VOLTS/902 AMPS
Phase: 3
Engine Description: Caterpillar
Engine Number: 3412
Engine Serial Number: 8IZ13452

Garvey Reservoir –1395 S. Orange Ave., Monterey Park, CA 91755
Manufacturer: Olympian – KVA 3/5
Model: 94A02387-S
Serial Number: 2013035 (60 Hertz)
Volts: 120/240
Phase: 3
Engine Description: Generac
Engine Number: 83034 (5.7 L)
Engine Serial Number: N/A

Vernon – 2800 S. Soto St., Huntington Park, CA 90255
Manufacturer: Airman
Model: SDG40S
Serial Number: 1328B10182
Volts: 240/120
Phase: 3
Engine Description: Kubota

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Engine Number: V3300
Engine Serial Number: N/A

City Hall – 1600 W. Beverly., Montebello, CA 90640
Manufacturer: Generac
Model: 13778530100
Serial Number: 2113854
Volts: 277/480
Phase: 3
Engine Model: F2CE9685AEXX
Engine Number: OJ2611
Engine Serial Number (Type Code): SD0250KG178.7D18HPYY3

Fire Station 57 – 2950 Via Acosta, Montebello, CA 90640
Manufacturer: Kohler
Model: 30RE0ZK
Serial Number: 33DGGMKR0119
Volts: 240 (Diesel)
Phase: 1
Engine Description: Kohler
Engine Number: TY-KD12504TM/G18
Engine Serial Number: 5228403210

The City has a total of ten (10) generators. During the course of the service agreement, the City may obtain additional units and request maintenance and repair services for the new units. The City will work with the vendor/contractor to mutually agree upon service rates and require an amendment to the agreement for inclusion.

The services required include but are not limited to the following:

Scheduled Preventative Maintenance Service

Upon selecting a service provider, the City's representative shall work with the vendor/contractor representative to establish a preventative maintenance schedule. After establishing the schedule, the vendor/contractor will be required to notify the City's representative via e-mail one (1) week before scheduled visits. In addition, the vendor/contractor will maintain maintenance logs for all services at each site.

Quarterly Services are to be performed once every three (3) months and cover the following services:

- Perform comprehensive, detailed inspection of units/housing.
- Clean the unit/housing of dust and dirt accumulations.
- Lubricate grease fittings, generator bearings, and fan shafts.

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- Check battery voltages, charging rates, and specific gravities. Adjust as needed.
- Check generator brushes for proper tension/setting as equipped. Adjust as needed.
- Test safety alarm and contacts. Recommend repair as needed.
- Obtain a hot oil sample and submit it for analysis. Recommend replacement as required.
- Test safety alarms and contracts. Recommend repair as needed.
- Provide written labor and material costs for any repair or replacement work not included as part of maintenance service. Obtain written authorization from City staff to proceed.
- Return the unit back to its original mode of operation.

Annual Services to be performed once every twelve (12) months and cover the following:

- Change crankcase oil. Drain, contain, and dispose of waste oil by current environmental codes.
- Change oil filter(s), air filter(s), fuel filter(s), water separators, and coolant filter(s) as equipped. Replace filters to be disposed of by current environmental codes. Label the date of installation on the filters.
- Connect resistive or inductive load bank(s) as applicable to the generator.
- Run Load test with load for a two (2) hour duration (25/50/75 percent of nameplate rating for thirty (30) minutes, one (1) hour, respectively)
- Return the unit to its original mode of operation.
- Record readings, prepare report, and review with designated City staff. Provide written labor and materials costs for any repair or replacement work not included as part of regular maintenance. Obtain written authorization from City staff to proceed.
- Coolant system change, if required.

Automatic Transfer Switch (ATS) To be performed every twenty (24) months for all units at all sites, at the same time as the Annual Services, and covers the following:

- De-energize the transfer switch.
- Clean unit of dust and dirt accumulations.
- Clean open-type relays of dust/grease or oil.
- Inspect the unit for signs of arching, burning, hot spots, charring, or other damage.
- Inspect for loose, broken, or badly worn parts.
- Check terminal lugs and trip units for tightness/signs of overheating.
- Check main contacts. Check and re-tighten as needed.

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- Check manual switches for free movement and contact continuity.
- Check and adjust the relay finger if needed.
- Lubricate all components as required for proper operation.
- Check plug connections, if so equipped.
- Check door closure, locking bars, and handle mechanism for proper operation.
- Check the exercise timer, if so equipped.
- Perform transfer test of ATS under load.
- Check all components/timers for proper operation and sequencing. Check main power connections for heat build-up with an infra-red gun.
- Reset timers to manufacturer specifications and place in automatic mode.
- Return the unit to its original mode of operation.
- Record readings, prepare reports, and review with designated City staff. Provide written labor and material costs for any repair or replacement work not included as part of regular maintenance service. Obtain written authorization from City staff to proceed.

On-Call/Emergency Repair Service

In addition to providing routine scheduled maintenance service, the selected vendor/contractor must also provide on-call/emergency repair services that meet the following requirements:

- Availability via an emergency contact number 24-hours per day/ seven (7) days per week/ 365 days per year
- Vendor/contractor representative must respond on-site within two (2) hours of receiving the repair request.
- All work must be performed on a time and material basis, per contracted labor rates.
- Direct phone access to an on-call representative must be provided on planned Southern California Edison power outages for these sites.

Prospective bidders should provide their hourly rate for this service in the cost proposal.

Replacement Parts

Replacement parts for major system components are to be obtained from the Original Equipment Manufacturer (OEM). Replacement ancillary parts such as batteries, hoses, and clamps may be obtained from the OEM or a reputable manufacturer that provides high-quality ancillary components.

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Vendors/contractors responding to this solicitation should identify any standard discount rate(s) for parts in their cost proposal.

Qualifications

Vendors/contractors must meet the following minimum qualifications to be considered:

A. For emergency repair services, provide 24-hour service, seven (7) days per week, 365 days per year, with a two (2) hour maximum response time;

B. Have a facility within a reasonable distance of the City to conduct on-site repairs of small, removable parts;

C. Have at least one (1) certified electrician on the payroll;

D. Have the ability to provide fuel refilling services, if needed;

E. Maintain a sufficient number of staff generator-experienced service technicians;

F. Service personnel shall be factory-trained and certified;

G. Service personnel shall be HAZMAT certified to haul and dispose of all hazardous materials that may be encountered during maintenance and repair service.

The vendor/contractor agrees that all repair and maintenance services shall be performed by competent, trained personnel skilled in the work assigned, and they shall be certified to service the listed generators and related items/equipment and that all activity shall meet industry standards. Maintenance personnel shall have a minimum of five (5) years of proven work record on installing and maintaining the listed equipment and shall be manufacturer-certified where applicable.

Assigned technician(s) should familiarize themselves with each site and have adequate documentation for equipment maintenance, site layout, etc. The City will not pay for unnecessary "discovery time."

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

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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. Contractors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

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

1. Proposal Review: After the submission deadline, qualified professionals and/or firms specializing in generator maintenance will undergo evaluation. The best-qualified candidates in the field of generator maintenance and services will be invited for an interview.

2. Selection Criteria: The City will select an vendor(s), contractor(s), or organization(s) specializing in generator maintenance and services to provide the required services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process aims to engage the vendor(s), contractor(s), or organization(s) with the highest level of expertise and demonstrated experience in advancing municipal generator maintenance and service programs, as outlined in this request. Criteria for evaluation include, but are not limited to, the following:

    a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.

    b. Experience: The vendor(s), contractor(s), or organization(s) will provide information on their knowledge and experience in preparing and implementing generator maintenance and services in accordance with applicable rules and guidelines related to municipal programs.

    c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the maintenance and service to the generators.

    d. Performance: The vendor(s), contractor(s), or organization(s) must

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demonstrate the ability to deliver timely and high-quality generator maintenance and services.

e. Insurance Requirements: Proposals should include a statement demonstrating Consultant's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (See Appendix C)

Proposals will be evaluated based on the following qualitative and quantitative factors with the weighted values:

Categories	**Weighted Points**
Project Management Plan	30
Proposed Project Team	10
Qualifications and Experience	15
Technical Approach	25
Proposed Price	20
TOTAL	100

3. Interviews (Optional): If needed, selected consultants may be invited for an interview. City staff will confirm dates/times via e-mail or formal communication/letter.

4. Approval and Execution: Upon identification of a preferred vendor(s), contractor(s), or organization(s), a professional services agreement in substantially the same form as Appendix C – Sample Professional Services Agreement will be presented to the City Council for consideration and execution by the City Manager or designee.

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

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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@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.

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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 (Appendix C) shall be signed by the successful Contractor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Contractor 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 Contractor 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.

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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

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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

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- 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 Contractor 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 bid proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements / Prevailing Wages

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.

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E. **Prevailing Wages (Applicable):** Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

- No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.l(a)].
- No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.
- This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which are fully incorporated herein by this reference.

Wage Rates for State-funded Projects/Contracts

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations home page under www.dir.ca.gov/dlsr/ .

14.0 Records

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

15.0 Subcontractors

The Contractor shall be responsible for all work performed under the final agreement

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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 in this work shall be under the direct supervision of the Contractor 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 mutual understanding between the City and the Contractor. These changes will be processed by the City Manager.

17.0 Disclosure of Information

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

18.0 Ex-Parte Communications

Contractors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit contractors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

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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 bid 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 – References
Appendix C – Sample Professional Services Agreement

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City of Montebello
RFP 24 -9
Emergency Generators Maintenance and Repair Services
Appendix A – COST PROPOSAL

Maintenance Services

	Manufacturer	Model	Location Name	Location Address	Quartlerly	Annual	Biennial
1	Generac	4610501000	Prime Site	1343 N. Montebello Blvd., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
2	Generac	9574150100	Golf Course	901 Via San Clemente., Montebello CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
3	Cummins	DSGAA — 7218050	Fire Station 55	600 N. Montebello Blvd., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
4	Kohler	80RE0ZJF	Fire Station 56	1166 S. Greenwood Ave., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
5	Generac	7754370100	Fire Station 56	1166 S. Greenwood Ave., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
6	Caterpillar	SR4	Police Station	1600 W. Beverly Blvd., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
7	Olympian - KVA 3/5	94A02387-S	Garvey Reservior	1395 S. Orange Ave., Monterey Park, CA 91755	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
8	Airman	SDG40S	Vernon	2800 S. Soto St., Huntington Park, CA 90255	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
9	Generac	13778530100	City Hall	1600 W. Beverly., Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**
10	Kohler	30RE0ZK	Fire Station 57	2950 Via Acosta, Montebello, CA 90640	**$_____/Qtr**	**$_____/An.**	**$_____/Bi**

On-Call/Emergency Repair Services

		Rate	
		During Normal Business Hours	After Hours
12	On-Call/Emergency Repair Labor (Rate Per Hour)	$_____/Hr	$_____/Hr
13	Standard Discount % Rate For Parts (If Any)	_____%	

Business Name:_____

Name of Representative/Title:_____

Email Address:_____

Phone Number:_____

Signature:_____

City of Montebello
RFP 24 - 9
Emergency Generators Maintenance and Repair Services
Appendix B – REFERNCES

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

APPENDIX C

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 scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. 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. 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 scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

SAMPLE

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 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

SAMPLE

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

SAMPLE

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non- refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SAMPLE

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.

SAMPLE

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 $2,000,000 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

SAMPLE

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 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

SAMPLE

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:

SAMPLE

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.

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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: [ENTER EMAIL ADDRESS]

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

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

SAMPLE

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**

_____ _____

Raul Alvarez, City Manager Full Name, Title

ATTEST:

_____

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman, City Attorney

SAMPLE

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

ITEM # 19

APPROVAL OF MINUTES: OCTOBER 17, 2023, SPECIAL CITY COUNCIL MEETING; OCTOBER 25, 2023, CITY COUNCIL MEETING; OCTOBER 26, 2023, SPECIAL CITY COUNCIL MEETING; NOVEMBER 8, 2023, CITY COUNCIL MEETING; NOVEMBER 13, 2023, JOINT SPECIAL CITY COUNCIL AND PLANNING COMMISSION MEETING; NOVEMBER 22, 2023, CITY COUNCIL MEETING; DECEMBER 13, 2023, CITY COUNCIL MEETING

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

TUESDAY, OCTOBER 17, 2023 AT 11:45 AM

QUIET CANNON, CRYSTAL ROOM 1
901 VIA SAN CLEMENTE
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Torres called the meeting to order at 11:50 a.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, and Councilmember Tamayo. Councilmember Jimenez arrived at 11:51 a.m.

City Attorney Arnold Alvarez-Glasman, Senior Deputy City Clerk Kimberly Guillen and Management Analyst Samantha Nevarez were also present.

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.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

CLOSED SESSION

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

1. **PUBLIC EMPLOYEE APPOINTMENT**
   Government Code Section 54957
   Position: City Manager

2. 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

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 Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, Council provided direction 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 to further report.

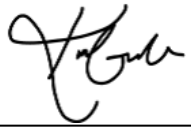
REGULAR BUSINESS - NONE

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.montebelloca.gov (Click on Live Stream).

Date and Posted: October 12, 2023, at 6:00 p.m.

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall, Quiet Cannon, 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, Senior Deputy City Clerk

Mayor Torres motioned, seconded by Mayor Pro Tem Peralta to adjourn the meeting at 7:10 p.m.

THE MINUTES OF OCTOBER 17, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

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.** 1

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10/17 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: S. Nevarez

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.** 2

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10/17 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: S. Nevarez

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 25, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

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 Melendez, and Councilmember Tamayo. Councilmember Jimenez arrived at 6:46 p.m. 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, 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 6:03 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Creswell, Vernon v City of Montebello
State Case No. BC673051
State Lead Case No. Consolidated with 20STCV49254
Federal Case No. 5:22-cv-00787

2. 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 motioned, seconded by Mayor Pro Tem Peralta to suspend the rules and begin the Regular Session earlier than usual; the motion passed unanimously.

Mayor Torres reconvened the meeting at 6:38 p.m.

Four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1 Council directed the City with a possible resolution, no action taken and nothing further to report; Item No. 2 a briefing was provided, no action taken and nothing further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by City Clerk Jimenez.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Arlene Salazar announced the following corrections: Item No. 9's recommendation is to approve an agreement for a total not to exceed $222,134.96. However, the contingency mentioned in the summary of the staff report is not needed. Item No. 16 was pulled for a staff presentation.

CEREMONIAL ITEMS/PRESENTATIONS

3. OATH OF OFFICE FOR MIA FLORES, YOUTH AND EDUCATION COMMISSIONER
The Oath of Office was administered by Councilmember Tamayo.

4. MCAP QUARTERLY UPDATE
Sandra Olivas, MSW Social Worker Coordinator, and Jonathan Hernandez, Social Work Supervisor, provided a presentation regarding the item.

Councilmember Melendez commended staff for their work and inquired about the registration list for the tiny homes and donations.

Councilmember Tamayo requested clarification on the tiny homes waitlist.

Mayor Pro Tem Peralta asked when the second MCAP team would come to fruition. She also inquired about the timeline and transition period for those individuals housed in the Tiny Homes.

DRAFT

MSW Social Worker Coordinator Olivas, Social Work Supervisor Hernandez, and Senior Management Analyst Andrew Leon provided clarification.

Councilmember Jimenez invited the public to the clothing and shoe drive hosted by the Run Montebello Run Group.

Mayor Torres requested the long-term success rate for individuals who are transferred to permanent housing. He also asked how the underpass cleanup was conducted. Mayor Torres requested to meet with staff to discuss a better solution to clean the Rio Hondo Chanel. He also inquired about the You-Are-Home Initiative. He further asked if the QR Code was ready and directed staff to add the QR Code to the Montebello App.

Mayor Torres asked if the information could be sent to Rubio in addition to a presentation provided in the past.

5. INCLUSIONARY HOUSING PRESENTATION

Julie Cooper of Economic and Planning Systems provided a presentation on the item. The presentation included information on the study process, project timeline, market conditions, feasibility methodology, findings, and next steps.

Councilmember Melendez inquired about the drop in inclusionary housing.

Councilmember Tamayo inquired about the other cities that were also part of the study.

Mayor Pro Tem Peralta suggested having a Special Study session to discuss adopting an ordinance for housing.

Mayor Torres requested that the feasibility study be posted on the City website; he further asked clarification questions regarding the presentation.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to schedule a Special Study Session for further discussion.

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 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.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Acting City Manager Salazar announced the upcoming City-Wide events, including the Halloween Fest and the Dia de los Muertos Community Altar Display.

REGULAR BUSINESS

6. FISCAL YEAR 2023-24 FIRST QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and presentation on the Fiscal Year 2023-24 First Quarter Budget Report; and,

DRAFT

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

Director of Finance Michael Solorza provided a presentation of the item. The presentation included an overview of Fiscal Year 2022-23 unaudited results, Fiscal Year 2023-24 projections, revenue highlights, expenditure updates, and hotel operations updates.

Councilmember Tamayo asked for clarification on the updated forecast.

Mayor Pro Tem Peralta recognized the collaborative effort to provide monthly reports to the public.

Mayor Torres inquired about the City's strategy to maintain a healthy reserve; he requested a memo or an agenda item presentation explaining how the City plans to spend reserve funds.

Director Solorza provided clarification and agreed to provide additional information for the Council.

Mayor Torres also requested the sales tax revenue from the Market Place compared to the sales tax that the City received from Costco. He also noted that there was an excess of funds from the Taylor Ranch Project. He suggested holding the funds for the maintenance and upkeep of City Artwork.

Mayor Torres motioned, seconded by Mayor Pro Tem Peralta, to schedule a Strategic Planning Session in January or February 2024; 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.

Mayor Pro Tem Peralta pulled Item No. 8; Item No. 14 was pulled by a member of the public; Item No. 16 was pulled by staff for a presentation.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Item No's. 7, 9 (as amended), 10-13, 15, and 17 be approved; the motion passed unanimously.

7. FIRST QUARTER FISCAL YEAR 2023-24 TREASURER'S REPORT (AS OF SEPTEMBER 30, 2023)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023 (First Quarter of Fiscal Year 2023-24).

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

8. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4152 FOR A PARK AMENITIES ACCESSIBILITY ASSESSMENT (RFP NO. 24-2) TO "COMMUNITY WORKS GROUP DESIGN"

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4152 to "Community Works Design Group" in an amount not-to-exceed Seventeen Thousand Four Hundred Forty Five Dollars ($17,445) annually for a Park Amenities Acessibility Assessment; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of $17,445 in Account No. 100-70-700-6040.10; and
4. Take such additional, related action that may be desirable.

M*ayor Pro Tem Peralta spoke in favor of the item.*

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

DRAFT

9. UNINTERRUPTED POWER SYSTEM (UPS) REPLACEMENT - MONTEBELLO POLICE DEPARTMENT 911/COMMUNICATION CENTER

RECOMMENDATION: It is recommended that the City Council:

1. Determine and find that the replacement is of an emergency nature and required to prevent interruptions to the Montebello Police Department 911/Communication Center; and
2. Authorize the City Manager to execute a professional service agreement with Computer Protection Technology for the replacement of the uninterrupted power system (UPS) and Amend the Fiscal Year 2023-2024 budget by increasing appropriations by $222,134.96 in Account No. (230-99-847-6010.10) for the emergency replacement; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item with the amendment to remove contingency costs; the motion passed unanimously.

10. APPROVE PURCHASE OF REPLACEMENT POLICE DEPARTMENT VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of two (2) vehicles from Ford of of Montebello (Ford Explorer) and Camino Real Chevrolet (Chevrolet Tahoe) for use by Police Department administrative (command) staff; and
2. Authorize the surplus of unneeded or otherwise unnecessary police vehicles; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT24122, in the amount of $145,000; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by $145,000 in grant Account No. 265-8013-800, OTS-STEP Grant, PT24122 FY 2023-24 (Overtime, Other Direct Costs and Travel and Meetings); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

12. APPROVE ISSUING A BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) NO. 24-7

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

13. AMEND THE FISCAL YEAR 2023-24 TRANSIT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

DRAFT

1. Amend the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2023-24 by increasing appropriations in the various accounts as detailed on Attachment A in the total amount of $10,790,471; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

14. APPROVE ISSUING A REQUEST FOR PROPOSALS FOR AN ART ADVISORY CONSULTANT TO SUPPORT AND FACILITATE THE ART IN PUBLIC PLACES PROGRAM AND PERFORM ADDITIONAL RELATED AS-NEEDED SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Request for Proposals ("RFP") for an Art Advisory Consultant to Support and Facilitate the Art in Public Places Program and Perform Related As-Needed Services; and,
2. 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 cards are on file at the City Clerk's office.

Mayor Pro Tem Peralta motioned, seconded by Mayor Torres, to approve the item; the motion passed unanimously.

15. ADOPT RESOLUTION NOS. 23-76 AND 23-77 APPROVING THE JOB SPECIFICATION AND SALARY RANGE FOR THE FULL-TIME EQUIVALENT CLASSIFICATION OF ELECTRICIAN AND PLUMBER

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-76 approving the job specification for the full-time equivalent (FTE) classification of Electrician and Plumber; and
2. Adopt Resolution No. 23-77 approving the compensation plan to include the salary range for both the FTE classification of Electrician and Plumber (Range 27: $63,242 – $78,980); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

16. APPROVE AGREEMENT NO. 4158 WITH FLO-SERVICE, INC. FOR MAINTENANCE AND REPAIRS FOR THE SEWER LIFT STATION AT 348 E. LINCOLN AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No.4158 with Flo-Services for repairs for the Sewer Lift station at 348 E. Lincoln Avenue at Sanchez Drive in the total amount of $235,432 under the authority of Montebello Municipal Code (MMC) Section 3.20.050(D); and,
2. Approve issuing a purchase order to A-n-W Construction for sidewalk repairs in the amount of $10,818; and
3. 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
4. Authorize issuing a request for Proposals (RFP) for the maintenance, operation, and repairs of the four (4) sewage pump stations at Lincoln Avenue at Rancho Drive, Natasha Lane cul-de-sac, Lincoln Avenue at Sanchez Drive, and Grant Rea Park; and
5. Take such additional, related, action that may be desirable.

Acting Public Works Director Rita Montalvo provided a presentation on the item.

Councilmember Tamayo inquired if the City was paying for the damage or if the insurance was paying for a portion.

Acting Director Montalvo stated that the City's Risk Management Division was working with the property insurance carrier

DRAFT

to receive reimbursement.

Councilmember Melendez, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-75 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 25, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-75 approving the Warrant Register dated October 25, 2023.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; 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).

None.

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

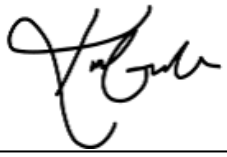
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on November 8, 2023, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

DRAFT

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 29, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo to adjourn the meeting at 9:18 p.m.

THE MINUTES OF OCTOBER 25, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

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: 10/25/2023 **TIME RECEIVED:** 5:45pm

SPEAKER'S FULL NAME: MICHAEL CHEE **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.** #14

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10/23 **TIME RECEIVED:** 6:36

SPEAKER'S FULL NAME: Linda Nellas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

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: 10/25 **TIME RECEIVED:** 6:36

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

October 25, 2023

Good evening

I address this public comment directly to you Torres, at the last meeting you interrupted my three minutes during my public comments. Maybe since you no longer have a paralegal certification since you were fired from the LA City Attorney's office, you've forgotten what First Amendment rights are.

Here's a copy I received of the booklet from the ACLU, I've provided you with a copy . It is from the office of the real ACLU, not the office that sent a letter to the city by a lawyer, your friend that worked for donations division, not the legal department.

Also, before you give yourself credit, you really should do your homework. You are not the first mayor to hold State of the City free for community. That was former Mayor Vivian Romero, when she held two state of the city, one was a luncheon and second was dinner in evening for those residents that work and could not attend during the day. Both were freed and meals were provided at the Quiet Cannon. Mayor Romero had sponsors that paid for all the costs.

During her State of the City, she had Directors speak on each department's accomplishments, that's what a true leader does gives credit where it's due.

I did not hear you give credit for the report you read, or slideshow provided for you. Yet you took credit for everything,

AMENDMENTS
TO THE CONSTITUTION

THE BILL OF RIGHTS
(the first 10 amendments)
was ratified December 15, 1791

AMENDMENT 1.

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

AMENDMENT 2.

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

AMENDMENT 3.

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

January 9, 2023

Attn: Rene Bobadilla
Montebello City Manager

The reason for writing this letter directly to you is, on 1/21/2022 I sent in an email regarding the complaint about David Torres constant contacting of me thru varies avenues.

Last year I sent in an email stating my opinion of Torres' conduct towards other on Council and his disrespect of staff.

I received a phone call from Torres, and I asked him how he got my phone number, I never gave my permission to have my information released to anyone. He continued to tell me I was wrong, and I told him it's my First Amendment Rights to speak my concerns and opinions. I told him do not call me again I am not interested in anything you have to say.

I wrote a second email and again Torres contacted me thru a text message, my answer to him was do not text me.

He later sent me an email, guess Torres thinks he's smart because he stopped calling and texting, so he emailed me. I warned Torres I would file a complaint with the Montebello Police Department if he did not stop harassing me by any source of contact.

Last Month Torres went to extremes to find me on Instagram, it is not by my name, asking me to follow him. I am a straight man, and I am not interested in a gay man constantly harassing me period.

I would ask Attorney Glasman to be held responsible for denying by First Amendment Rights, by protecting Torres. What I wrote was the truth I have screenshots of Torres phone number, texts, and email. I also plan to file a complaint with the ACLU against both for denying my First Amendment rights by not reading my email into the record.

I would recommend Glasman not be allowed to conduct meetings and instead send another member of his law firm. Someone that can be impartial, unlike Glasman, has proven not to be.

Please I do not want to be called by anyone, this is my First Amendment Right to speak my opinions and concerns.

Thank you,
Jose C Lopez
[redacted]

AMENDMENTS
TO THE CONSTITUTION

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CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

THURSDAY, OCTOBER 26, 2023 AT 4:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 4:00 P.M.

Mayor Torres called the meeting to order at 4:01 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Melendez, and Councilmember Tamayo. Councilmember Jimenez arrived at 4:38 p.m.

City Attorney Arnold Alvarez-Glasman and Senior Deputy City Clerk Kimberly Guillen were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the following items for Closed Session:

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.

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.

CLOSED SESSION

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

1. **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 6:30 p.m.

All five members were present to discuss the Closed Session item. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1; City Council discussed the appointment of a City Manager, and direction was given to the City Attorney's Office for possible negotiation for a candidate.

REGULAR BUSINESS - NONE

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 8, 2023, at 6:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

Date and Posted: October 23, 2023 at 5:30 p.m.

I, Kimberly Guillen, Senior 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, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 6:31 p.m.

THE MINUTES OF OCTOBER 26, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

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.** 1

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10/26 **TIME RECEIVED:** _____

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, NOVEMBER 8, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

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 City Treasurer Matanga were also present.

City Attorney Gloria Ramirez, 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 Gloria Ramirez 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.

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

a. Government Code Section 54956.9(d)(1)
Proposed Class Action Settlements

City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG
City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

b. Government Code Section 54956.9(d)(1)
Keller vs. City of Montebello, et al.
Case No: ADJ5593999, ADJ5594000, ADJ5594001

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One matter related to the Brownfield Overlay Zone

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:59 p.m.

All five members were present to discuss all Closed Session items. City Attorney Gloria Ramirez provided the following report to City Council: Item No. 1a, a briefing was provided, and the Council approved direction not to opt out of the class action settlement; Item No. 1b, Council received a briefing and approved the proposed settlement on the matter; Item No. 2. Council received a briefing and provided direction to the City Attorney's Office, no action was taken, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Salazar announced the following corrections: Item No. 21 should state Agreement 4162; Item No. 6 should be Human Rights Month. Human Trafficking Awareness Month will be recognized in January.

CEREMONIAL ITEMS/PRESENTATIONS

3. CITIZEN OF THE MONTH - ABRAHAM LIM
Presented by Mayor Torres.

4. MOVEMBER
Presented by Mayor Torres.

5. ALZHEIMER'S DISEASE AWARENESS MONTH
Presented by Mayor Torres.

6. HUMAN TRAFFICKING AWARENESS MONTH
Mayor Torres presented the Proclamation for Human Rights Month.

7. ATHENS SERVICES - SERVICE UPDATES
Jessica Alveranga, Government Affairs Director of Athens Services, provided a presentation of the expected changes, including the first compost mulch giveaway, statistics of trash that has been diverted, and bulky items.

Mayor Pro Tem Peralta requested clarification about reporting bulky items.

Councilmember Melendez thanked Government Affairs Director Alveranga for clarifying the new Senate Bill 1383.

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Government Affairs Director Alveranga stated that she would be open to partnering with the Council to provide educational material for social media.

Mayor Torres asked how often lid flippers are done.

Government Affairs Director Alveranga provided clarification.

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.

Mayor Torres directed staff to contact several speakers to follow up on their concerns.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Acting City Manager Salazar invited the community to the following events: Veterans Day Memorial Event on November 11, 2023, at Montebello City Park; Winder Wonderland on December 2, at City Hall; and Lunch with the Montebello Police Chief Espinosa on December 6, at the Ark of Montebello.

PUBLIC HEARING

8. WAIVE FIRST READING AND INTRODUCE ORDINANCE NO. 2466 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. PC-2023-0012-GPA-ZC-LLA) FOR THE PROPERTY LOCATED AT 437 N. SPRUCE STREET TO ALLOW ZONING CONFORMITY FOR THE EXISTING COMMERCIAL AND RESIDENTIAL USES AT THE PROJECT SITE

RECOMMENDATION: It is recommended that the City Council:

1. Uphold the recommendation from the Planning Commission to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2023-0012-GPA-ZC-LLA to amend the General Plan Designation from Boulevard Commercial to Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) and approve a Zone Change (ZC) from C-1 (Neighborhood Commercial) to C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) to allow the existing commercial and residential uses at 437 N. Spruce Street, Montebello, California 90640 (the "Project Site") to be properly designated, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive first reading and introduce Ordinance No. 2466 approving a GPA and ZC (Case No. PC-2023-0012-GPA-ZC-LLA) for the property located at the Project Site; and
3. Find and determine the GPA and ZC 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. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related, action that may be desirable.

DRAFT

Mayor Torres opened the Public Hearing at 8:07 p.m.
There were no speakers, and the Public Hearing was closed at 8:07 p.m.

Councilmember Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

REGULAR BUSINESS

9. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2467 ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO AND CITY SEAL ADOPTED AND ADDED"

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2467(Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010; and
2. Take such additional, related action that may be desirable.

Mayor Torres suggested a minor amendment to the City Logo. He asked that the word "Elevate" be removed and further stated that anything that has been printed currently does not require to be changed.

Councilmember Melendez asked if there was any financial impact of changing the logo.

Mayor Torres motioned, seconded by Mayor Pro Tem Peralta, to approve the litem; the motion passed by the following vote:

MOVED: Torres	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Peralta, Melendez, Tamayo, Torres*		
NOES: *None*		
ABSTAIN: *Jimenez*		
ABSENT: *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.21. Members of the Public pulled Item no's. 13, 18, and 21 for comments.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, that Item No's. 10 -12, 15-20, and 22-26 be approved; the motion passed unanimously.

10. APPROVE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA's) AND NECESSARY ACCESSORIES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to execute an agreement with L.N. Curtis and Sons, Inc. for a not-to-exceed amount of $418,500 for the purchase of 25 Self-Contained Breathing Apparatus (SCBA's) Harnesses, 52 SCBA cylinders, 85 SCBA Masks, one (1) SCBA Rapid Intervention Crew (RIC) System and necessary equipment and accessories; and

DRAFT

2. Find that the use of the pre-bid Sourcewell contract #032620-LNC conforms with Montebello Municipal Code Chapter 3.20.050 (F) Cooperative Purchase; and
3. Approve the surplus of the unneeded Self-Contained Breathing Apparatus (SCBA's) and any associated equipment; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $418,500 in Account No. 100-85-860-6010.60 (General Fund, Fire, Suppression, Machinery and Equipment - Personal Protective Equipment); and
5. Take such additional, related actions necessary.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

11. APPROPRIATE FISCAL YEAR 2023 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects, Grant Award Number 15JCOPS-23-GG-01727-LEMH, in the amount of $197,250; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by the following amounts in Account Nos. 265-80-833-5010.10- Grants, Police Department, LEMHWA - Mental Health Wellness, Overtime, $27,250: 265-80-833-6040.10 - Other Contract Services: $146,000, 265-80-833-6010.40 - Machinery and Equipment Computer Software: $24,000, and 265-99-4198.23 - Grants, LEMHWA Mental Health Wellness (Revenue) $197,250; and,
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

12. MONTEBELLO TORNADO EVENT UPDATE REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File Montebello Tornado Event Update Report; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

13. ADOPT RESOLUTION NO. 23-78 APPROVING VEHICLE MILES TRAVELED (VMT) THRESHOLDS AS REQUIRED BY SENATE BILL 743

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-78 approving a threshold of significance and screening criteria for purposes of analyzing transportation impacts pursuant to the California Environmental Quality Act ("CEQA") using Vehicle Miles Traveled ("VMT") as required by Senate Bill 743 and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Determine and find that the subject is not a project within the meaning of the CEQA Guidelines Section 15378 and is therefore not subject to CEQA.
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. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

DRAFT

Mayor Torres requested staff to add suggested ideas and requested a memo.

Councilmember Torres motioned, seconded by Councilmember Melendez; the motion passed unanimously.

14. 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(F) and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Department Building; and
3. Authorize the Acting City Manager to execute professional service agreements with Office Solutions Business Products & Services LLC (DBA: Blue Space Interiors), Pro Ceramic Tile, Mr. Rooter Plumbing, Western Audio Visual, and Premier Wall Systems for the repair of the first floor of the Montebello Police Department; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $500,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements); and
5. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

15. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3798 WITH ALLIED UNIVERSAL TO PROVIDE JAIL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3798 with Allied Universal for professional services operating the Montebello Police Department's Type 1 Jail Facility which will exercise the first of the provided two (2) year extensions; 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.

Councilmember Melendez motioned, seconded by Councilmember Tamayo to approve the item; the motion passed unanimously.

16. AMEND THE FISCAL YEAR 2023-24 BUDGET BY INCREASING APPROPRIATIONS IN THE AMOUNT OF $2,100,000 FOR THE MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Budget by increasing appropriations in the amount of $2,100,000 in Account No. 263-30-340-6040.45 (Sewer Infrastructure Improvement, Pubic Works, Sewer Maintenance, Contract Services-Sewer Maintenance) and Account No. 263-99-4025.10 (Sewer Infrastructure Improvement, SWRCB-Sewer Infrastructure Improvement) to fund the Downtown Sewer Infrastructure Improvement Project; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

DRAFT

17. APPROVE RECEIPT OF SUBWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES) FOR FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AND APPROPRIATE GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of $2,211,745 in grant funding awarded to the City by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program as a Subaward from the California Office of Emergency Services (Cal-OES); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $2,211,745 in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]) and Account No. 262-99-4198.15 (Cal-OES EOC, Cal-EOS [Revenue]); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

18. CALL FOR MEETING FOR NOVEMBER 22, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Regular City Council Meeting on November 22, 2023, to begin at 6:00 p.m. for closed session and immediately commence the open meeting at the conclusion of closed session and not wait until 7:00 p.m., or to commence the open meeting at 6:00 p.m. if there are no closed session items; and
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged two(2) 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.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously by the following vote:

MOVED: Peralta	***SECONDED: Tamayo***	***APPROVED: 3-2-0-0***
AYES: *Peralta, Tamayo, Torres*		
NOES: *Jimenez, Melendez*		
ABSTAIN: *None*		
ABSENT: *None*		

19. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP No. 24-9) FOR A SOURCE CAPTURE EXHAUST SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuance of a Request for Proposals (RFP No. 24-9) for a source capture exhaust system; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

20. APPROVE A REVENUE SHARING AGREEMENT No. 4161 BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT FOR THE MONTEBELLO FIRE DEPARTMENT EDUCATIONAL AND TRAINING PROGRAMS

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the Acting City Manager to execute a Revenue Sharing Agreement No. 4161 between the City of Montebello and the Los Angeles Community College District (LACCD) for the Montebello Fire Department Educational and Training Programs; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

21. APPROVE REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND QUIET CANNON MANAGEMENT (QCM) TO INCLUDE PAYMENT OF PRIOR INVOICES AND AMEND THE FISCAL YEAR 2023-24 BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Reimbursement Agreement between the City of Montebello and Quiet Cannon Management, Inc. (QCM) related to the payment of invoices for "Campus Host Services" at Quiet Cannon for the period of July 2019 through September 2023; and
2. Approve the payment of invoices for landscape services of the surrounding areas at the Quiet Cannon for the period of January 2022 through September 2023; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $338,318 in Account No. 610-66-6040.10 (Golf Course, Quiet Cannon Perimeter, Other Contract Services); and
4. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged two(2) 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.

Mayor Pro Tem Peralta requested clarification of Section 2 of the agreement regarding the landscape services of the agreement. She further stated that given the lack of a contract agreement, she does not feel comfortable paying the invoices from 2019-2023.

Councilmember Melendez agreed with Mayor Pro Tem Peralta's comments.

Councilmember Tamayo asked if there was an agreement

Acting City Manager Salazar provided clarification of the master agreement and amendments.

Mayor Peralta motioned to approve staff recommendation no. 2 and give staff direction to negotiate recommendation no. 1; seconded by Councilmember Melendez; motion passed unanimously.

22. APPROVE SOLE-SOURCE PURCHASE OF A FARO TECHNOLOGIES, INC. TRAFFIC LASER SCANNER

RECOMMENDATION: It is recommended that the City Council:

1. Approve a sole-source purchase order with Faro Technologies, Inc, for the total not-to-exceed amount of $65,000 to procure a laser scanner used for traffic accident 3-D reconstruction; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

23. AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION OF THE SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

DRAFT

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Plans and Estimate for the Construction of the Senior Center Renovation Project at 115 S. Taylor Avenue; and
2. Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
3. Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the notice of Exemption with Los Angeles Registrar-Recorder; and
4. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

24. APPROVAL OF COOPERATIVE AGREEMENT NO. 4160 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR WASHINGTON BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4160 (Attachment A) with the Los Angeles County Department of Public Works for the Washington Boulevard Traffic Signal Synchronization Program (TSSP); and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by allocating unprogrammed funds in fund 215 (Proposition C) by increasing appropriations by $559,800 (Account No. 215-99-7116, Proposition C, Improvements other than Building); and
4. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

25. APPROVAL OF MINUTES: OCTOBER 11, 2023 CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

26. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-79 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 08, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-79 approving the Warrant Register dated November 08, 2023

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

The City Clerk's Office acknowledged two(2) 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.

DRAFT

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.

- **Scarlet Peralta, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Salvador Melendez, Councilmember**

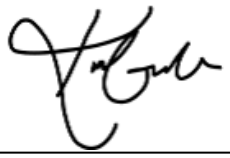
- **Georgina Tamayo, Councilmember**

- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on November 22, 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, November 5, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 8:39 p.m.

THE MINUTES OF NOVEMBER 8, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

DRAFT

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: 11-8-23 **TIME RECEIVED:** 5:49 #1

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** 323-724-4840 (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: 11-8-23 **TIME RECEIVED:** 5:49

SPEAKER'S FULL NAME: Arlene Lopez #2 **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: 11-08-23 **TIME RECEIVED:** 5:54

SPEAKER'S FULL NAME: TERESA CASTILLO **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: 11/8 **TIME RECEIVED:** 5:55

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. 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: 11/8/23 **TIME RECEIVED:** 6:28pm

SPEAKER'S FULL NAME: Liz Reyes **PHONE:** (323) 5337965 (Optional)

ADDRESS: 816 Frankel Ave., MTY (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:** stop signs needed down Oakwood & Date St.

MEETING DATE: 11/8/23 **TIME RECEIVED:** 6:30

SPEAKER'S FULL NAME: Darlene Alcala **PHONE:** 310 405-5661 (Optional)

ADDRESS: 1344 Carob Way

ORGANIZATION REPRESENTED: personal (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.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** speeding vehicles / parking violations / sidewalks disrepair

MEETING DATE: 11/8/23 **TIME RECEIVED:** 6:31

SPEAKER'S FULL NAME: Mel & Joe Contreras **PHONE:** 310 [illegible] 7642 (Optional)

ADDRESS: 1361 S. 4TH ST. Montebello, 90640 (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. 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: 11-8-23 **TIME RECEIVED:** 6:39

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: 11-8-23 **TIME RECEIVED:** 6:39

SPEAKER'S FULL NAME: Margie Duarte **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: 8 NOV 23 **TIME RECEIVED:** 6:14 pm

SPEAKER'S FULL NAME: GREGORY GONZALEZ **PHONE:** _____ *(Optional)*

ADDRESS: 3525 VIA SAN DELARA MTB 90640 *(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: 8 NOV 2023 **TIME RECEIVED:** 0645

SPEAKER'S FULL NAME: Stephanie Chavez **PHONE:** _____ (Optional)

ADDRESS: 3525 ½A San Eduardo, Montebello 90640 (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: 4/8 **TIME RECEIVED:** 6:52

SPEAKER'S FULL NAME: Lynda Nicholas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCH 90640

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 ~~14~~ 13

SPEAKER CARD

Absent

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: Nov. 8 **TIME RECEIVED:** 7:01

SPEAKER'S FULL NAME: Vivian Romero **PHONE:** _____ *(Optional)*

ADDRESS: On File *(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. 1614

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: 11/8/23 **TIME RECEIVED:** 7:03

SPEAKER'S FULL NAME: Maria Knox **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.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/8/23 **TIME RECEIVED:** 7:29

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** 626-413-9595 *(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.** #18

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/8 **TIME RECEIVED:** 6:53

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

2 ✓

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.** # 18

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/8 **TIME RECEIVED:** 6:53

SPEAKER'S FULL NAME: Linda Mobles **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. 14 X51

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** 21

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General

MEETING DATE: 11/8/23 **TIME RECEIVED:** 7:01

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. ~~12~~ ~~13~~ 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.** 21

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Invoices for Camps Services

MEETING DATE: Nov. 8 **TIME RECEIVED:** 7:01

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

November 8, 2023

Good Evening Mayor Torres and Council,

This Saturday November 11th we celebrate Veterans Day. I hope to see all council members participating in celebrating and thanking our Veterans on their day and not a repeat of last year's no shows of Scarlet Peralta, David Torres and Georgina Tomayo. Although, Ms. Tomayo was not a council member at the time at least, Ms Tomayo, David Torres and Ms. Peralta's presents would have shown support towards our Veterans residents of our City of Montebello and employees of our city as it should be. Ms. Scarlet, I'm still in a quandary as to your citizenship maybe your supporters are concerned and would also like to know, specially Veterans, because of our Veterans you were able to accomplish the American dream.
Mr. Mayor there's also, proper protocol and decorum and should be rightly respect before any speech of yours or any one as follows:

- The Presentation of colors
- The Pledge of Allegiance
- The Stars Bangle Banner, Our National Anthem

Photographs taken should not block the Veterans Memorial Plaque.

I'd also like to take this opportunity to share with council, staff and audience the definition of a Veteran and I Quote:

"WHAT IS A VETERAN"

A "Veteran" whether active duty, discharged, retired or reserve, is someone who, at one point at his or her life, wrote a blank check made payable to "The United States Of America" for an amount of "up to" and include his or her life. "THAT IS HONOR" and there are way too many people in this country today who no longer understand that fact. To all the Veterans in the world, all past and present brothers and sisters who serve.

"THANK YOU WITH ALL MY HEART"

Only two defining forces have offered to die for you...
"JESUS CHRIST AND THE AMERICAN SOLDIER"!
One died for your soul, the other died for your freedom.

During this time, one might hear the expression referring to Veterans as "Former Veterans". Please understand and for the purpose of educating all, the oath all Veterans take and their DD214's "DO NOT HAVE AN EXPIRATION DATE"!

On behalf of the members of "MATCH 90640", we proclaim, Friday, November 10th "and wish "Happy 248th Birthday" to the "THE UNITED STATES MARINE CORPS", "SEMPER FI"….. WHOO-RAH…...

Respectfully,
Anna B. Jurado

November 8, 2023

P.O. Box 1262
Montebello, Ca. 90640

Montebello City Council
City Council Chamber
1600 West Beverly Boulevard
Montebello, CA 90640

Re: 1105 S. Bluff Road, Montebello/De Paul Evangelization Center

Honorable Council Members,

We are here tonight as members of the community who value the history of Montebello and the De Paul Evangelization Center. To this end, we have commissioned an assessment of the De Paul Center for listing on the National Register of Historic Places and the California Register of Historical Resources. The assessment was conducted by a qualified preservation professional as defined by the National Park Service. The evaluation was conducted in accordance with the Secretary of the Interior's Standards for eligibility.

In summary, the assessment found that:

- The De Paul Center, historically known as St. Vincent's Seminary, offers a rich history for the city of Montebello including:
  - the donation of Andrew and Catherine Pansini's ranch to the Vincentians in the early 1950s
  - its funding by Estelle Doheny, philanthropist and wife of noted oil man, Edward Doheny
  - its Mid-Century design and campus plan by the respected architecture firm of Barker & Ott
  - its role in training generations of priests who ministered to Catholics in Southern California and beyond
  - its decades of service as a fixture in the community of Montebello

- The assessment found that the 11 buildings of the De Paul Center campus are eligible for the National Register and California Register as a historic district under Criterion A/1—as a Mid-Century Modern minor seminary from the period of post-World War II suburban expansion in Southern California and as a cornerstone of the postwar architectural program/expansion of the Catholic Church in Southern California.

- Based upon research and analysis of historic photos, the De Paul Center retains all seven aspects of *integrity*, as required by the Secretary of the Interior's Standards, to convey its historic significance.

Placement on the National and California Registers will not only protect and preserve the buildings of the De Paul Center, but will elevate the profile of the city of Montebello for national recognition. Listing on the registers will also not eliminate development potential, rather ensure a vision for the future that acknowledges the past.

With this in mind, the community intends to pursue formal nomination of the De Paul Evangelization Center to the National Register of Historic Places and the California Register of Historical Resources.
We urge your support for this nomination and for the idea that Montebello history matters to this community.

Warm regards,

William Paolisso

Brissa Sotelo

Giovanni Sergi

Jorge Martinez

Delia Sandoval

November 8, 2023

Good evening,

This evening I will be correcting a statement made by you Torres regarding Measure S. You made a comment stating, "your former colleague was against Measure S that would have brought a lot of money to the city".

Again, David you didn't do your homework, don't depend on AI Artificial Intelligence to be your brain.

FYI your colleague was not on Council back in 2017, it was our group MATCH90640, along with Broguierre and Pizzorno that teamed up to stop it and we did and won.

Now the reason we were against Measure S is because a bond in the millions was to be taken to be repaid by sales tax revenues.

At a meeting where you David was asked to help, your answer was "no it's political suicide to raise taxes", remember? I do I was there at that meeting, and Kimberly told you I'm not a politician I'll take it on.

Thanks to the help of former City Manager Bobadilla, City Directors, and staff with both Police and Fire Departments walking on their days off Measure H passed and has been a Godsent for our city.

I'd like to ask the other 4 councilmembers if you put a bag of Dum Dum candies on your boss's desk, I doubt you'd be that dumb. But would it be taken as a joke, or would you be spoken to? Think about that, David thought he was sneaky doing that, and he was the Dum Dum that was caught! That's who you 2 always vote with, wow.

After the last meeting as we were walking out a person seated made this comment, that guy must think we don't remember his father Richard Torres cost the city $46 million dollars. I had forgotten about that; too bad you weren't on council back then you would have sent the case to the DA for prosecution against him.

That is his legacy, the worst city administrator the city ever had, your legacy after all the lawsuits are paid will be the mayor that cost the city millions.

From:	Bill Lam
To:	City Clerk
Subject:	[External Email] Non-agenda public comment for the 11/8/2023 regular council meeting
Date:	Monday, November 6, 2023 4:54:40 PM
Attachments:	Image.jpeg Image.jpeg original-591F817B-404F-4DAA-924E-94F81AA255FA.jpeg IMG_3098.jpeg Image.jpeg IMG_3103.jpeg IMG_3102.jpeg IMG_3100.jpeg

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(Note: Please send all of my comments to all councilmembers and staff)

So, I didn't have a chance to attend the 7/20/2023 special council meeting and I wasn't aware that the final plan of the Montebello Moves project was about to be approved and I have some comments to make about regarding the final plan:

For line 10, when did the extension to CSULA happen? Because I just want to say that I strongly support the line 10 extension from ELAC to CSULA but when I looked at the bus tracker app(myStop app) it shows that the line runs on Cesar Chavez between Atlantic and Eastern instead of Floral between Atlantic and Eastern that was shown on the proposed map. In my opinion, I think it would be better to run on Floral between Atlantic and Eastern because Cesar Chavez already has a bus line which is Metro line 70 on Caesar Chavez.

For line 30, if the line is extended to South Pasadena, consider running on Garfield and Mission between Huntington and Fair Oaks replacing former Metro line 176 in order to avoid duplication with Metro lines 179(Huntington) and 260(Fair Oaks/ Huntington).

For lines 60&70, I strongly oppose cutting line 60 that serves Passons Bl and the San Gabriel River Parkway because it is the bus route that serves the major attraction including Pico Rivera City Hall, El Camino HS, Rivera Park, Magee Academy of Arts and Sciences, Rivera ES, and Rivera MS. Cutting this line would have a hard impact on students getting around on Passons Bl as well as other people who are running errands using this bus line. My solution is to either keep the current line 60 as is or merge lines 60 and 70 to become the new line 70 running between Montebello and Pico Rivera. If 60 and 70 is merged into new line 70, then please keep all the existing bus stops that were previously served by line 60 and add a new bus stop at Beverly Rd/Rosemead Bl (before intersection) so that there are more connections with other buses at Rosemead Bl/Beverly Rd with new line 70 traveling between Montebello and Pico Rivera. Either keeping line 60 or merging lines 60&70 to become new line 70 would eventually help serve the needs of the people who needed to get around on Passons Bl for errands or going to school.

Option 1-retaining existing line 60 as is map

Option 2-Map of merger of line 60 and 70 to become new line 70 In regards to line 70, please retain the loop that runs on Mines, Montebello, Washington, and Maple east of the Montebello Metrolink Station.

For line 90, retain existing route because going though Lincoln and Via Paseo is within the residential area and so keeping Beverly Bl segment would be closer to business and commercial places.

For line 50, if line was split into two separate lines, then I urge you to keep the existing route going into La Mirada by ending the line at Adelfa/Ashgrove because there are students who need to get to Biola University for classes and they need the bus line to get home from school as well as retaining the existing route in Downtown Whittier by running on Pickering, Philadelphia, and Painter between Washington and Whittier. If you end up cutting service south of Imperial Hwy, then you chose to give a lot of bad impact on the Biola University students who really need this bus line to get to class. 

For lines 20&40, I strongly support the proposed changes and make line 20 run either all or selected trip service on San Gabriel between Garvey and Las Tunas on weekends.

In closing, I want a follow up on this feedback that I had written above regarding the Montebello Moves project proposed route changes and I hope that I can get a response about this. I am also very happy to meet with all of you to discuss more about these in detail if it's possible.

Thank you very much for your time

Get Outlook for iOS

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

CITY OF MONTEBELLO
SPECIAL JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING AGENDA

MINUTES

MONDAY, NOVEMBER 13, 2023 AT 7:00 PM

MONTEBELLO SENIOR CENTER
115 S. TAYLOR AVENUE
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 7:00 P.M.

Mayor Torres called the meeting to order at 7:00 p.m.

Planning Commissioner Chair Cuevas called the meeting to order at 7:01 p.m.

ROLL CALL FOR THE CITY COUNCIL, ROLL CALL FOR THE PLANNING COMMISSION

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.

The Planning Commissioners present were Chair Victor Cuevas, Commissioner Armando Medina, and Commissioner Alicia Morales.

City Attorney Arnold Alvarez-Glasman, Acting City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, and Planning and Community Development Director Joseph Palombi were present.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Planning Commission Chair Cuevas led the City Council in the Pledge of Allegiance.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council and Planning Commission during this Special Joint Meeting on items which have been described in the notice of this Special Joint 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 and Planning Commission 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/Chairperson.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council and Planning Commission. The speaker was provided three minutes to address the City Council and Planning Commission and said speaker card is on file at the City Clerk's office.

CLOSED SESSION - NONE

REGULAR SESSION

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

None.

PRESENTATIONS

1. GENERAL PLAN UPDATE

Kaizer Rangwala of Rangwala & Associates provided a brief background and a synopsis of the process. Mr. Rangwala provided a PowerPoint presentation regarding the General Plan Update to the City Council and the Planning Commission. After the presentation, the City Council and Planning Commission asked the consultant clarifying questions and thanked Rangwala & Associates for all of their efforts to push this plan forward. Mr. Rangwala provided clarification and next steps for the General Plan Update.

REGULAR BUSINESS - NONE

PUBLIC COMMENTS - CONTINUED

ADJOURNMENT

The City of Montebello City Council will adjourn to the next **Regular Meeting on November 22, 2023, at 6:00 p.m.,** which can be live-streamed at http://www.montebelloca.com (Click on Live Stream).

Date and Posted: November 9, 2023, at 5:30 p.m.

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Joint Meeting was posted at City Hall, the Montebello Senior Center, and the City's website and delivered to each member of the City of Montebello City Council and Planning Commission no less than 24-hours before the start of the Special Joint Meeting.

Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Jimenez to adjourn the meeting at 8:29 p.m. Chair Cuevas motioned, seconded by Commissioner Morales to adjourn the meeting at 8:29 p.m.

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: 11/12/2025 **TIME RECEIVED:** 7:05 P

SPEAKER'S FULL NAME: Margot Eiler **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, NOVEMBER 22, 2023 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

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, and Management Analyst Samantha Nevarez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Arnold Alvarez-Glasman 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.

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)
   John Doe vs. City of Montebello

Los Angeles Superior Court Case No. 22STCP03976

2. 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 6:35 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 to City Council, directions were provided to the City Attorney's Office, no final action was taken, and nothing further to report; Item No. 2, information was provided to Council, no action was taken, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS - NONE

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 Arlene Salazar wished everyone a Happy Thanksgiving holiday.

REGULAR BUSINESS

DRAFT

3. APPOINTMENT OF CITY MANAGER AND APPROVAL OF EMPLOYMENT AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve the attached employment with Raul Alvarez confirming his appointment as City Manager;
2. Authorize the Mayor to execute the agreement on behalf of the City.
3. Take such additional, related, action that may be desirable.

City Attorney Alvarez-Glasman briefly spoke about the process of hiring the City Manager and provided a brief background on Raul Alvarez.

Councilmember Melendez thanked the Acting City Manager, Arlene Salazar, for all her hard work and commitment to filling the role of the City Manager.

Councilmember Tamayo thanked the Acting City Manager Salazar, and spoke in support of Mr. Alvarez.

Mayor Pro Tem Peralta thanked the Acting City Manager, Salazar, and spoke in support of Mr. Alvarez.

Councilmember Jimenez thanked Acting City Manager Salazar and stated that she was concerned about the process of selecting the incoming City Manager.

Mayor Torres thanked Acting City Manager Salazar for everything that has been accomplished over the last year.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Peralta	***SECONDED: Tamayo***	***APPROVED: 4-1-0-0***
AYES: *Melendez, Tamayo, Peralta, Torres*		
NOES: *Jimenez*		
ABSTAIN: *None*		
ABSENT: *None*		

4. REVIEW, EVALUATE AND PROVIDE DIRECTION REGARDING PROJECT LABOR AGREEMENT BY AND BETWEEN THE CITY OF MONTEBELLO AND LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

RECOMMENDATION: It is recommended that the City Council:

1. Review, evaluate and provide direction regarding Project Labor Agreement by and Between the City of Montebello and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions; and
2. Take such additional, related, action that may be desirable.

Acting City Manager Salazar briefly spoke about the item and thanked the City Attorney's Office for the collaborative work.

City Attorney Alvarez-Glasman briefly spoke about the item.

The City Clerk's Office acknowledged three(3) members of the public wishing to address the City Council on the matter. 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 thanked the members of the public who spoke in support of the item.

Councilmember Tamayo spoke in support of the item.

DRAFT

Mayor Pro Tem Peralta spoke in support of the item and thanked the members of the public who participated in the public comment.

Councilmember Jimenez spoke in support of the item.

Mayor Torres spoke in favor of the item and thanked all the negotiators who were part of the process.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Jimenez, to approve the item; 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.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Items No. 5 and 6 be approved; the motion passed unanimously.

5. SECOND READING OF ORDINANCE NO. 2469 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. PC-2023-0012-GPA-ZC-LLA) FOR THE PROPERTY LOCATED AT 437 N. SPRUCE STREET TO ALLOW ZONING CONFORMITY FOR THE EXISTING COMMERCIAL AND RESIDENTIAL USES AT THE PROJECT SITE (PREVIOUSLY LISTED AS ORDINANCE NO. 2466)

RECOMMENDATION: It is recommended that the City Council:

1. HOLD SECOND READING to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2023-0012-GPA-ZC-LLA to amend the General Plan Designation from Boulevard Commercial to Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) and approve a Zone Change (ZC) from C-1 (Neighborhood Commercial) to C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) to allow the existing commercial and residential uses at 437 N. Spruce Street (the "Project Site") to be properly designated, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. WAIVE SECOND READING AND ADOPT Ordinance No. 2469 approving a GPA and ZC (Case No. PC-2023-0012-GPA-ZC-LLA) for the property located at the Project Site; and
3. DETERMINE AND FIND that the GPA and ZC 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. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related, action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, to approve the item; the motion passed unanimously.

6. ADOPT RESOLUTION NO. 23-80 GRANTING TWO EASEMENTS ON CITY-OWNED LANDS TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR ELECTRICAL UTILITY PURPOSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No.23-80 (Attachment A) granting two easements on City-owned lands to Southern California Edison Company (SCE) for electrical utility purposes; and
2. Authorize the Acting City Manager or his/her designee, to execute the Grant of the two easements to Southern California Edison (SCE) 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, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

DRAFT

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.

- **Salvador Melendez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **Scarlet Peralta, Mayor Pro Tem**

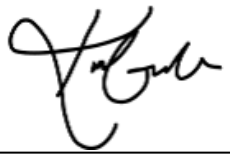
- **Angie M. Jimenez, Councilmember**

- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on December 13, 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, November 19, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez to adjourn the meeting at 7:29 p.m.

Mayor Torres wished everyone a Happy Thanksgiving.

DRAFT

THE MINUTES OF NOVEMBER 22, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

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: 11-22-2023 **TIME RECEIVED:** _____

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:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nuñez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATCA 90640

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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ANN TURANO **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.** General

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/22/23 **TIME RECEIVED:** _____

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. 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:** N

MEETING DATE: 11/22/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** 626-413-9598 (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.** 4

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11/22 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MYUNG-SOO SEOK **PHONE:** 213-820-3435 (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Painters & Allied Trades District Council 36

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.** #4

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** PLA

MEETING DATE: 11/22/2023 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jose Amador **PHONE:** (213) 344-0070 (Optional)

ADDRESS: 10015 Rose Hills Road Whittier CA 90601 (Optional)

ORGANIZATION REPRESENTED: Western States Carpenters

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.** #4

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** PLA.

MEETING DATE: 11-22-23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Richard Burns **PHONE:** (213) 238-2443 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, DECEMBER 13, 2023 AT 6:00 PM

QUIET CANNON, CRYSTAL ROOM 1 & 2
901 VIA SAN CLEMENTE
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:15 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 arrived at 7:47 p.m.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez, and all Department Directors were present.

CLOSED SESSION - NONE

City Attorney Alvarez-Glasman informed the City Council that there was an immediate need to add a Closed Session Item for Council action.

Motioned by Mayor Pro Tem, seconded by Councilmember Melendez, to add the following Closed Session Item for discussion. The motion passed unanimously.

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
John Doe vs. City of Montebello
Los Angeles Superior Court Case No. 22STCP03976

Mayor Torres recessed into Closed Session at 6:16 p.m.

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 6:26 p.m.

City Attorney Alvarez-Glasman provided the following report for Closed Session:

All four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 6, a briefing was provided to City Council, City Council provided direction to the City Attorney's Office, no further action was taken, and nothing to report.

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

Led by Pastor Petz.

PLEDGE OF ALLEGIANCE

Led by Boys and Girls Scout Troops #33.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

Mayor Torres requested to move item No. 1 to the end of the agenda and begin with Item No. 2.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to change the order of the agenda; by the following vote:

MOVED:	***SECONDED:***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Torres*		
NOES: *Jimenez, Melendez*		
ABSTAIN: *None*		
ABSENT: *None*		

CEREMONIAL ITEMS/PRESENTATIONS - NONE

None.

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 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.

DRAFT

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

1. CITY COUNCIL SELECTION OF MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010, "REORGANIZATION"

RECOMMENDATION: It is recommended that the City Council:

1. Move to designate one of its members as Mayor and Mayor Pro Tempore as called for in Section 2.08.010 of the Montebello Municipal Code.

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 the speaker card is on file at the City Clerk's office.

Mayor Pro Tem Peralta presented gifts to the outgoing Mayor Torres. She invited the following dignitaries and Councilmembers from the surrounding cities to present Certificates of Recognition to outgoing Mayor Torres:
Senator Bob Archuleta; Field Deputy Maria Ponce with the Office of Los Angeles County Supervisor Hilda L. Solis; Field Representative Crystal Meza with the Office of Assemblymember Miguel Santiago; Emma Delgado, President of the Ashiya Sister Association; Adriana Dugan, Executive Director of the Montebello Chamber of Commerce; Carlos Larios, Commander of American Legion Post #772; Eileen Wang, Councilmember from City of Arcadia; Jorgel Chavez, Mayor from the City of Bell Gardens; Oscar Flores, Councilmember from the City of Lynwood; and Erik Lutz, Councilmember from the City of Pico Rivera; Jose Sanchez, Mayor from City of Monterey Park.

Mayor Torres thanked those who presented certificates and those who attended the meeting. He made a few statements to summarize his accomplishments and thank those who supported him.

Mayor Torres requested nominations for the mayor's position.
Councilmember Jimenez nominated Scarlet Peralta for Mayor, seconded by Councilmember Tamayo; the motion passed unanimously.

Mayor Peralta accepted the role of Mayor and expressed her gratitude for the nomination.

Councilmember Jimenez nominated Salvador Melendez for Mayor Pro Tem, seconded by Councilmember Torres; the motion passed unanimously.

Mayor Pro Tem Melendez accepted the role of Mayor Pro Tem and expressed his gratitude for the nomination.

2. APPROVE THE PURCHASE OF SUBSCRIBER RADIOS AND RELATED HARDWARE AND SOFTWARE UTILIZING COUNTY OF LOS ANGELES MASTER AGREEMENT WITH MOTOROLA SOLUTIONS INC.

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Purchase of subscriber radios and related software and hardware for the City's Public Safety Communications Upgrade Project utilizing the County of Los Angeles Master Agreement with Motorola Solutions Inc. for an amount not-to-exceed $1,797,714; and
2. The purchase of the radios and related software and hardware will be funded by the California Office of Emergency Services (CAL-OES) Fiscal Year (FY) 2023 Emergency Operations Center (EOC) Grant Program for the funding period from June 1, 2023, to February 28, 2026, grant award of $2,211,745.
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to approve the item; the motion passed by the following vote:

MOVED: Peralta	***SECONDED: Melendez***	***APPROVED: 4-0-0-1***

DRAFT

AYES: *Peralta, Tamayo, Melendez, Torres*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Jimenez*

3. ADOPT THE IMPLEMENTATION OF THE HOUSING LINKAGE PILOT PROGRAM AND APPROPRIATE GRANT FUNDING FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Agreement between the City of Montebello and the San Gabriel Valley Council of Governments (SGVCOG) to Develop and Operate the Housing Linkage Pilot Program (HLPP) (Attachment B); and
2. Approve the appropriation of $23,466 awarded to the City of Montebello by SGVCOG; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by $23,466 in Account No. 265-85-864-6040.10 (Grants, Fire, SGVCOG Housing Linkage Pilot Program, Other Contract Services [Expenditures]) and Account No. 265-99-4198.24 (Grants, Miscellaneous Grants, SGVCOG Housing Linkage Pilot Program [Revenue]); and
4. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Melendez ***SECONDED: Tamayo*** ***APPROVED: 4-0-0-1***
AYES: *Peralta, Tamayo, Melendez, 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 Pro Tem Peralta motioned, seconded by Councilmember Melendez, to approve all items of the Consent Calendar. Motion approved by the following vote: 4-0-0-1

MOVED: Peralta ***SECONDED: Melendez*** ***APPROVED: 4-0-0-1***
AYES: *Peralta, Melendez, Tamayo, Torres*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Jimenez*

4. APPROVAL OF AGREEMENT NO. 4171 WITH COMPLETE PAPERLESS SOLUTIONS FOR THE PURCHASE OF LASERFICHE SOFTWARE SOLUTION

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4171 to Complete Paperless Solutions, LLC for the purchase of Laserfiche Solutions for an amount not-to-exceed $44,366; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to approve the item.

DRAFT

5. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-81 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 13, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-81 approving the Warrant Register dated December 13, 2023.

Mayor Pro Tem Peralta motioned, seconded by Councilmember Melendez, to approve the item.

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.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 10, 2024, 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, December 10, 2023, no later than 6:00 p.m.**

Kimberly Guillen, Senior Deputy City Clerk

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez to adjourn the meeting at 7:37 p.m.

THE MINUTES OF DECEMBER 13, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 10TH DAY OF JANUARY 2024.

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: 12/13 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Rosa Tomayo **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Not Speaking

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: 12/13 **TIME RECEIVED:** 6:01

SPEAKER'S FULL NAME: Anna Tirado **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: 12/13/23 **TIME RECEIVED:** 6:01 pm

SPEAKER'S FULL NAME: Enrique Guzman **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: 12/13/23 **TIME RECEIVED:** 6:03

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.** 1

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 12/13 **TIME RECEIVED:** 5:56

SPEAKER'S FULL NAME: Will Cervea **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: 12/13 **TIME RECEIVED:** 6:13

SPEAKER'S FULL NAME: Richard Tovel **PHONE:** (323) 246-3629 (Optional)

ADDRESS: 1704 W. Cleveland Av. Montebello, CA 90640 (Optional)

ORGANIZATION REPRESENTED: Self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

ITEM # 20

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-02 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 10, 2024

RESOLUTION 24-02
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1564, consisting of 12 pages, and including:

Warrant No.

General: Check No. 601897 through 602076
ACH No. 5337 through 5453
Successor Agency: Check No. 1512 through 1512

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 10th day of January 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-02 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 10th day of January 2024 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. 1564
From Payment Date 12/1/23 - To Payment Date 12/21/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5337	12/07/2023	$327.09	SUPPLIES	3163	BANK OF AMERICA
5338	12/07/2023	$418.45	SUPPLIES	3163	BANK OF AMERICA
5339	12/07/2023	$279.73	SUPPLIES	3163	BANK OF AMERICA
5340	12/07/2023	$400.65	SUPPLIES	3163	BANK OF AMERICA
5341	12/07/2023	$53.52	SUPPLIES	3163	BANK OF AMERICA
5342	12/07/2023	$4,013.85	SUPPLIES	3163	BANK OF AMERICA
5343	12/07/2023	$1,265.41	SUPPLIES	3163	BANK OF AMERICA
5344	12/07/2023	$2,846.17	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
5345	12/07/2023	$1,375.30	SUPPLIES	3163	BANK OF AMERICA
5346	12/07/2023	$1,139.34	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5347	12/07/2023	$3,899.94	SUPPLIES	3163	BANK OF AMERICA
5348	12/07/2023	$2,082.01	SUPPLIES	3163	BANK OF AMERICA
5349	12/07/2023	$9,124.54	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5350	12/07/2023	$500.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5351	12/07/2023	$468,167.99	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
5352	12/07/2023	$126,283.25	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5353	12/07/2023	$809,957.70	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
5354	12/07/2023	$1,544.60	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
5355	12/07/2023	$10,613.25	CONTRACT SERVICES	2586	AMAZON CAPITAL SERVICES INC
5356	12/07/2023	$922.79	SUPPLIES	62880	AMERICAN MARKER
5357	12/07/2023	$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
5358	12/07/2023	$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
5359	12/07/2023	$4,204.79	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5360	12/07/2023	$5,925.04	CONTRACT SERVICES	2624	CRAFCO INC

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5361	12/07/2023	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
5362	12/07/2023	$1,738.88	CONTRACT SERVICES	46870	HDL COREN & CONE
5363	12/07/2023	$5,665.01	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5364	12/07/2023	$336.16	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
5365	12/07/2023	$12,947.00	SUPPLIES	26670	LIFE-ASSIST INC
5366	12/07/2023	$231,420.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
5367	12/07/2023	$549,000.00	MISCELLANEOUS EXPENSE	4315	MONTEBELLO AFFORDABLE HOUSING LP
5368	12/07/2023	$2,839.79	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
5369	12/07/2023	$506.22	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5370	12/07/2023	$32,822.01	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
5371	12/07/2023	$535.60	RETIREMENT	27300	ROBERT C TUFANO
5372	12/07/2023	$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5373	12/07/2023	$300.13	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
5374	12/14/2023	$4,255.70	TRAINING	3163	BANK OF AMERICA
5375	12/14/2023	$905.02	TRAINING	3163	BANK OF AMERICA
5376	12/14/2023	$275.31	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
5377	12/14/2023	$4,544.08	SUPPLIES	3163	BANK OF AMERICA
5378	12/14/2023	$467,674.01	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
5379	12/14/2023	$456,825.92	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
5380	12/14/2023	$511,208.90	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
5381	12/14/2023	$11,592.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5382	12/14/2023	$82.00	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
5383	12/14/2023	$77.48	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
5384	12/14/2023	$40,568.62	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5385	12/14/2023	$1,399.14	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
5386	12/14/2023	$3,101.10	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS

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5387	12/14/2023	$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
5388	12/14/2023	$72.77	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5389	12/14/2023	$4,366.33	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
5390	12/14/2023	$43,557.73	FUEL INVENTORY	962	MO DION & SONS INC
5391	12/14/2023	$964.46	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
5392	12/14/2023	$22,963.00	CONTRACT SERVICES	371	FLO-SERVICES INC
5393	12/14/2023	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
5394	12/14/2023	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
5395	12/14/2023	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
5396	12/14/2023	$6,487.68	CONTRACT SERVICES	46870	HDL COREN & CONE
5397	12/14/2023	$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
5398	12/14/2023	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
5399	12/14/2023	$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
5400	12/14/2023	$673.42	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5401	12/14/2023	$12,882.33	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
5402	12/14/2023	$71.71	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5403	12/14/2023	$76,804.64	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5404	12/14/2023	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
5405	12/14/2023	$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
5406	12/14/2023	$55.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5407	12/14/2023	$1,767.89	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
5408	12/14/2023	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
5409	12/14/2023	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
5410	12/14/2023	$344.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
5411	12/14/2023	$36,345.74	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
5412	12/14/2023	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES

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5413	12/14/2023	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
5414	12/14/2023	$121.25	CONTRACT SERVICES	3140	WEX HEALTH INC
5415	12/14/2023	$396.90	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5416	12/21/2023	$153,502.15	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
5417	12/21/2023	$1,134.05	TRAINING	3163	BANK OF AMERICA
5418	12/21/2023	$4,258.27	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5419	12/21/2023	$120.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
5420	12/21/2023	$551.22	SUPPLIES	3163	BANK OF AMERICA
5421	12/21/2023	$251.85	SUPPLIES	3163	BANK OF AMERICA
5422	12/21/2023	$567.40	SUPPLIES	3163	BANK OF AMERICA
5423	12/21/2023	$685.11	SUPPLIES	3163	BANK OF AMERICA
5424	12/21/2023	$470.95	SUPPLIES	3163	BANK OF AMERICA
5425	12/21/2023	$74.78	SUPPLIES	3163	BANK OF AMERICA
5426	12/21/2023	$375,721.09	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5427	12/21/2023	$5,625.51	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5428	12/21/2023	$200.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5429	12/21/2023	$200.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5430	12/21/2023	$13,547.22	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5431	12/21/2023	$35.72	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5432	12/21/2023	$207.27	SUPPLIES	35980	SAEED RADMEHR
5433	12/21/2023	$182,461.67	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
5434	12/21/2023	$300.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
5435	12/21/2023	$73.69	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5436	12/21/2023	$1,258.45	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5437	12/21/2023	$49,440.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
5438	12/21/2023	$971.10	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.

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5439	12/21/2023	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
5440	12/21/2023	$250.00	GENERAL GOVERNMENT	3123	NEIRA YESSIE GRANADOS
5441	12/21/2023	$3,169.81	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5442	12/21/2023	$16,857.48	CDBG - HEART OF COMPASSION	1349	HEART OF COMPASSION
5443	12/21/2023	$469.72	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
5444	12/21/2023	$4,680.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
5445	12/21/2023	$175.00	TRAVEL & MEETINGS	2866	ANGELICA PALMEROS
5446	12/21/2023	$500.63	SUPPLIES	1120	BLUETRITON BRANDS INC
5447	12/21/2023	$339.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5448	12/21/2023	$5,997.00	TRAINING	73600	SHAW HR CONSULTING INCORPORATED
5449	12/21/2023	$552.44	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5450	12/21/2023	$6,495.34	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5451	12/21/2023	$560.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5452	12/21/2023	$1,481.16	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5453	12/21/2023	$250.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
	ACH TOTAL	**$5,252,556.80**			
601897	12/07/2023	$2,673.58	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
601898	12/07/2023	$1,762.50	CONTRACT SERVICES	3083	AAA FLAG & BANNER MFG CO INC
601899	12/07/2023	$4,166.67	CONTRACT SERVICES	3557	ADVOCATE INC
601900	12/07/2023	$500.00	DUES & SUBSCRIPTIONS	49280	AREA E FIRE CHIEFS ASSOCIATION
601901	12/07/2023	$346.97	UTILITY SERVICES	39550	AT&T
601902	12/07/2023	$405.00	CONTRACT SERVICES	3499	AVIDEX INDUSTRIES LLC
601903	12/07/2023	$68.00	PARKS AND RECREATION	4353	MERELYN AVILES
601904	12/07/2023	$12,180.00	CONTRACT SERVICES	3953	BANNER BANK

City of Montebello
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601905	12/07/2023	$400.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
601906	12/07/2023	$1,713.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601907	12/07/2023	$1,127.59	CONTRACT SERVICES	2922	ARA H BALAYAN
601908	12/07/2023	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
601909	12/07/2023	$90.00	TRAVEL & MEETINGS	1416	CITY OF WHITTIER
601910	12/07/2023	$25,160.59	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
601911	12/07/2023	$245.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601912	12/07/2023	$56,271.18	LEASE PAYMENT	1872	FIRST SECURITY FINANCE
601913	12/07/2023	$541.00	TRAINING	842	CSULB FOUNDATION
601914	12/07/2023	$40,041.11	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
601915	12/07/2023	$2,000.00	EDUCATION REIMBURSEMENT	14080	RENE ESTUPINIAN
601916	12/07/2023	$107.96	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
601917	12/07/2023	$69.60	CONTRACT SERVICES	75390	FEDERAL EXPRESS FREIGHT
601918	12/07/2023	$80.00	GENERAL GOVERNMENT	4352	DANIELLE GARCIA
601919	12/07/2023	$1,388.86	SUPPLIES	4275	GRANICK SPORT INC
601920	12/07/2023	$650.00	CONTRACT SERVICES	3679	JOSE GUERRERO
601921	12/07/2023	$905.15	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601922	12/07/2023	$739.35	SUPPLIES	2059	HASA INC
601923	12/07/2023	$612.04	CONTRACT SERVICES	2012	ICE MACHINE SALES & SERVICE CO
601924	12/07/2023	$2,175.00	CONTRACT SERVICES	3423	IN MOTION SHOWS INC
601925	12/07/2023	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
601926	12/07/2023	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
601927	12/07/2023	$36,911.26	CONTRACT SERVICES	3044	KAIZER RANGWALA
601928	12/07/2023	$1,500.00	CONTRACT SERVICES	4219	MOHAMMED KHAN
601929	12/07/2023	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
601930	12/07/2023	$6,917.64	ELECTION EXPENSE	58760	COUNTY OF LOS ANGELES

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601931	12/07/2023	$396.00	CONTRACT SERVICES	41130	MIHM INC
601932	12/07/2023	$21,720.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
601933	12/07/2023	$18,927.81	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
601934	12/07/2023	$2,721.77	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601935	12/07/2023	$3,000.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
601936	12/07/2023	$415.50	RETIREMENT	42490	LINDA PAYAN
601937	12/07/2023	$8.00	PERMITS AND FEES	832	FERNANDO PELAEZ
601938	12/07/2023	$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
601939	12/07/2023	$150.73	UTILITY SERVICES	100	PICO WATER DISTRICT
601940	12/07/2023	$741.74	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601941	12/07/2023	$1,000.00	MAIL/ POSTAL EXPENSE	503	QUADIENT INC
601942	12/07/2023	$389,500.00	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
601943	12/07/2023	$300.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
601944	12/07/2023	$2,340.00	CONTRACT SERVICES	3435	SAN DIMAS GRAIN
601945	12/07/2023	$5,479.84	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601946	12/07/2023	$1,571.40	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
601947	12/07/2023	$144,686.07	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601948	12/07/2023	$58,303.33	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
601949	12/07/2023	$1,404.75	CONTRACT SERVICES	3397	STERICYCLE INC
601950	12/07/2023	$4,281.69	SUPPLIES	70860	SPIRALEDGE INC
601951	12/07/2023	$10,668.45	UTILITY SERVICES	526	T-MOBILE USA INC
601952	12/07/2023	$1,160.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601953	12/07/2023	$12,650.00	CONTRACT SERVICES	3479	THERMA LLC
601954	12/07/2023	$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
601955	12/07/2023	$27,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
601956	12/07/2023	$18,232.60	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC

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601957	12/07/2023	$3,626.93	CONTRACT SERVICES	20070	UC REGENTS
601958	12/07/2023	$218.70	UTILITY SERVICES	23610	VERIZON WIRELESS
601959	12/07/2023	$6,270.72	FRINGE BENEFITS	58990	VISION SERVICE PLAN
601960	12/07/2023	$12,073.95	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601961	12/07/2023	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
601962	12/12/2023	$350.00	TRAVEL & MEETINGS	4360	ALFREDO CACERES
601963	12/12/2023	$90.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
601964	12/14/2023	$762.69	UTILITY SERVICES	1732	AT&T CORP
601965	12/14/2023	$6,923.52	AFLAC OTHER	55860	AFLAC
601966	12/14/2023	$6,923.52	AFLAC OTHER	55860	AFLAC
601967	12/14/2023	$6,923.52	AFLAC OTHER	55860	AFLAC
601968	12/14/2023	$3,528.00	CONTRACT SERVICES	4310	AIMTD LLC
601969	12/14/2023	$1,501.31	UTILITY SERVICES	39550	AT&T
601970	12/14/2023	$4.41	UTILITY SERVICES	39550	AT&T
601971	12/14/2023	$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
601972	12/14/2023	$950.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
601973	12/14/2023	$250.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
601974	12/14/2023	$19,801.86	MACHINERY & EQUIPMENTS	31160	BESTWAY DISTRIBUTING CO
601975	12/14/2023	$220.00	ADVERTISING/PRINTING SERVICES	2620	LARRY BLAUVELT
601976	12/14/2023	$10,177.58	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601977	12/14/2023	$0.00	VOID	55830	CHARTER COMMUNICATIONS
601978	12/14/2023	$5,711.64	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601979	12/14/2023	$1,025.61	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
601980	12/14/2023	$738.56	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
601981	12/14/2023	$1,855.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601982	12/14/2023	$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
601983	12/14/2023	$1,125.00	CONTRACT SERVICES	3879	CRIME SCENE STERI-CLEAN, LLC
601984	12/14/2023	$1,536.57	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
601985	12/14/2023	$1,155.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601986	12/14/2023	$172.35	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
601987	12/14/2023	$11,891.30	MACHINERY & EQUIPMENTS	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
601988	12/14/2023	$4,810.71	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601989	12/14/2023	$2,509.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
601990	12/14/2023	$376.60	UNIFORM EXPENSE	55650	GALLS LLC
601991	12/14/2023	$1,448.52	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
601992	12/14/2023	$11,073.08	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
601993	12/14/2023	$763.03	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601994	12/14/2023	$203.68	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
601995	12/14/2023	$360.00	EDUCATION REIMBURSEMENT	18760	FEDERICO JIMENEZ
601996	12/14/2023	$4,000.00	CONTRACT SERVICES	4095	KIMBERLY ANN TURNER CONSULTING SERVICES
601997	12/14/2023	$1,982.45	SUPPLIES	4354	KNIGHT VENTURES LLC
601998	12/14/2023	$28.31	TRAVEL & MEETINGS	3708	VERONICA LARA
601999	12/14/2023	$1,705.60	CONTRACT SERVICES	2931	M-VISION GRAPHICS INC
602000	12/14/2023	$1,388.00	VEHICLE MAINTENANCE/EXPENSES	1461	MODEL 1 COMMERCIAL VEHICLES INC
602001	12/14/2023	$2,759.08	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602002	12/14/2023	$496.75	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
602003	12/14/2023	$959.18	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
602004	12/14/2023	$2,060.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
602005	12/14/2023	$16,250.00	CONTRACT SERVICES	2673	NTH GENERATION COMPUTING INC
602006	12/14/2023	$304.23	SUPPLIES	15620	OFFICE DEPOT INC
602007	12/14/2023	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
602008	12/14/2023	$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH

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602009	12/14/2023	$6,909.30	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602010	12/14/2023	$150.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602011	12/14/2023	$4,200.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
602012	12/14/2023	$6,409.37	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602013	12/14/2023	$204.00	PARKS AND RECREATION	4362	GABRIELA SALDIVAR
602014	12/14/2023	$11,751.83	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602015	12/14/2023	$216.00	GENERAL GOVERNMENT	4357	GEORGE SOTO
602016	12/14/2023	$400.00	CONTRACT SERVICES	68000	JORGE SOTO
602017	12/14/2023	$6,487.24	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
602018	12/14/2023	$6,465.20	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602019	12/14/2023	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
602020	12/14/2023	$5,400.22	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602021	12/14/2023	$2,464.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602022	12/14/2023	$600.00	CONTRACT SERVICES	4358	CATHY R THOMPSON
602023	12/14/2023	$2,346.59	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602024	12/14/2023	$780.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
602025	12/14/2023	$1,248.29	SUPPLIES	45120	ULINE INC
602026	12/14/2023	$12.20	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
602027	12/14/2023	$6,725.58	UTILITY SERVICES	23610	VERIZON WIRELESS
602028	12/14/2023	$0.00	VOID	9470	W W GRAINGER INC
602029	12/14/2023	$390.00	CONTRACT SERVICES	3572	JIM WARINO
602030	12/14/2023	$3,131.11	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
602031	12/14/2023	$60.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
602032	12/14/2023	$522.25	SUPPLIES	9470	W W GRAINGER INC
602033	12/14/2023	$109.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602034	12/14/2023	$949.30	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602035	12/21/2023	$2,243.00	UTILITY SERVICES	38380	AT&T
602036	12/21/2023	$291.57	UTILITY SERVICES	39550	AT&T
602037	12/21/2023	$4,955.20	UTILITY SERVICES	39550	AT&T
602038	12/21/2023	$39.30	UTILITY SERVICES	39550	AT&T
602039	12/21/2023	$250.00	GENERAL GOVERNMENT	1159	BMS HEALTHCARE INC
602040	12/21/2023	$19.67	MISCELLANEOUS EXPENSE	33	RUSSELL CABALLERO
602041	12/21/2023	$10,825.25	CONTRACT SERVICES	3611	CALIFORNIA CONSULTANTS
602042	12/21/2023	$56.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602043	12/21/2023	$124.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602044	12/21/2023	$1,895.77	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
602045	12/21/2023	$369.28	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
602046	12/21/2023	$80,244.78	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
602047	12/21/2023	$67.91	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
602048	12/21/2023	$958.39	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
602049	12/21/2023	$8,560.25	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
602050	12/21/2023	$3,131.60	DUES & SUBSCRIPTIONS	28160	INDEPENDENT CITIES ASSOCIATION
602051	12/21/2023	$1,200.00	DUES & SUBSCRIPTIONS	1273	INTERNATIONAL CITY/COUNTY MGMT ASSOCIATION
602052	12/21/2023	$2,800.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
602053	12/21/2023	$29.99	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602054	12/21/2023	$218.34	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
602055	12/21/2023	$975.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
602056	12/21/2023	$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
602057	12/21/2023	$589.41	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602058	12/21/2023	$50,155.00	INSURANCE	10730	PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT
602059	12/21/2023	$20,650.00	CONTRACT SERVICES	4189	RALPH ANDERSEN & ASSOCIATES
602060	12/21/2023	$949.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602061	12/21/2023	$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
602062	12/21/2023	$704.37	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602063	12/21/2023	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
602064	12/21/2023	$905.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
602065	12/21/2023	$221.16	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602066	12/21/2023	$9,875.92	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
602067	12/21/2023	$326.25	SUPPLIES	3394	T & G GLOBAL LLC
602068	12/21/2023	$321.67	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
602069	12/21/2023	$1,579.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602070	12/21/2023	$1,200.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
602071	12/21/2023	$11,171.30	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602072	12/21/2023	$3,853.24	VEHICLE MAINTENANCE/EXPENSES	4129	UNITED TRANSMISSION EXCHANGE
602073	12/21/2023	$83,527.14	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602074	12/21/2023	$1,478.40	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
602075	12/21/2023	$360.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
602076	12/21/2023	$960.00	CONTRACT SERVICES	2905	ZUTRA WATER
	CHECK TOTAL	**$1,481,700.48**			

Successor Agency (SA)

1512	12/14/2023	$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
	SA TOTAL	**$2,255.00**			
	GRAND TOTAL	**$6,736,512.28**			

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 - January

JANUARY 24TH - CITY COUNCIL

Item #	Description	Session	Department	Presenter
	Care Solace Presentation	Presentation	Care Solace	Chad/ Anita
	MCAP Presentation	Presentation	Fire	Chief Pelaez/Angelica
	Recognition of New PD Employees	Presentation	Police	Chief
	Staff Proposed Projects for Federal and State Earmarking	Regular Business	Administration	CM Alvarez
	Armenian Monument Submittal for Historical Preservation	Regular Business	Planning	Joe P.
	Second Reading of Ordinance No. 2473 amending Chapter 2.44 “Traffic and Safety Commission” of the Montebello Municipal Code to update and define the roles, duties and responsibilities of commission members.	Consent	Administration	CM Alvarez
	Resolution for Workers Compensation Insurance for Registered Volunteers	Consent	Finance	Michael Solorza/ Yani
	Housing Division Consultant Proposed RFP Award	Consent	Planning	Joe P.
	PSA with Yunex LLC for Traffic Signal Maintenance Services	Consent	Public Works	Rita Montalvo
	Emergency Repairs for Sanchez Adobe Park	Consent	Public Works	Rita Montalvo
	Award an Agr. for Golf Course Management, Maintenance and Operation	Consent	Parks & Rec	David S.
	Request for Council Authority to Release RFP for Master Plan and design of Parkland on Golf Course Remnant Property	Consent	Parks & Rec	David S.
	Purchase of City Wide Vehicles	Consent	Police/Finance	Chief Espinoza/ Michael S.
	Award a Professional Service Agreement for the Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7	Consent	Transit	Adriana K.
	Approve an Agreement to Purchase Three Heavy Duty Transit, Forty-Foot, Fuel Cell Electric Buses (FCEBs)	Consent	Transit	Adriana K.
	Amend the Fiscal Year 2023-24 budget to appropriate grant funds from the Federal Transit Administration (FTA) for Hydrogen Fuel Cell Electric Battery Buses And Transit Facility HVAC Upgrade Projects.	Consent	Transit	Adrianna Kendricks
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.