



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MARCH 27, 2024 AT 6:00 PM

TELECONFERENCE LOCATION FOR
COUNCILMEMBER TORRES:
WORLDMARK - LOBBY
1080 HORNBY STREET
VANCOUVER, BC V6Z 2Y7, CANADA

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

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)

Alicia Mendoza v. City of Montebello

Los Angeles County Superior Court Case No. 21STCV42900

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CERTIFICATE OF RECOGNITION - ROSEMARY GURROLA**

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 - 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.

3. SECOND READING OF ORDINANCE NO. 2475 APPROVING AN AMENDMENT TO CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENT FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2475 (Attachment A) amending Chapter 17.37 "Heavy Trucking Uses" and Chapter 17.49 "Brownfield Overlay District" of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically; and
2. Find and Determine the code amendment is statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15301 (Existing Facilities) and 15061(B)(3) (Common Sense Exemption); and
3. Take such additional, related, action that may be desirable.

4. APPROVE PROFESSIONAL SERVICE AGREEMENT NO. 4185 WITH PALADIN TECHNOLOGIES FOR PURCHASE AND INSTALLATION OF A SECURITY CAMERA SYSTEM FOR THE POLICE DEPARTMENT AND CITY HALL

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Service Agreement No. 4185 to Paladin Technologies for purchase and installation of a security camera system at the Montebello Police Department, lobby areas of City Hall, and adjacent parking lots in an amount of \$353,275; and
2. Authorize the City Manager to execute Agreement No. 4185 and approve change orders up to an additional fifteen percent (15%) of the initial contract amount if necessary; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$406,300 in Account No. 100-80-815-6040.10 (General Fund, Police, Support Services, Other Contract Services); and
4. Take such additional, related action that may be desirable.

5. APPROVE PURCHASE OF RESOURCEROUTER – SOUNDTHINKING RESOURCE MANAGEMENT SOFTWARE FOR POLICE DEPARTMENT CRIME ANALYTICS AND MAPPING

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a professional service agreement with SoundThinking for Subscription Based "ResourceRouter" Resource Management System (Crime Analytics/Mapping Software) for three (3) years for an amount of \$88,500; and
2. Take such additional, related action that may be desirable.

6. AUTHORIZE THE PURCHASE OF POLICE AND PARKS AND RECREATION VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of five (5) vehicles for the Police Department to include one (1) Administration Division vehicle and four (4) Investigations Division vehicles; and

2. Approve the purchase of one (1) Parks and Recreation Department vehicle to replace a vehicle totaled; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$45,000 in Account No. 100-70-700-6082 (General Fund, Parks and Recreation, Administration, Vehicle Purchase); and,
4. Declare the vehicles to be replaced as surplus and authorize the City Manager to dispose of them as per the City's Municipal Code and related administrative policies; and,
5. Take such additional, related action that may be desirable.

7. APPROVE AGREEMENT NO. 4187 WITH HDL COREN & CONE FOR PROPERTY TAX CONSULTING AND AUDITING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4187 with HdL Coren & Cone for Property Tax Consulting and Auditing Services; and
2. Take such additional, related action that may be desirable.

8. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3821 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL) FOR BUSINESS LICENSE ADMINISTRATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3821 with Hinderliter de Llamas and Associates (HdL) for Business License Administration Services; and
2. Take such additional, related action that may be desirable.

9. APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2024-25 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for Fiscal Year 2024-25; and,
2. Take additional action as deemed necessary

10. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA CORPORATION FOR THE DESIGN OF THE TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA Corporation for the design of a traffic signal at Whittier Boulevard and 6th Street for a not-to-exceed amount of \$128,852; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$128,852 in Account No. 210-30-300-6040.96 (Proposition A, Public Works, Administration, Contract Services Engineering Design Services); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

11. APPROVAL TO SUBMIT FUNDING APPLICATION TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 7

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit the State Active Transportation Program (ATP) Cycle 7 application; and

2. Authorize the City Manager to sign and execute all applicable documents associated with the grant submittal process; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Contract Services Engineering Design Services); and,
4. Take such additional, related action that may be desirable.

12. APPROVE SUBMISSION OF AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit an Energy Efficiency and Conservation Block Grant funding application to the Department of Energy; and
2. Authorize the City Manager to sign all applicable documents; and
3. Take such additional, related action that may be desirable

13. APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 24-16 TO OBTAIN CONSULTANT SERVICES FOR ADMINISTRATION OF THE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Request for Proposal (RFP) No. 24-16 to obtain services to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program; and,
2. Take such additional, related action that may be desirable.

14. APPROVAL OF MINUTES: MARCH 7, 2024, SPECIAL CITY COUNCIL MEETING; MARCH 13, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-15 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 27, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-15 approving the Warrant Register dated March 27, 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.

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

- **Scarlet Peralta, Mayor**
 1. Registration for Montebello Community Emergency Response Team (CERT) Program
 2. Mayor Peralta's Art Exhibition: Honoring Youth Participation in this years Anti-Hate Art Initiative.
 - April 17th, 5:30 p.m. at City Hall.
 3. Designate May as National Bike Month: Promoting Cycling Awareness

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 10, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, March 24, 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 # 3

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi

SUBJECT: SECOND READING OF ORDINANCE NO. 2475 APPROVING AN AMENDMENT TO CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENT FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2475 (Attachment A) amending Chapter 17.37 "Heavy Trucking Uses" and Chapter 17.49 "Brownfield Overlay District" of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically; and
2. Find and Determine the code amendment is statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15301 (Existing Facilities) and 15061(B)(3) (Common Sense Exemption); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

On September 23, 1989, the City Council of the City of Montebello ("City Council")

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

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approved Code Amendment No. 3-89 (Ordinance No. 2001 – Attachment “B”), amending Title 17 (Zoning) Index of Primary Uses of the Montebello Municipal Code (“MMC”) prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello (“City”). As a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement. In response to the issues surrounding heavy trucking uses in industrial portions of the City, in 2007, the City Council adopted Ordinance No. 2307 (Attachment “C”) establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment.

The Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989. The Brownfield Overlay District provisions set forth a sunset date of November 23, 2019, for heavy trucking uses in that area requiring abatement of such uses unless a zoning ordinance was adopted allowing heavy trucking uses to continue or remain beyond the sunset date. Such an ordinance would cause the sunset provision to be automatically repealed and the uses in the Brownfield Overlay District to remain.

On June 22, 2011, the City Council adopted Ordinance No. 2342 (Attachment “D”) setting forth requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of existing uses throughout the City. Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District, however, the MMC was never updated to reflect this action.

On March 13, 2024, the City Council held a duly noticed public hearing and approved Ordinance No. 2475 amending Chapter 17.37 “Heavy Trucking Uses” and Chapter 17.49 “Brownfield Overlay District” of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA Section 15301 (existing facilities) and 15061(B)(3) (common sense exemption).

ENVIRONMENTAL:

This is considered a “Project” and is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the

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inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

On August 15, 2023, the City of Montebello received an award for technical assistance from the EPA for an Environmental Site Assessment (“ESA”) for the former Chapin Landfill/Brownfield Area. The ESA is intended to study and evaluate any potential impacts of proposed actions (e.g., right-of-way improvements etc.) on the environment and propose mitigations to reduce/eliminate those impacts. Tetra Tech, EPA’s preferred consultant, is currently working directly with Montebello’s Planning and Community Development Department and SCS Engineers (the City’s consultant team) on the first phase of the ESA. The first on-site visit conducted by the EPA, City, and consultants took place on January 18, 2024. As previously mentioned, there was also an outreach meeting held to educate all affected property owners/operators and provide information regarding their options to participate in this process. The outreach meeting was held on January 18, 2024. These efforts are the first step in understanding next steps associated with the need for adequate infrastructure (e.g., stormwater infrastructure) and ensure the area is free from any potential hazardous materials. This process is anticipated to take approximately twelve months to complete with a preliminary timeline beginning in January 2024 through January 2025.

ANALYSIS:

The City Council of the City of Montebello (“City Council”) provided direction to the City Attorney’s office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield Overlay District area to clarify, simplify, and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City. After a duly held public hearing on March 5, 2024, the Planning Commission adopted Resolution No. 02-24 (Attachment “E”) recommending the City Council to adopt this Ordinance No. 2475.

The amendments in the Ordinance include the following:

Chapter 17.37 “Heavy Trucking Uses” – removing exemption application language for outdated exemption process for existing and new heavy trucking uses; clarifying that improvements and operating standards are mandatory.

Chapter 17.49 “Brownfield Overlay District” – updating provisions to remove sunset and abatement language repealed as a result of the enactment of Ordinance No. 2342 in 2011; updating the title of the Director of Planning and Community Development; clarifying storage requirements and penalties for non-compliance; setting a limit of four (4) maximum intermodal shipping container storage stacking or maximum of 40 feet with a 5-foot setback.

If adopted, this Ordinance will update outdated language and set forth clear and detailed

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

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guidance to heavy trucking operators, business owners, and property owners relating to required improvements and operating standards. In addition, the proposed action seeks to amend the MMC to address inconsistencies between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to maintain the continuation of the status quo in allowing heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses to continue to operate in the Brownfield Overlay District and M-2 Zone.

SUMMARY:

Staff recommends that the City Council waive second reading and approve Ordinance No. 2475 amending Chapter 17.37 “Heavy Trucking Uses” and Chapter 17.49 “Brownfield Overlay District” of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA section 15301 (existing facilities) and 15061(B)(3) (common sense exemption).

ATTACHMENT(S)

1. Attachment A_MTB Ordinance No. 2475 - Brownfield Overlay and Heavy Trucking CC
2. Attachment B_Ordinance No. 2001 (1989)
3. Attachment C_Ordinance No. 2307 (2007)
4. Attachment D_Ordinance No. 2342 (2011)
5. Attachment E_PC_Resolution No. 02-24

NEXT STEPS:

N/A

ORDINANCE NO. 2475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT AREA SPECIFICALLY

WHEREAS, on September 23, 1989, the City Council of the City of Montebello ("City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending Title 17 (Zoning) Index of Primary Uses of the Montebello Municipal Code ("MMC") prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello ("City"); and

WHEREAS, as a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement; and

WHEREAS, in 2007, the City Council adopted Ordinance No. 2307 establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment; and

WHEREAS, according to MMC Section 17.49.012(A), the Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989; and

WHEREAS, Chapter 17.49 set forth a sunset date of November 23, 2019, for heavy trucking uses in the Brownfield Overlay District area requiring abatement of such uses at that time unless a zoning ordinance was adopted which would allow heavy trucking uses to continue or remain beyond the sunset date, resulting in the sunset provision to be automatically repealed and the uses in the Brownfield Overlay District to remain; and

ORDINANCE NO. 2475

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WHEREAS, on June 22, 2011, the City Council adopted Ordinance No. 2342, Code Amendment 1-11, and found that it was consistent with the regulations of the MMC, was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of its residents, guests and visitors to the City of Montebello, and provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District; and

WHEREAS, on August 15, 2023, the City of Montebello received an award for technical assistance from the Environmental Protection Agency for an Environmental Site Assessment for the former Chapin Landfill/Brownfield Area to study and evaluate any potential impacts on the environment and propose mitigation measures to reduce or eliminate any potential impacts; and

WHEREAS, the Planning and Community Development Department held a community outreach meeting with the Environmental Protection Agency and property or business owners in the Brownfield Overlay District area on January 18, 2024, to understand the next steps associated with the environmental analysis of the area; and

WHEREAS, an extended zoning layer, such as the Brownfield Overlay District, is typically created to permit, enhance or restrict certain activities and uses within specific areas in the City beyond that of the underlying zone tailored to the characteristics, whether environmental, economic, or social, of that area; and

WHEREAS, the City Council of the City of Montebello ("City Council") provided direction to the City Attorney's office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield Overlay District area to clarify, simplify, and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City; and

WHEREAS, on March 5, 2024, the Planning Commission of the City of Montebello held a public hearing in accordance with Government Code section 65854 relating to a zoning ordinance to clarify, simplify and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City; and

ORDINANCE NO. 2475

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WHEREAS, after a public hearing at its meeting on March 5, 2024, the Planning Commission of the City of Montebello adopted a Resolution recommending the adoption of this Ordinance to the City Council; and

WHEREAS, at its meeting on March 13, 2024, the City Council held a public hearing in compliance with Government Code section 65856 to receive public comment relating to the zoning ordinance presented; and

WHEREAS, pursuant to Government Code section 65857, the City Council may approve, modify, or disapprove of the recommendation of the Planning Commission, provided that any modification to the ordinance not previously considered by the Planning Commission during its hearing shall first be referred to the Planning Commission for report and recommendation; and

WHEREAS, the City Council desires to amend Chapters 17.37 “Heavy Trucking Uses” and 17.39 “Brownfield Overlay District” of the Montebello Municipal Code as set forth in this Ordinance; and

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. Chapter 17.37 – Heavy Trucking Uses – is hereby amended to read as follows under the Montebello Municipal Code (deletions in ~~strike through~~ and additions in double underline):

Chapter 17.37 HEAVY TRUCKING USES

17.37.010 Purpose.

The purpose of these regulations is to permit the establishment and operation of new heavy trucking uses subject to applicable operational standards and to provide mandatory improvements and operating standards for the existing heavy trucking uses ~~subject to abatement as of November 22, 2009, with an abatement exemption contingent upon compliance with~~ to adequately regulate these uses and ensure that their operations are consistent and compatible with the areas in which they are established.

17.37.020 Definitions.

Refer to Chapter 17.08 of this code.

17.37.030 New heavy trucking uses.

- A. Site Improvements and Operating Standards. All new heavy trucking uses, as defined in Chapter 17.08 of this code, that are established after the effective date of this chapter shall comply with all applicable requirements of this code and the zoning district in which the use is located in addition to the distance requirement of Section 17.37.030.B.
- B. Distance Requirements.
 - 1. Five Hundred Feet Separation Required. A new heavy trucking use, as defined in Chapter 17.08 of this code, shall not be established on any parcel or lot located within five hundred feet of any residential zone or other sensitive land use. A sensitive land use shall include (i) a public or private kindergarten, elementary, middle, junior high or high school; (ii) a licensed child-care facility or preschool other than a small or large family day care facility; (iii) playground; (iv) youth center; (v) recreational facility; (vi) park; or (vii) library.
 - 2. How to Measure Operation. The distance between any parcel or lot used for heavy trucking uses and the residential zone or sensitive land uses detailed above shall be measured in a straight line, without regard to intervening structures, from the closest property line of the parcel or lot used for heavy trucking uses to the closest property line of the residentially zoned property, or sensitive land use.

17.37.040 Existing heavy trucking uses.

All existing heavy trucking uses at the time this chapter ~~became~~ becomes effective ~~as a result of the adoption of Ordinance No. 2342 on 6-22-2011~~, and without an effective conditional use permit, shall ~~be considered exempt from the abatement action of Code Amendment No. 3-89 provided that these uses make an application for exemption and complete~~ be in compliance with the conditions and requirements listed in the notice to comply described in this Chapter. ~~Section 17.37.040.B.2 of this section within twenty-four months of the effective date of this chapter ("compliance term"). There shall be no extensions granted to the compliance term. Any existing heavy trucking use in compliance with the conditions and requirements set forth in this Chapter shall no longer be considered a nonconforming use, as regulated by Chapter 17.54 of this code.~~ Failure to comply with the requirements of this section by any of the affected parties will result in the enforcement of an abatement order by the city.

- A. Site Improvements and Operating Standards. All existing heavy trucking uses, as identified in the paragraph above, shall demonstrate compliance with applicable standards of this code and the zoning district in which the use is located, including but not limited to those regulating lighting and glare, landscaping, screening, noise, vibration, and hazardous substances. Additionally, the following standards shall apply to all applicable uses:

1. A solid decorative wall of at least eight feet in height must be constructed along all property lines abutting, or across an alley from, a residentially zoned property (except that in the required front yard setback of a residential use a three-foot decorative wall shall be constructed and additional non view-obscuring wrought iron may be placed on top of the three-foot wall). A wall shall be considered decorative if it incorporates architectural variation on its surface (i.e. slumpstone, stuccoed, split-face or similar).
2. A landscaped planter of a minimum of ten feet wide shall be required along all property lines abutting a residentially zoned property. The planter shall be fully irrigated and subject to the review and approval of a landscape and irrigation plan by the city's planning division. The landscape plan shall complement the solid eight-foot wall in providing a visual screen and physical separation from the abutting residentially zoned property and shall discourage plant materials susceptible to vermin such as ivy and vines.
3. A photometric plan shall be submitted for review and approval by the city's planning division prior to the issuance of a business license and a certificate of occupancy. The photometric plan shall show lighting levels that do not exceed 0.5 footcandles along any property lines abutting a residentially zoned property.
4. All trash areas and storage of trash/utility bins shall be located a minimum of one hundred feet from any property line shared with a residentially zoned property.
5. Any areas used for the parking of trucks, trailers, or fleet vehicles shall be located a minimum of one hundred feet from any property line shared with a residential zone. Customer or employee parking shall be permitted within the one hundred-foot buffer.

The director, at his/her discretion, may grant specific deviations from these standards (or the standards of this code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

Standards, requirements, allowances and limitations established in this Section shall supersede any conflicting provisions set forth outside of this Chapter.

~~B. Exemption Process.~~

- ~~1. Application. All existing heavy trucking uses at the time of this chapter, without an effective conditional use permit, as described above, which desire to be exempt from the enforcement of the abatement action, may file a "request for exemption" (the "request") with the planning division. The request shall consist of all of the following items:
 - ~~a. An "abatement exemption" application, which must include the names and signatures of both the business operator(s) and the property owner(s); and~~
 - ~~b. A plot plan of the entire subject property site showing all existing and proposed buildings and uses, landscaped areas, parking areas, storage areas, lighting, adjacent uses, and any other data as may be required by the planning division to adequately review the exemption request.~~
 - ~~c. A filing fee in the amount equal to a preliminary plan review, as established in the user fees by resolution of the Montebello City Council.~~~~
 - ~~2. Review. Within fifteen working days of the date of filing a complete abatement exemption application by the applicant, planning staff shall review the plot plan, perform the required site inspection, evaluate the findings and issue a "notice to comply" listing all pertinent site improvements and operating requirements to be implemented by the applicant. If site improvements are required, planning staff shall stipulate a specific timeframe to complete the improvements and shall issue a "site improvement completion" form upon satisfactory completion of all the required operations and improvements.~~
 - ~~3. Nonconforming Status. Any existing heavy trucking use issued a site improvement completion form as a result of this code amendment shall no longer be considered a nonconforming use, as regulated by Chapter 17.54 of this code, and as such shall not be subject to the abatement period applicable to nonconforming uses.~~
- ~~C.B. Intensification, Expansion. The intensification, expansion, or substantial alteration of an existing heavy trucking use will not be permitted unless all applicable requirements of this code and the zone in which the use is located are met in addition to the operation standards of Section 17.37.030.A for the affected areas of the proposal. The distance requirement in Section 17.37.030 shall not apply to the intensification, expansion, or substantial alteration of a heavy trucking use in existence at the time of the effective date of this chapter that is in compliance with the conditions and requirements set forth in this Chapter for existing heavy trucking uses. and qualified for an exemption from the abatement order resulting from Code Amendment 3-89.~~

SECTION 3. AMENDMENT. Chapter 17.49 – Brownfield Overlay District – is hereby amended to read as follows under the Montebello Municipal Code (deletions in strikethrough and additions in double underline):

Chapter 17.49 BROWNFIELD OVERLAY DISTRICT

17.49.010 Brownfield overlay district established and defined.

A. The city of Montebello establishes a Brownfield overlay district in the approximately fifty-five acre Brownfield area that was previously used as a landfill in an effort to allow and cluster certain heavy trucking uses that were deleted from the zoning code on November 22, 1989. In 2011, the adoption of Ordinance No. 2342 reversed the 1989 deletion of heavy trucking uses and set forth conditions and requirements for such uses, however, the Brownfield overlay district remains to provide additional requirements for heavy trucking uses in the specific area. ~~caused by the adoption of Subsequent to the adoption of Ordinance No. 2001 amending the industrial development standards, no new heavy trucking uses were permitted in any zones of the city, and a twenty-year abatement period was established for the previously existing nonconforming uses.~~

B. The Brownfield overlay district shall be located south of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road. The specific boundaries of the Brownfield overlay district are identified on Exhibit "A," which is attached to and is made part of this chapter. An approved Brownfield overlay district will be designated on the official zoning map with a "BF" designation.

17.49.020 Purpose.

The purpose of establishing the Brownfield overlay district includes the following: ~~is a short-term solution that will:~~

- A. Allow certain heavy trucking uses, as defined in Chapter 17.37, such as truck terminals, truck transportation yards and truck storage yards that were previously deleted from the zoning code, to temporarily exist in the Brownfield area at this time;
- B. Promote the better utilization of land with minimal improvements while more in-depth environmental studies are conducted to determine the extent of the mitigation necessary for the Brownfield area;
- C. Cluster certain heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield area; and
- D. ~~Provide time for the city to complete its Phase II Environmental study and address all facets of the potential surface and subsurface problems in the Brownfield area, and to formulate a specific plan for the ultimate establishment of appropriate uses therein.~~

17.49.030 Definitions.

In addition to the definitions contained in Chapter 17.08 of this code, the following words and phrases shall, for the purposes hereof, be designated as follows, unless it is clearly apparent from the context that another meaning is intended:

"Brownfield area" means the real property consisting of approximately fifty-five acres identified on the Exhibit A at the end of this chapter, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

"Truck terminal, draying or freight" means a facility that specializes in the transfer of freight. The terminal is not the point or the final destination of the freight.

"Truck transfer, moving and storage" means a facility that may be similar to a recreational vehicle storage lot, but is intended for the storage of trucks and truck trailers overnight or for longer periods of time.

"Truck transportation yard" means a location where the trucks that are operating at a truck terminal are stored when not in use. May also be the location where trucks are stored (overnight) and then dispatched to their destination(s).

17.49.040 Permitted uses.

- A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the zoning code and Appendix A, index of primary uses shall be permitted in the Brownfield overlay district, including the uses below, except as otherwise specified in this chapter:
 - 1. Truck terminals, draying or freight;
 - 2. Truck transportation yards;
 - 3. Truck transfer, moving and storage;
 - 4. Trucking uses described under Chapter 17.37.
- B. The director of planning and community ~~economic~~ development may deem additional uses to be permitted based on a finding that the use is similar in nature and operation to the permitted uses listed in this subsection.

17.49.050 Prohibited uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the zoning code and Appendix A, index of primary uses, specifically prohibited for the M-2 heavy manufacturing zoning district, shall be prohibited in the Brownfield overlay district except as otherwise specified in this chapter.

B. The director of planning and community ~~economic~~ development may deem additional uses to be prohibited based on a finding that the use is similar in nature, and operation to the prohibited uses listed in subsection A of this section.

17.49.060 Property development standards.

In addition to the requirements of the underlying zone and the requirements for heavy trucking uses set forth in Chapter 13.37, the following requirements shall apply to all new and existing uses allowed in the Brownfield overlay district:

A. General Requirements.

1. Except as otherwise set forth in this chapter, the development characteristics such as lot area, coverage, yards/setbacks, building heights, landscaping and parking shall be the standards of the underlying zoning designation (M-2, heavy manufacturing).
2. All signage, including banners, shall be in conformance with Chapter 17.62 of the Montebello Municipal Code.
3. All uses shall comply with the provisions of Chapter 17.32 of this code, except as specifically stated otherwise in this chapter.
4. All modifications to structures and uses proposed within shall comply with all applicable building, stormwater and fire codes and city ordinances.
5. All properties shall be maintained in a neat and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.

B. Special Requirements.

1. All properties shall be screened from view from the public right-of-way to the satisfaction of the director of planning and community ~~economic~~ development.
2. Truck loading doors and facilities shall not front directly on a public street unless said truck loading doors and facilities are completely screened from public view by decorative masonry walls or appropriate landscape screening.
3. Truck loading doors and facilities shall be designed and located in a manner that prohibits trucks from backing in from or onto the public right-of-way.
4. No damaged or wrecked trucks or other vehicles shall be stored for purposes other than repair. Any truck or other vehicles awaiting repair for more than thirty days shall be removed from the location or stored in an enclosed area.
5. Building facades, including accessory structures such as block walls, shall be painted and repaired where needed by the business and/or property owner.
6. A view-obscuring wall may be substituted with a maximum of eight-foot high chain link fence with metal or vinyl slats.

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7. There shall be no outdoor display or storage of truck parts and supply goods for sale.
8. No inoperable vehicles, intermodal containers, parts or equipment shall be stored within the public right-of-way. Failure to comply will result in the mandatory immediate removal from the public right-of-way at the expense of the business owner and/or property owner responsible for the violation.
9. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from public view, subject to the review and approval of the planning division.
10. Stacking of intermodal shipping containers on private property zoned for industrial use within the Brownfield Overlay District shall be permitted up to four (4) containers high or a maximum of 40 feet and is not subject to screening. Stacking must have a five (5) foot setback from the property line on any side that abuts the public right-of-way.

Standards, requirements, allowances and limitations established in this Section shall supersede any conflicting provisions set forth outside of this Chapter.

The director, at his/her discretion, may grant specific deviations from these standards (or the standards of this code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

17.49.070 Sunset date.

- ~~A. The Brownfield overlay district is established on an interim basis only. The provisions of this chapter establishing the Brownfield overlay district and permitting the uses specified in Section 17.49.040 to exist in the Brownfield area shall only be in effect through November 22, 2019, (the "Sunset Date") and shall automatically be repealed as of that date unless one of the following occurs before the sunset date:~~
- ~~1. An ordinance enacted after the effective date of the ordinance codified in this chapter extends or repeals sunset date; or~~
 - ~~2. The city council of the city of Montebello adopts a specific plan or other zoning ordinance, which allows the heavy trucking uses permitted by this chapter to continue or remain beyond the sunset date.~~
- ~~B. If neither subsection (A)(1) nor (A)(2) of this section occurs prior to the sunset date, all truck transfer, moving and storage, truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been established pursuant to the provisions of this chapter) shall~~

~~become nonconforming uses, subject to the abatement/amortization period set forth in the following Section 17.49.080.~~

~~17.49.080 Abatement/amortization period.~~

~~Except as specifically set forth otherwise in this section, the provisions of Chapter 17.54 of this code governing nonconforming uses shall apply to all truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been established pursuant to the provisions of this chapter) as of the sunset date.~~

- ~~A. All truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and such similar uses as may have been established pursuant to the provisions of this chapter) which have become nonconforming as of the sunset date (November 22, 2019), shall be permitted to continue such uses for a period not to exceed three years following the sunset date.~~
- ~~B. Following the sunset date, the director of planning and economic development shall cause official notification to be sent via certified mail to the legal property owner of record as it appears in the county tax roll, stating the nonconforming status of such truck transfer, moving and storage; truck terminal, draying or freight; truck transportation yard or such similar business use on the property, as well as the start date of the abatement/amortization period. If the operator of such truck transfer, moving and storage; truck terminal, draying or freight; truck transportation yard or such similar business use is different from that of the legal property owner, additional notification shall be sent to the business operator by certified mail. Failure to issue such a notice shall not prejudice the city's rights to subsequently issue a written order of abatement pursuant to Chapter 17.54 of this code or to subsequently require compliance with the then-applicable laws of the city.~~
- ~~C. On November 22, 2022, the conclusion of the three year abatement/amortization period set forth in this section, all nonconforming truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been established therein pursuant to the provisions of this chapter) shall cease operation.~~

SECTION 4. CEQA COMPLIANCE. This is considered a "Project" and is categorically exempt under California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and

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storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

SECTION 5. CONSISTENT WITH GENERAL PLAN. The City Council finds that the amendments being made to the Brownfield Overlay District conditions, standards and requirements as well as the amendments being made to the conditions, standards and requirements of heavy trucking uses within the M-2 zones of the City are consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed amendments will provide clarification and simplification of required standards and conditions to be in compliance with City regulations for the heavy trucking companies and properties located within the Brownfield Overlay District and throughout the City that are vital to the economy of the City. These amendments will also facilitate further environmental review of the Brownfield Overlay District area, a place that was once a landfill, and will encourage cooperation with business and property owners together with the City should any mitigation requirements be found after such study. There will be no change in zones or zoning boundaries, all permitted uses in the Brownfield Overlay District and M-2 zones related to heavy trucking are suitable and consistent with the areas within the City. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

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

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

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

PASSED, APPROVED, AND ADOPTED ____TH DAY OF _____ 2024.

ORDINANCE NO. 2475

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Scarlet Peralta, Mayor

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 ____th day of _____, 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the ____th day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Christopher Jimenez, City Clerk

ORDINANCE NO. 2001

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MONTEBELLO, CALIFORNIA
AMENDING PORTIONS OF ARTICLE IX
OF THE MONTEBELLO MUNICIPAL CODE
RELATING TO INDUSTRIAL DEVELOPMENT STANDARDS
INCLUDING DEFINITIONS, PARKING LOT REGULATIONS
RELATING TO THOSE STANDARDS AND AMENDING
THE INDEX OF PERMITTED USES

THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DOES FIND
AND ORDAIN AS FOLLOWS:

SECTION 1. Purpose: That over time the industrial development standards and Index of Permitted uses contained in the zoning regulations of the Montebello Municipal Code have become outdated and ineffective in adequately protecting the health, safety and welfare of the community, and that revised standards are necessary in order:

- a. to encourage industries currently located in the City to remain and expand their operations.
- b. to attract new industries to the City which will increase the revenues to the City and the Redevelopment Agency and provide employment opportunities for the residents.
- c. to ameliorate or eliminate land use conflicts and substandard infrastructure and substandard private improvements in the area.

SECTION 2. That the Planning Commission held three public study sessions on changes to the current standards and, on August 21, 1989 conducted a public hearing on specific changes to these development standards and permitted uses and to definitions and parking lot regulations relating to these standards.

SECTION 3. That on August 21, 1989 the Planning Commission unanimously recommended approval of Amendment 3-89 adopting specific changes to Sections of Article IX of the Montebello Municipal Code.

SECTION 4. That the City Council finds that the proposed Amendment is consistent with the General Plan and is in the best interest of the general public.

SECTION 5. That the requirements of the California Environmental Quality Act have been satisfied with respect to Amendment 3-89 in that the City Council has determined that the amendment will not have a significant effect on the environment and adopts a Negative Declaration to that effect.

SECTION 6. That the City Council does hereby approve Amendment 3-89 adopting specific changes to Sections 9220.19 (2), 9220.22 (1), 9243.1 through 9245.2, 9246.4 ("Industrial") and 9246.12 C and the Index of Permitted Uses of Article IX of the Montebello Municipal Code as provided for in Exhibit "A".

SECTION 7. That, in addition to and superseding the provisions as set forth in Exhibit "A", any project for which a valid and complete building permit application has been received with fee prior to the adoption of this ordinance shall be allowed to proceed in accordance with the provisions in effect at the time the application was filed and accepted, as provided in the Uniform Building Code.

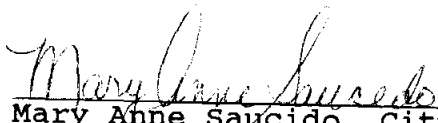
SECTION 8. That if any section or part of this ordinance including Exhibit "A", is found to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other section or part thereof.

SECTION 9. That the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in a manner prescribed by law.

PASSED AND APPROVED THIS 23 DAY OF October, 1989.


William O. Nighswonger, Mayor

ATTEST:


Mary Anne Saucedo, City Clerk

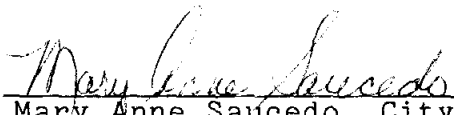
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF MONTEBELLO)

I, Mary Anne Saucedo, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. 2001 was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 9th day of October, 1989; that, thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 23rd day of October, 1989, and carried by the following vote:

AYES: COUNCILMEMBERS: Glasman, Payan, Pizzorno, Salazar,
REF: oparklot Nighswonger

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


Mary Anne Saucedo, City Clerk



Cotton / Beland / Associates, Inc.
Urban & Environmental Planning

Transmittal

Date: November 3, 1989

To: Marianne Cordova
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Project No.: 337.00

Subject: Montebello Zoning Ordinance

We Are Transmitting: One copy of pages II-14.1, II-17, III-34 through
III-45, IV-7, IV-9, IV-14, IV-14.1, and
Index of Permitted Uses pages 4, 18, 19, 20.

At Your Request ☒ For Your Review ☐ For Your Files ☐

Comments/
Action Requested: The dates at the top of each page have been
changed to 11/22/89, and corrections were
made to the text of pages III-44 and IV-9.

Sent Via: UPS

From: Paula Kelly

Copies To:

1028 N. LAKE AVENUE • SUITE 107 • PASADENA, CALIFORNIA 91104 • (818) 791-7682 • (213) 681-2061

SECTION 9220.19

1. Sanitarium and Sanatorium shall mean the same as Nursing and Convalescent Hospital.
2. Self-Storage - A type of warehousing specifically involving real property designed and used for the purpose of renting or leasing individual storage space to persons who are to have access to the space for the purpose of storing and removing personal property, but does not include a garage or other storage area in a private residence.
- 2.a. Senior Citizen's Housing - Any building or portion thereof other than a hospital or rest home, providing living accommodations for ambulatory persons aged 60 or older.

4. Transfer Station - A facility utilized to receive solid wastes, to temporarily store, separate, convert or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport. Transfer station does not include a facility, the principal function of which is to receive, store, convert or otherwise process recyclable materials which have been separated for reuse and are not intended for disposal. (Based on Section 309 of the Solid Waste Ordinance of the County of Los Angeles).
5. Triplex - Three-family dwelling.

SECTION 9220.21

1. Vehicle - Shall mean and include motorcycle, motordriven cycle, motor truck, passenger vehicle, as these phrases are defined in the Vehicle Code of the State of California, and all similar types of vehicles.
2. Video Game Machine - see Amusement Game Machine.

SECTION 9220.22

1. Warehouse - The use of a building or portion of a building for the storage of goods or merchandise which is not used for or related to a manufacturing or retailing business on the same premises.

SECTION 9220.23

1. Yard - The space between a lot line and building line.
2. Yard, Front - A yard extending the full width of the front of a lot between the front property line and the front building setback line (see Figure 3).
3. Yard, Rear Line of Required Front - A line parallel to the front lot line and at a distance equal to the required depth of the front yard and extending across the full width of the lot (see Figure 3).
4. Yard, Rear - A yard extending the full width of the lot in the area between the rear lot line and the rear building setback line (see Figure 3).
5. Yard, Side - A yard extending the full length of the lot in the area between a side lot line and a side building line (see Figure 3).

PART III - DIVISION C

MANUFACTURING ZONES

SECTION 9243 - GENERAL PROVISIONS

SECTION 9243.1 - SCOPE - The following regulations shall be applicable to all properties and uses in the M-1 and M-2 zones.

SECTION 9243.2 - DEVELOPMENT STANDARDS - The property development standards set forth here shall apply to all land in the "M" zones.

- A. LOT AREA, WIDTH AND DEPTH - Determined on a case-by-case basis, a development site plan is required for the creation of any new lot. Any existing lot which is legal at the time this Section is adopted can be developed in accordance with other provisions herein.
- B. OFF-STREET PARKING AND LOADING

Each lot or parcel of land shall have and maintain off-street parking and loading as prescribed in Section 9246 (Off-Street Parking and Loading Regulations).

C. TRASH AREAS

Each lot or parcel of land shall be provided with facilities for the temporary storage and collection of trash and rubbish (hereafter "facilities"), in accordance with the following:

1. Such facilities may be located within a building, or, if in the open, shall be enclosed by a view-obscuring wall or fence.
2. All trash, rubbish, garbage receptacles and surrounding areas shall be regularly cleaned and maintained in a safe and sanitary condition. All containers shall be of substantial construction and provided with tight fitting lids.
3. All trash storage areas shall be located for convenient vehicular access for pick-up and disposal.

D. MECHANICAL EQUIPMENT OR UTILITIES

Mechanical equipment or utilities or similar machinery located outside of the exterior walls of any building, (except window-mounted devices) including roof mounted equipment, shall be:

1. Completely screened (M-1 zone), and completely screened from any public right-of-way (M-2 zone) by use of either:
 - a. View-obscuring landscaping; or
 - b. Architectural features compatible with the main structure(s).
2. Maintained in a clean and proper condition to prevent collection of litter and to avoid unnecessary noise.

E. SIGNS

Each lot or parcel may have signs and sign structures, provided the same are constructed and maintained in accordance with the provisions of Section 9262 (Sign Regulations).

F. SETBACKS, BUFFERING, AND SCREENING

1. Minimum setbacks are shown on Table 1, Setback Requirements.
2. For any lot or parcel developed after the effective date of this Section (11/22/89), the area between the principal building (including an imaginary line extending from the front facade of that building to the side lot lines) and the public street shall be used only for accessory buildings, recreational areas, landscaping, driveways, an improved parking lot or pedestrian access.
3. A solid masonry wall a minimum of six (6) feet in height shall be constructed along all property lines abutting commercially or residentially zoned property (except that in the required front yard setback a three (3) foot masonry wall shall be constructed and additional non-view obscuring wrought iron fencing at least three (3) feet in height may be placed on top of the three (3) foot wall).

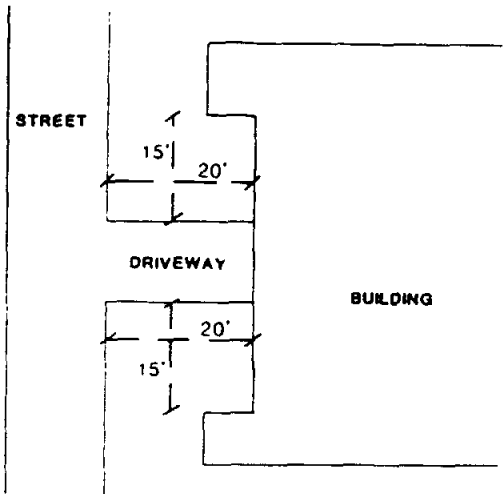
G. LANDSCAPING

1. Landscaping is required throughout required setbacks and other open areas which are visible from the public right-of-way and which are not used for parking, access or loading.
2. Landscaping shall consist of combination of trees, ground cover and shrubbery to adequately cover all designated landscaped areas when installed.
3. All landscaping shall be maintained in a neat, clean and healthful manner. Each landscaped area shall be provided with a permanent, underground, automated irrigation system.
4. Non-living material shall not be substituted for required landscaping, except that decorative rocks or stones may be substituted for groundcover where trees and shrubbery are sufficiently dense.

TABLE 1
SETBACK REQUIREMENTS
INDUSTRIAL ZONES

FROM LOT LINE	MINIMUM SETBACK
Front	20 feet if across from or abutting R zone. 10 feet or 5 feet if decorative facade. 20 feet from street for 15 feet extending from both sides of the driveway when vehicle access directly into building (see illustration below).
Side	5 feet (15 feet if abutting R zone); or 0 feet if no windows or doors (and decorative facade if abutting R zone). 10 feet if sideyard is facing street, or 5 feet if decorative facade. 20 feet if across street from R zone. 20 feet from street for at least 15 feet extending from both sides of the driveway when vehicle access directly into building.
Rear	5 feet (15 feet if abutting R zone); or 0 feet if no windows or doors (and decorative facade if abutting R zone). 20 feet from alley for at least 15 feet extending from both sides of the driveway when vehicle access directly into building.

Front or Street Sideyard Setback-Vehicle Access Directly into Building



5. If a parking lot or loading area is visible from and is located within 50 feet of the street, it shall be separated from the right-of-way by a landscaped strip that is a minimum of five feet wide and located adjacent to the right-of-way.
6. If a parking lot has more than 10 spaces, 5% of the parking lot area must be landscaped in addition to the requirements of number 5 above. If the parking lot is enclosed or is not visible from the public right-of-way, this landscaping may be transferred to any visible location on the site.
7. A landscape plan (including plans for a permanent underground automated irrigation system) shall be submitted with the site plan for all development. All landscaping and trees shall be approved by the City Planning Division, and installed prior to the issuance of a certificate of occupancy.
8. One tree shall be provided for each 20 lineal feet of landscaping. Said trees shall be at least 6 feet in height from the ground to the lowest limb at the time of planting and shall attain an overall height at maturity of at least 15 feet.

H. BUILDING HEIGHT

The height of buildings shall be unlimited except if the lot abuts a residential zone, then the maximum height shall be 35 feet, or 25 feet if the building is within 15 feet of the residential property line.

I. BUILDING INTENSITY

The ratio of floor area to lot size shall be a maximum of 3:1 in the M-1 zone and a maximum of 2:1 in the M-2 zone.

J. VIEW-OBSCURING FENCE SHALL MEAN:

1. a solid masonry wall; or
2. an approved ornamental iron fence maintained together with view-obscuring landscaping or chain-link fence with landscaping on the outside of the chain link fence; or
3. any other type of fencing, constructed of non-combustible material, with view-obscuring landscaping on the street side thereof, or, if not visible from the public right-of-way, then landscaping is not required. Such fencing shall be uniformly painted and maintained in such condition on all sides of such fencing visible from any abutting street; or
4. any combination of the above, if first approved by a Site Development Plan.

5. Security Opening shall mean security openings in any fencing or landscaping required hereunder, not exceeding four feet (4') in width, at locations shown on an approved Site Development Plan. Security openings shall be protected with an approved ornamental iron or galvanized cyclone fencing.

K. BUILDING AND FENCING MATERIALS

1. A building facade or wall over 6 ft. in height shall be considered decorative if it incorporates architectural variation on its surface. That is, for every 6 ft. in height, an additional surface material or color shall be used.
2. No buildings may have exterior metal walls which are not covered by decorative siding or veneer (e.g., masonry block or wood or stucco) unless such walls are not visible from the public right-of-way or commercially or residentially zoned property. Exterior metal building walls which are not visible per the above must conform to Figure 1 of this Section. However, buildings used for emergency equipment and supply storage are exempted from this provision.
3. In no event shall chain link or any other sheet metal or sheet fiber glass/plastic fencing be used parallel to and visible from abutting streets unless completely screened by landscaping.

SECTION 9243.3 - LIMITATIONS ON PERMITTED USES: All uses shall be conducted within a completely enclosed building, or within an enclosed outdoor area which is entirely screened by a view obscuring fence.

A. OUTDOOR USES

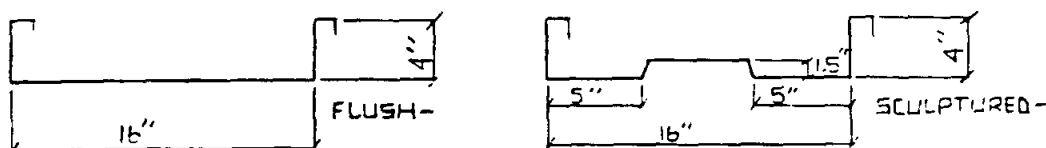
1. For new development, outdoor storage shall be prohibited between the front of the principal building(s) and the public street which abuts the principal building(s).
2. Outdoor storage areas shall be completely screened by walls, fences, or landscaping so that they are not visible from the public right-of-way (M-1 and M-2 zones) or from abutting and adjacent properties (M-1 zone).
3. All outdoor use areas shall be surfaced with not less than 3 inches of asphalt or concrete in compliance with the requirements of Section 9246.6.
4. No materials or wastes shall be stored in such a manner that they may be transferred off the lot by natural causes.

FIGURE - 1

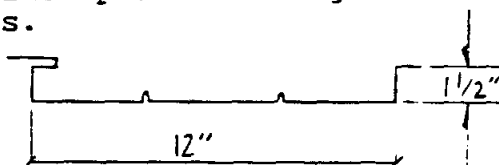
GENERAL STANDARDS FOR METAL PANELS AND COATINGS

1. All metal wall panels shall be 6 - 90 hot dipped galvanized steel, and shall be not less than 24 gauge in thickness. All panels and exposed fasteners shall be coated at the factory with products meeting the following specifications:
 - (A) Colors shall not change more than 5E (hunter) units (per ASTM D-224) for a period of 20 years.
 - (B) Colors shall not chalk more than a 7 rating (per ASTM D-659) for a period of 20 years.
 - (C) Coatings shall not peel, crack, check or chip for a period of 20 years.
2. The following panels illustrated are the only type panels permitted to be used as replacement for existing metal panels:

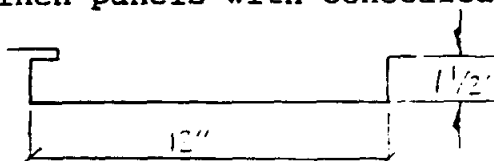
- (A) Embossed architectural panels with concealed fasteners.



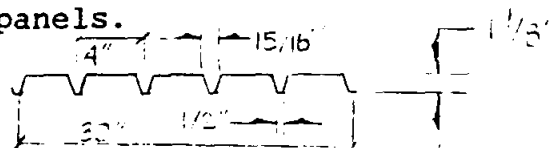
- (B) Flat 12 inch panels with grooves and concealed fasteners.



- (C) Flat 12 inch panels with concealed fasteners.

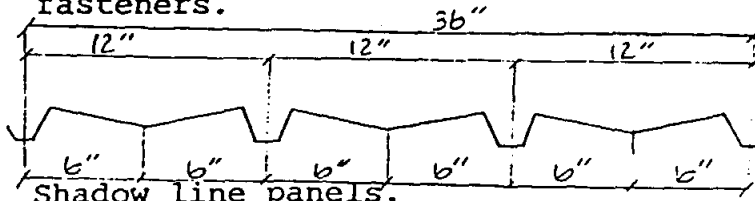


- (D) Type "A" panels.

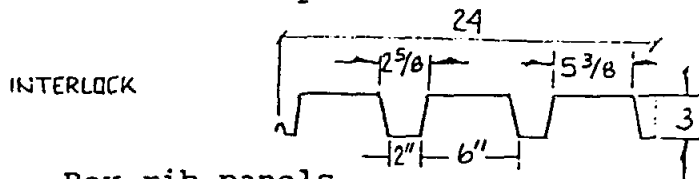


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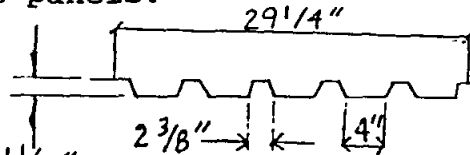
- (E) Vee rib architectural panels with semi concealed fasteners.



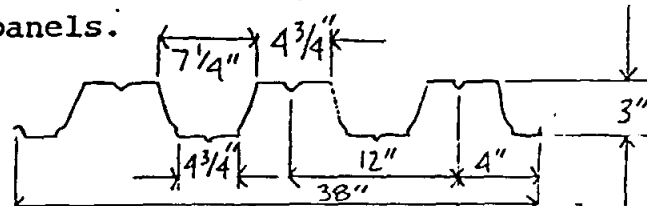
- (F) Shadow line panels.



- (G) Box rib panels.



- (H) Bold line panels.



3. No wall may be constructed or reconstructed using any metal other than those listed and illustrated in Subsection 2, above. The S-Type galvanized corrugated metal panels illustrated below are specifically prohibited.
4. Any metal building which is granted an exception under the provisions of Section F, above, must comply with the following:
 - (a) Planning and Community Development Department would survey building to determine if and to what extent repairs to existing panels are necessary.
 - (b) Owner must do work in accordance with written specifications of the City of Montebello and must use a Licensed Contractor and approved paint.
 - (c) Must obtain a Building Permit.

5. Materials which might cause fumes or dust, which constitute a fire hazard, or which are edible by or attractive to rodents or insects shall be stored only in tightly-closed containers in required enclosures or buildings.

6. Exceptions to these Limitations:

Drive-in uses, restaurants, service stations, electrical distribution substations, horticultural nurseries, vehicular parking and sales, loading docks and other similar uses where outdoor activity is provided for.

B. NOISE

1. Every use shall be so operated that the noise inherently and recurrently generated does not exceed the following levels at the lot line of the lot on which the use is located.

<u>Adjacent zone</u>	<u>Maximum Noise Level</u>	
	<u>7 a.m. to 10 p.m.</u>	<u>10 p.m. to 7 a.m.</u>
Residential	65 dBA	60 dBA
Commercial	70 dBA	70 dBA
Industrial	75 dBA	75 dBA

2. It shall be unlawful for any person on any property within the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, which causes the noise level when measured on any other property, to exceed:
 - a. The noise standard for cumulative period or more than 30 minutes in any hour; or
 - b. The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour; or
 - c. The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour; or
 - d. The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour; or
 - e. The noise standard plus 20 dBA for any period of time.
3. For the purpose of this ordinance, the peak decibel reading for a noise with a fluctuating noise level (such as live or recorded music) shall be considered as the noise level for the entire cumulative period of the noise. Likewise, the time between repetitive intermittent noises (such as banging, pounding, or hammering) shall be included in the cumulative period of the noise.

C. VIBRATION

Every use shall be so operated that the ground vibration generated at any time and measured at any point along the lot line of the lot on which the use is located shall not be perceptible and shall not exceed the following:

<u>Adjacent Zone</u>	<u>Vibration in Inches per Second</u>	
	<u>Impact</u>	<u>Steady-State</u>
Residential	.006	.003
Commercial	.010	.005
Industrial	.100	.040

D. RADIOACTIVITY AND ELECTRICAL DISTURBANCE

1. The use of radioactive materials shall be limited to measuring, gauging, and calibration devices, as tracer elements in X-Ray and like apparatus, and in connection with the processing and preservation of foods. In no event shall radioactivity, when measured at each lot line, be in excess of two and seven-tenths (2.7) by ten (10) to the eleventh (11th) power microcuries per milliliter of air at any moment of time. Transportation of radioactive materials shall be only along routes approved by the City Council.
2. Radio and television transmitters shall be operated at the regularly assigned wave lengths (or within the authorized tolerances therefor) as assigned thereto by the appropriate governmental agency. All electrical and electronic devices and equipment shall be suitably wired, shielded, and controlled so that in operation they shall not, beyond the lot lines, emit any electrical impulse or wave which will adversely affect the operation and control of any other electrical or electronic devices and equipment.

E. TOXIC MATERIALS, FIRE, AND EXPLOSION HAZARDS

1. All storage, use, and disposal of potentially toxic, flammable, or explosive materials shall utilize safety and fire suppression devices as specified by the Fire Department.
2. Prior to obtaining an occupancy permit or business license for any industrial use, a Fire Department clearance must be obtained. A "risk management plan" must be submitted to and approved by the Fire Department for any use including the use, storage or creation of any acutely hazardous material as defined by Section 6.95 of the California Health and Safety Code (in any amount).

F. HEAT AND HUMIDITY

Heat, humidity, or other climactic influence from any source shall not be produced beyond the lot lines of the use.

G. GLARE

No operation, activity, or lighting fixture shall create illumination which exceeds five-tenths (0.5) footcandles at any point on the lot lines of the use, except as necessary to meet the requirements of Section 8140 et seq, Security Provisions.

SECTION 9243.4 - ISSUANCE OF BUILDING PERMITS - No building permit shall be issued for the construction, reconstruction or relocation of any building or structure to be located on any lot in this zone, abutting upon a street having a lesser width than that established by resolution of the City Council unless the following requirements are complied with:

1. Dedication of Street Right of Way

When the building permit valuation is \$15,000 or more, the owner of such lot shall make a formal offer of dedication to the City for public street purposes, and all appurtenant uses, of a depth equal to one-half of the width of the street as described in the City Council resolution.

2. Setbacks

The required setback shall be maintained in this zone for all buildings, structures and appurtenant improvements including off-street parking as measured from the right of way width established by resolution of the City Council.

3. Off-Site Improvements

When the building permit valuation is \$7,500, any building permit shall be subject to provide improvements for curb, gutter and sidewalk in compliance with Section 8104 of the Municipal Code.

PART III - DIVISION C

SECTION 9244 - LIGHT MANUFACTURING ZONE (M-1)

SECTION 9244.1 - PURPOSE AND INTENT - The purpose of the M-1 zone is to provide areas for the establishment of light industrial plants and related activities, and to promote the concentration of such uses in a manner which will foster mutually beneficial relationships within the area, as well as with the areas of the City zoned for heavy industrial development. The regulation of uses and standards of development set forth for the M-1 zone are those deemed necessary to provide the proper environment for the efficient and desirable use of light industrial land, to ensure the availability of adequate infrastructure to serve the permitted uses, to provide the proper safeguards to protect nearby residential, commercial and public uses, to provide an aesthetically pleasant district conducive to good industrial relations, and to attract and encourage the location of desirable light industrial uses.

SECTION 9244.2 - USES PERMITTED -

Uses permitted in the Light Manufacturing (M-1) zone generally include all uses in the C-M zone as well as light manufacturing and automotive-related uses. Industrial and equipment services are also permitted, but distribution and transportation-related services (trucks over 2 tons) are not permitted.

A. PRINCIPAL USES

See Index of Primary Uses for specific uses allowed in an M-1 zone.

B. ACCESSORY USES

All accessory uses and structures incidental to the permitted principal use.

PART III - DIVISION C

SECTION 9245 - HEAVY MANUFACTURING ZONE (M-2)

SECTION 9245.1 - PURPOSE AND INTENT - The purpose of the M-2 zone is to preserve the lands of the City appropriate for heavy industrial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, and aesthetically pleasant industrial district with infrastructure adequate to the types of uses permitted, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations, and to provide proper safeguards and appropriate transition for surrounding land uses.

SECTION 9245.2 - USES PERMITTED -

The uses permitted in the Heavy Manufacturing (M-2) zone generally include all uses permitted in the M-1 zone as well as the heavier manufacturing uses. Warehousing, distribution and transportation-related uses (including trucks over 2 tons) may be permitted with a Conditional Use Permit.

A. PRINCIPAL USES

See Index of Primary Uses for specific uses allowed in an M-2 zone.

B. ACCESSORY USES

All accessory uses and structures incidental to the permitted principal use.

Type of Use	Required Number of Parking Spaces
<u>INDUSTRIAL:</u>	
Any industrial use including warehousing	a) 1 per 500 sq. ft. or 1 per 1/2 the employees on the largest shift whichever is greatest; (existing building option - 1 per each employee upon written certification of employ roster submitted annually); <u>plus</u> b) 1 for each vehicle kept in connection with the use.
Public utilities excepting their business offices	no less than 2 - 1 for each vehicle kept in connection with use; <u>plus</u> 1 for each 2 employees on largest shift

Type of Use	Required Number of Parking Spaces
<u>INSTITUTIONAL:</u>	
Child Care Centers/ Day Care Nurseries	No less than 3 - 1 per each full time employee or adult participant; <u>plus</u> 1 for every 2 part time employee; or adult participants; <u>plus</u> 1 for every 25 children the facility is designed to accommodate
Children's Homes	No less than 3 - 1 for each two employees
Educational Institutions	<u>Elementary & Intermediate schools</u> - 1 for each classroom & lecture hall; <u>High School</u> - 1 for each classroom & lecture hall; <u>plus</u> 1 for every 10 students the facility is designed to accommodate; <u>Business, Professional, Trade Colleges and Universities</u> - 1 for each classroom and lecture hall; <u>plus</u> 1 for each 5 students the facility is designed to accommodate
Elementary and Intermediate school Auditorium	1 for each 5 fixed seats; seats; <u>plus</u> 1 for each 35 sq. ft. of general assembly area
Hospitals	2 for each patient bed
Nursing/Convalescent Hospitals, Sanitariums, Rest Homes, Homes for the Aged	No less than 3 1 for each 2 resident-employees; <u>plus</u> 1 for each 2 residents and/or patients

* See Section 9246.6 for general regulations and development standards.

SECTION 9246.5 - PARKING REQUIREMENTS FOR USES NOT SPECIFIED - The requirement for a use not specifically mentioned will be the same as for a use specified which has similar traffic generating characteristics. The Planning Commission will determine what constitutes a similar use.

SECTION 9246.6 - DEVELOPMENT STANDARDS

A. SIZE OF PARKING SPACES

1. Residential Zones:

All parking spaces required for residential use shall be at least ten (10) feet in width, nor less than twenty (20) feet in depth. The width of each required enclosed parking space may be reduced in order to accommodate columns and end walls where necessary; provided that no such parking space shall have a width of less than nine (9) feet six (6) inches.

2. All Other Zones:

The minimum size of a parking space (whether or not required) shall be a width of eight (8) feet and six (6) inches and a length of eighteen (18) feet with no obstructions allowed. Such spaces shall be striped with double lines spaced 6 inches apart.

3. Each parallel off-street parking space shall have a length of twenty-two (22) feet.

B. PARKING AREA CIRCULATION

1. Minimum aisle widths shall be provided depending upon the angle of the parking spaces they serve (Ref: Parking Standards Chart).

2. Parking areas and driveways serving five (5) or more dwelling units, and serving any commercial or industrial use shall be arranged to permit traffic to move in and out of parking areas, driveways, and ramps without the backing of any vehicle onto a street or highway.

3. One-way driveways, ramps and aisles shall have directional markings to indicate one-way circulation.

4. Parking areas, driveways, maneuvering aisles, ramps and turn-around areas shall be kept free of obstructions at all times.

5. Required parking spaces shall be located a sufficient distance from any access opening into a warehouse building so as to provide for unobstructed vehicle loading spaces in these areas.

Such surfacing shall be designed, constructed and maintained so as to dispose of all surface water. In no case shall such drainage be allowed to flow over or across public sidewalks.

G. STRIPING AND MARKING:

All parking spaces shall be striped with double lines spaced six (6) inches apart ("C" and "M" zones).

H. WHEEL STOPS:

Every parking space that is not separated by a fence or wall from any street or alley property line upon which it abuts, and every parking space which fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a suitable concrete wheelstop or curb barrier not less than two (2) feet from such street or alley, wall or fence property line. Such wheelstop or curb barrier shall be securely installed and maintained.

I. LANDSCAPING:

1. The design, development and maintenance of all landscaping required by this section shall be subject to the approval of the City Planner.
2. All landscaping provided in conjunction with the development of parking facilities serving commercial and manufacturing zoned properties shall be surrounded by a continuous six (6) inch concrete curb.

J. SCREENING:

1. In any zone, except Zones R-1 and R-2, where parking spaces, driveways, maneuvering aisles or turn-around areas are located adjacent to and within fifty (50) feet of any property line separating the site from any public street, the following screening techniques shall be used (See Figure 4):
 - a. A solid masonry wall, between two (2) and three (3) feet in height, shall be constructed and maintained parallel to and not nearer than five (5) feet to such property line; or
 - b. A solar screen type decorative masonry wall or combination solid masonry wall and decorative masonry wall between two (2) and three (3) feet in height shall be constructed and maintained at such property line with a minimum continuous six (6) inch solid concrete curb located parallel to and not nearer than five (5) feet to such property line; or minimum continuous six (6) inch solid concrete curb located parallel to and not nearer than five (5) feet to such property line; or

SECTION 9246.10 - COMPUTING PARKING FOR MIXED OCCUPANCIES IN A BUILDING - In the case of mixed uses in a building or on a lot, the total required number of off-street parking spaces shall be the sum of the requirements for the various uses.

SECTION 9246.11 - COMMON FACILITIES - Common parking facilities serving more than one use may be provided in lieu of individual requirements, but such facilities shall be approved by the City Planner, as to size, shape and relationship to business sites to be served. The total of such off-street parking spaces shall not be less than the number required for the various uses.

SECTION 9246.12 - COMPUTATION OF REQUIRED PARKING SPACES

A. CONSIDERATION OF FRACTIONAL REMAINERS:

Where calculation of the number of spaces required results in a fractional number, any fraction equaling one-half or more shall be rounded to the next higher whole number.

B. PARKING IN BUILDINGS:

Where required parking computations are based on floor area, floor space devoted to parking within the building shall not be included in this computation.

Covered sheds with open side walls shall be deemed to be enclosed buildings for purposes of this Subsection, when the same are used only for lumber storage, loading docks, hay barns, pipe or metal storage, or any similar use.

C. LOADING SPACES:

1. Required Spaces

<u>Gross Floor Area (sq. ft.)</u>	<u>Required Spaces</u>
6,001 - 10,000	1
10,001 - 20,000	2
20,001 - 50,000	3
50,001 - 100,000	4
100,001 - 200,000	5
Each additional 100,000 or fraction thereof	1

2. Size

Each off-street loading space shall be not less than twelve (12) feet in width and thirty (30) feet in length and fifteen (15) feet in height. Where four (4) or more spaces are required, one quarter (25 percent) of the spaces shall have a minimum width of fourteen (14) feet and a minimum length of sixty (60) feet. Loading facilities shall be designed such that the largest anticipated trucks shall not (when loading or unloading) extend into parking or back up and maneuvering area for required parking.

3. Location

Off-street loading facilities shall be located and designed so that the largest anticipated vehicles shall not encroach into public sidewalks, streets, or required driveways in the course of loading or unloading goods.

D. SPACES FOR HANDICAPPED:

1. Size and location of handicap spaces shall be computed as per State Statute.

2. The entire area of a handicap parking space (including both the parking and the access areas) shall be painted with hatched striping (in addition to the state required handicap markings and signage).

3. All handicap access ramps must be constructed such that a minimum of a 5 foot wide ramp access is maintained unobstructed at all times.

SECTION 9246.13 - JOINT USE PARKING - The Planning Commission may authorize the joint use of parking facilities by the following type of uses under the following conditions:

- A. Up to fifty (50) percent of the parking facilities used primarily for a daytime use may be provided by the parking facilities used primarily for a nighttime and/or Sunday use. The reverse is also true: up to fifty (50) percent of the parking facilities used primarily for a nighttime and/or Sunday use may be provided by the parking facilities used primarily for a daytime use.
- B. Up to one hundred (100) percent of the parking facilities required by this Part for a church or for an auditorium incidental to an educational institution may be supplied by parking facilities used primarily for daytime use.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 5410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Access to Property						C	C	C	C		
Acetylene Storage										R	R
Acid Manufacture											C
Addressograph Service									R	R	R
Advertising, Outdoor (Off-Premise)										R	R
Adult Business (See Sec. V18)								C	C	C	C
Agricultural Equipment (sale or rent)										R	R
Agricultural or Horticultural* Growing Grounds	C	C	C	C	C			C			
Air Pollution Station	C	C	C	C	C	C	C	C	C	C	C
Airports and Heliports									**		
Alcohol, Manufacture of											R
Ambulance Service								C	R	R	R
Ammonia, Manufacture of											R
Ammunition, Manufacture of										C	C
Amusement Arcades (See Sec. 9264)								C	C		
Amusement Parks	C							C	C	C	
Animal Shelter										R	R
Antique Shops, Retail								R	R	R	R
Appliance Sales and Repairs (Household and Small Appliances)								R	R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Days and hours of operation must be established through the Conditional Use Permit.
** Heliports only.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Aquariums	C	C	C	C	C	C	C	C	C	C	C
Asphalt Refining or Asphalt Mixing Plants											C
Assembly Buildings and Uses	C				C			C	C	C	
Athletic Fields	C	C	C	C	C	C	C	C	C	C	C
Auditoriums	C	C	C	C	C	C	C	C	C	C	C
Auto Body Repair									C	R	R
Auto and Motorcycle Repair Garages									C	R	R
Auto Wrecking/Dismantling Yard											C
Automobile Rental Agencies								C	R	R	R
Automobile Sales, New & Used								C	R	R	R
Bakery, Retail							R*	R	R	R	R
Banks								R	R	R	R
Barber, Beauty Shops + Cosmetologists							R	R	R	R	R
Barrels, Storage of											C
Bars/Cocktail Lounges ***								C	C		
Beacons, Direction Devices, Stations	C	C	C	C	C	C	C	C	C	C	C
Bird Raising	C	C	C	C	C					R	R
Blast Furnaces or Coke Ovens											C
Book Stores									R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* No baking on the premises.
** Wholesaling in conjunction with retail permitted with CUP.
*** Over 25% of gross floor area of the building used by the primary use.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Borrow Pits (Quarries)	C	C	C	C	C					C	C
Bottling Plants										R	R
Bowling Alley								C	C	C	C
Box, Manufacture of										R	R
Brick, Tile, etc., Manufacture of											R
Brushes, Manufacture of										R	R
Building Materials Sales									R	R	R
Building Materials Storage Yards									R	R	R
Burial Casket Sales									R	R	R
Cabinet Shops									R	R	R
Camps	C	C	C	C	C	C	C	C	C		
Candles, Manufacture of										R	R
Candy & Confectionary Stores (with incidental manufacturing)								R	R	R	R
Candy Manufacture									R	R	R
Canvas, Manufacture										R	R
Carpet Cleaning Plant									R	R	R
Car Washes								C	C	C	C
Carnival, Circus or Fair *	C				C						
Casein Production (except glue)										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* See Temporary Use Permits Section 6410.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Catering Service											R
Cellophane Products Manufacture										R	R
Cement, Lime, Gypsum or Plaster of											
Paris Manufacture											C
Cemetery	C	C	C	C	C	C	C	C	C	C	C
Ceramics Manufacture									R	R	R
Charitable Bins & Depositories						C	C	C	C	C	C
Child Care Centers (see Day Nurseries)*	C	C	C	C	C	C	C	C	C	C	C
Children's Homes	C	C	C	C	C	C	C	C	C		
Churches, Temples, etc.	C	C	C	C	C	C	C	C	C		
Cigar Manufacture										R	R
Cigarette Manufacture										R	R
Clocks, Manufacture of										R	R
Clothing Rental								R	R	R	R
Clubs, Private								C	C	C	C
Coffee Roasting										R	R
Coffins, Manufacture of										R	R
Coins, Purchase and Sales								R	R	R	R
Cold Storage Plants										R	R
Columbariums, Crematoria, Mausoleums	C									C	C
Commercial Incinerators										C	C

NOTE: R = Use by Right

C = Conditional Use Permit

* By right if under 13 children in "R" zones.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Communications Equipment									R	R	R
Concrete Manufacture											R
Temporary Construction											
Equipment Storage Yard*	R	R	R	R	R	R	R	R	R	R	R
Contractor's Equipment Storage Yard									R	R	R
Convalescent Hospitals						C	C	C	C	C	C
Convents & Monasteries	C	C	C	C	C						
Cork Products										R	R
Corrugated Paper Products (Manufacture)										R	R
Cosmetic Manufacture									R	R	R
Costume Design Studios								C	R	R	R
Costume Rentals								R	R	R	R
Courts, Badminton, Tennis, etc.	C	C	C	C	C	C	C	C	C	C	C
Cutlery Manufacture										R	R
Dairy Stores, Drive-In**							R	R	R	R	R
Dairy Stores							R	R	R	R	R
Dairy Products, Manufacture										R	R
Dance Halls								C	C	C	C
Dance Pavilion, Outdoor									C	C	
Dance Studios								C	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* If not on same lot as construction project to which it relates, requires CUP in R zones.
Also permitted on abutting lots during construction and for 30 days thereafter in C and
M zones.

** Requires a CUP if building is within 100 feet of a lot line classified as any "R" zone.

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(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Delicatessen							R	R	R	R	R
Dental Clinic								C	R	R	R
Distillation of Bones											C
Distribution Plants										R	R
Drive-In Restaurants **								R	R	R	R
Drive-In Theaters								C	C	C	C
Drive-In Establishments **							R	R	R	R	R
Drop Forge Industry											C
Drugs, Manufacture & Wholesale										R	R
Drug Stores							R	R	R	R	R
Dry Cleaning Plant									R	R	R
Dry Cleaning and Laundering, Retail & Self-Service							***				
							R	R	R	R	R
Dry Goods Manufacture										R	R
Dwellings, Caretaker									****		
									R	R	R
Dwellings	R	R	R	R	R			(1)	(1)		
Dumps											C

Educational Institutions	C	C	C	C	C	C	C	C	C	C	C

R = Use by Right

C = Conditional Use Permit

* With no restaurant seating.

** Conditional Use Permit required if building is located within 100 feet of a lot line of any lot classified in any of the "R" zones.

*** No plant.

**** See specific zones for more detail (Section 9241.2B2).

***** No pre-schools, primary, junior and high schools.

(1) See Section 9240.2 B7.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Egg Candling										R	R
Electrical Distribution Substations	C	C	C	C	C	C	C	C	C	C	C
Electronic Instruments									R	R	R
Electronic or Neon Sign Manufacture										R	R
Employment Agencies								R	R	R	R
Enamel Products, painted and baked										R	R
Engines, Manufacture										R	R
Engraving, Machine Metal										R	R
Equestrian Establishments	C	C	C	C	C						
Equipment Rentals/Sales								R	R	R	R
Escort Bureaus								R	R	R	R
Explosives, Manufacture & Storage											C
Fabrication of article from previously prepared materials									***	R	R
Family Care Services for 7 or more persons(Convalesceng Mental Patients)	C	C	C	C	C						
Fertilizer, Manufacture of											C
Fat Rendering											C
Feather Products, Manufacture of										R	R
Feed & Fuel Yards										R	R
Feed & Grain Sales									R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Including microwave facilities not to exceed 35 ft. in height.
** Excluding medical, industrial and agricultural equipment.
*** Materials include bone, canvas, cloth, felt, fur, glass, leather (except machine belting)
paper, plastic, shell, textiles, wire, and yarn.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 8410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Finance Companies and Institutions								R	R	R	R
Fiber Products										R	R
Fire Prevention											
Equipment Sales & Service									R	R	R
Fish Hatcheries									R	R	R
Fishing & Casting Ponds	C								C	C	C
Fixtures											
Gas & Electric, Manufacture of										R	R
Floor Covering, Retail								R	R	R	R
Florist Shops								R	R	R	R
Flour Mills										R	R
Food, Prepared, Sale of									R	R	R
Food Products,*											
Manufacturing and Processing of										R	R
Fortunetelling										C	C
Frozen Food Lockers									R	R	R
Fruit and Vegetable Canning										R	R
Fleet Services (service vehicles, limosines)									R	R	R
Furniture, Manufacture of										R	R
Furniture Stores								R	R	R	R
Furniture, Transfer & Storage									R	R	R
Fur Products, Manufacture of										R	R
Furrier Shops								R	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Excluding manufacturing and processing of pickles, vinegar, lard and sausage.

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(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Garbage, etc., Reduction											C
Garden Supplies								R	R	R	R
Garment Manufacturing (see fabrication)										R	R
Gas, Manufacture & Storage											R
Gas Engines, Retail Sales & Service								R*	R	R	R
Glass & Mirrors, Retail								**			
Glass, Production of								R	R	R	R
Glass Studios									R	R	R
Gloves, Manufacturing										R	R
Golf Course, Driving Range, and Club House	C	C	C	C	C	C	C	C	C	C	C
Guest Houses/Accessory Buildings	C	C	C	C	C						
Gunsmith & Gun Shops								R	R	R	R
Gymnasiums								C	R	R	R
Gypsum, Manufacture of											R
Hair Products, Manufacture of										R	R
Hardware Stores								R	R	R	R
Hatcheries, Chicken										R	R
Hat Cleaning & Blocking									R	R	R
Health Food Stores								R	R	R	R
Heating Equipment, Manufacture of										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Three (3) horsepower or less.
** Excluding auto glass and mirrors.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Hobby Supply Shops								R	R	R	R
Home Appliance Repair Shops									R	R	R
Home and Business Maintenance Service									R	R	R
Homes for Senior Citizens and Handicapped				C	C	C	C	C			
Horn Products, Manufacture of										R	R
Horses, Boarding and Raising	C										
Hospitals								C	C	C	
Hospitals, Convalescent and Nursing						C	C	C	C		
Hospitals, Mental								C	C	C	
Hotels***								R	R	R	R
Ice and Cold Storage Plants										R	R
Ice Cream Manufacturing									R	R	R
Ice Cream Parlors								R	R	R	R
Ice Sales (Not Plants)								R	R	R	R
Ink Manufacturing										R	R
Interior Decorating Shops								R	R	R	R
Iron, Steel, Etc., Fabrication											R
Iron Works (Not Foundry)										R	R
Iron, Etc., Foundry											C

NOTE: R = Use by Right
C = Conditional Use Permit
* Accessory outdoor equipment storage must be screened.
** Including rest homes.
*** See Section 9237.3H.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Jewelry, Manufacture of									R	R	R
Junk Dealer (Junkyard, Also Auto or Truck Dismantler)											C
Kenel *									R	R	R
Knitting Mills										R	R
Laboratories (Medical or Dental)								C	R	R	R
Laboratory, Biochemical, Film, Etc.									R	R	R
Labor Hall									C	C	C
Land Reclamation Projects	C	C	C	C	C	C	C	C	C	C	C
Lapidary Shops, Retail								R	R	R	R
Laundromats							R	R	R	R	R
Lawnmowers, Retail & Service								R	R	R	R
Liquor Stores								C	C	C	C
Lithographic Service								C	R	R	R
Locksmith								R	R	R	R
Lumber Yards**									R	R	R
Machinery Storage										R	R
Machinery and Tools, Retail									R	R	R
Machine Shops										R	R
Mail Order House									R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Within an enclosed building.

** No planing mills allowed in C-M zone. Burning operations permitted only in M-1 and M-2, subject to a CUP.

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(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Manufacturer's Agent or Representative								R	R	R	R
Manufacturing, Assembly, Etc.									*	R	R
Markets (Food)							R	R	R	R	R
Markets, Wholesale and Jobbers									R	R	R
Massage Parlors, (See Part VI, B)								C	C	C	C
Mattress Manufacture										R	R
Medical Clinics								C	R	R	R
Medical Equipment (Sales)									R	R	R
Medicines, Manufacture of										R	R
Menageries	C	C	C	C	C	C	C	C	C	C	C
Metals, Manufacture, Etc.									**	R	R
Metal Plating										C	C
Microwave Towers	C	C	C	C	C	C	C	C	C	C	C
Mills, Planing, etc.										R	R
Mobile Home Parks				C	C						
Mobile/Manufactured Homes (Dwellings)***		R	R	R	R						
Mobile Homes, Sales and Rental									R	R	R
Mobile Homes (Offices)						C	C	C	C	C	C

NOTE: R = Use by Right

C = Conditional Use Permit

* See fabricating.

** Precious or semi-precious metals only.

*** See Section 9232.2A.3.

**** Temporary Use Permit permitted if use is for 90 days or less. Conditional Use Permits are subject to conditions of approval which include, but are not limited to, a specified expiration date and physical improvements needed to address public improvements, maintenance and aesthetics.

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(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Mortuaries and Funeral Parlors								C	R	R	R	
Motel/Hotel*								R	R	R	R	
Motion Picture Studios (Outdoor Sets Prohibited)									R	R	R	
Motorcycle Sales								C	R	R	R	
Motors, Electric, Manufacture of										R	R	
Musical Instruments, Manufacture of										R	R	
Music Schools & Studios								C	R	R	R	
Music Stores								R	R	R	R	
Natural Mineral Resources**						C	C	C	C	C	C	
Newspaper Distribution										R	R	
Newspaper Printers								C	R	R	R	
Novelties, Manufacture of										R	R	
Nurseries								(1) R	R	R	R	
Nursery Growing Grounds	C	C	C	C	C				R	R	R	
Observatories	C	C	C	C	C					C	C	
Off-Premise Signs ***										R	R	
Offices (Business and Professional)						R	R	R	R	R	R	
Office Equipment and Supplies												
Retail Sales and Rental								R	R	R	R	

NOTE: R = Use by Right
C = Conditional Use Permit
* See Section 9237.3M.
** Except petroleum production.
*** See Section 9262 et seq.
(1) Retail sales only

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Oil and Gas Production*	R	R	R	R	R	R	R	R	R	R	R
Oil Cloth or Linoleum Manufacturing											R
Oil Extraction Plants											C
Optical Manufacturing									R	R	R
Orthopedic Devices (Sales)								R	R	R	R
Outdoor Storage Areas										R	R
Packaging Business									R	R	R
Paint Mixing **										R	R
Paint, Oil,											***
Shellac, Etc. Manufacture of											R
Paper Products (Cutting, Embossing and Folding)								C	R	R	R
Paper Pulp, Manufacture of											C
Parcel Delivery Stations										R	R
Parking, Off Street	****	****	****	****	****						
	C	C	C	C	C	C	C	R	R	R	R
Pawnshop										R	R
Perfume, Manufacture of										R	R
Pest Control Operators									R	R	R
Pet Shops/Grooming								R	R	R	R
Petroleum Refining											C
Petroleum Storage											R

NOTE: R = Use by Right

C = Conditional Use Permit

* See Section 9248 et.seq. and 9253 et.seq.

** No boiling or tank farms. Above-surface storage limited to 200 gallons.

*** Conditional Use Permit required if boiling process used.

**** See Section 9230.3A(4).

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(Temporary Use Permits Required - Refer to
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CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Photograph Records, Manufacture of										R	R
Photocopying Shops								R	R	R	R
Photoengraving and Finishing									R	R	R
Photofinishing, Retail								R	R	R	R
Photography Studios								R	R	R	R
Physical Fitness Parlors								C	R	R	R
Plaster of Paris, Manufacture of											C
Plastic, Fabrication and Molding										C	R
Plumbing Shops and Supply Yards									R	R	R
Plumbing Supplies, Retail								R	R	R	R
Pool and Billiard Halls								C	C	C	C
Postal Service								R	R	R	R
Pottery, Manufacture of										R	R
Pottery Stores									R*	R	R
Prefabricated Buildings Manufacture										R	R
Press Forges (Upset and Drop)											C
Printers								C	R	R	R
Public Utilities Business Office						R	R	R	R	R	R
Public Utilities (Operated by Mutual Agencies)	C	C	C	C	C	C	C	C	C	C	C
Public Utilities Service Yards										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* No kilns or manufacturing.

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(Temporary Use Permits Required - Refer to
Section 5410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Race Tracks and Rodeos	C							C		C	C
Radio and Television											
Broadcasting Studios									R	R	R
Radio and Television Stores								R	R	R	R
Radio & TV Transmitters and Receivers (Commercial)	C	C	C	C	C	C	C	C	C	C	C
Recording Studios									R	R	R
Recreational Facilities & Playgrounds	C	C	C	C	C	C	C	C	C	C	C
Recycling Centers*										R	R
Recycling Collection Facility*								R	R	R	R
Recycling Plant*											C
Recycling Station*											C
Reducing Salons								C	R	R	R
Restaurants								R	R	R	R
Retail Stores								R	R	R	R
Rock Crushing or Distribution											C
Roofing and Roofing Tile Manufacture										R	R
Rope Manufacture										R	R
Rubber Fabrication										R	R
Rubber Manufacture/Reclamation											C
Rug, Manufacture of										R	R
Sash & Door Manufacture										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Section 9263.2A.

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CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Scales, Public									R	R	R	
Schools (Commercial) and Studios								C	R	R	R	
Scientific Instruments, etc.												
Manufacture									R	R	R	
Scientific Instruments, Small												
Sales & Repair								R	R	R	R	
Second Hand Stores									R	R	R	
Self Storage									C	C	C	
Service Stations *								C	C	C	C	
Sewage Disposal Plants											C	
Sheet Metal Shop										R	R	
Shoe Repair Shops								R	R	R	R	
Shoe Shine Stands								R	R	R	R	
Shoes, Manufacturing										R	R	
Sign Shops									R	R	R	
Silk Screen Shops								R	R	R	R	
Slaughter House											C	
Smelting of Tin, Copper, Etc.											C	
Soap Manufacturing (cold mix only)										R	R	
Soda and Compound Manufacturing											R	
Soft Drinks Manufacturing & Bottling										R	R	
Solid Fill Projects	C	C	C	C	C	C	C	C	C	C	C	
Springs, Manufacturing										R	R	

NOTE: R = Use by Right
C = Conditional Use Permit
* Or any use within a converted or existing service station.

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Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Stained Glass Assembly									R	R	R
Stationary Stores								R	R	R	R
Statuary Manufacturing											R
Steam Electric Generating Stations											R
Stone Monuments and Tombstones										R	R
Stones, Precious Etc., Manufacture									R	R	R
Storage or Baling of Rags, Etc.											C
Storage of Sand, Gravel, etc.											C
Storage of Transit Equipment											C
Storage of Vehicles (capacity under 2 tons)									R	R	R
Store Fixtures, Manufacture										R	R
Stove or Shoe Polish Manufacture											R
Substance Abuse Treatment Center (Residential and Non-Residential)								C	C	C	C
Swimming Pool Equipment Sales								R	R	R	R
Tailor Shops, Retail								R	R	R	R
Take Out Food Stores* (No eating on premises)							R	R	R	R	R
Tank Farms											C
Tanneries											C
Taxidermists										R	R
Telephone Answering Service						R	R	R	R	R	R
Telephone Repeater Station						C	C	C	C	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* See "Drive-In Establishments".

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
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CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Temporary Storage Fills *	R	R	R	R	R	R	R	R	R	R	R
Terminals and Stations (Taxi, Bus, Limousine, Etc.)									C	C	C
Testing Labs (Medical, Biochemical, Film)									R	R	R
Textiles, Manufacturing										R	R
Theaters								C	C	C	C
Tile Manufacturing										R	R
Tile Sales								R	R	R	R
Tire Sales and Service									C	R	R
Tire Rebuilding										R	R
Toiletries, Manufacture of									**	R	R
Tools, Manufacture of										R	R
Toys, Manufacture of										R	R
Trading Stamp Redemption Stores								R	R	R	R
Trailers, Sales									R	R	R
Transfer, Moving and Storage (prohibited in all zones 11/22/89)										-R-	-R-
Transmitters, Radio & Television (Commercial)						C	C	C	C	C	C
Truck Repairing***										R	R
Truck Sales and Rentals								****			
Truck, Trailer Rental (Less than 2 tons)								C	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Requires a grading permit. If over 6 months, also requires a CUP.

** Excluding soap manufacture.

*** Applies to trucks with a carrying capacity of 2 tons or more.

**** Including service and limited to 2 ton.

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(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Truck-Terminals-(Draying-or-Freight)	(prohibited in all zones 11/22/89)											
Truck-Transportation-Yard	(prohibited in all zones 11/22/89)											
Truck Storage, Washing and Cleaning*											C	
Type Printers, Manufacture of										R	R	
Typewriters, Sales and Repair								R	R	R	R	
Upholstery Shop								**				
Vending Machines, Sales & Service								R	R	R	R	
Venetian Blinds, Manufacture of										R	R	
Veterinarian								R	R	R	R	
Vitamin Tablets, Manufacture of										R	R	
Warehouses									R	R	R	
Water Reservoirs	C	C	C	C	C				C	C	C	
Wedding Chapels						C	C	C	C			
Welding Equipment and Supplies									R	R	R	
Welding Shops										R	R	
Wholesale Business									R	R	R	
Wine Storage										R	R	
Wineries											C	
Wire Fabrication									R	R	R	
Wood Products Manufacturing										R	R	

NOTE: R = Use by Right

C = Conditional Use Permit

* Applies to trucks with a carrying capacity of 2 tons or more.

** Excluding automobile upholstery.

CITY OF MONTEBELLO

NOTE: R = Use by Right
C = Conditional Use Permit

ORDINANCE NO. 2307

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH AN OVERLAY DISTRICT PERMITTING CERTAIN HEAVY TRUCKING USES IN THE BROWNFIELD AREA SUBJECT TO A SUNSET DATE

Case No: Code Amendment 1-07

Applicant: City Initiated

Location: South of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road.

WHEREAS, in 1989, the City Council of the City of Montebello (the "Council") passed Ordinance No. 2001 amending the Industrial Development Standards of Title 17 of the Montebello Municipal Code (the "Code") to prohibit heavy trucking uses (such as Truck Terminals, Truck Transportation Yards and Truck Storage) in all zones in the City of Montebello (the "City"); and

WHEREAS, the heavy trucking uses in existence at the time Ordinance No. 2001 was passed were allowed to continue operating as non-conforming uses, subject to a 20-year abatement period which is due to expire on November 22, 2009; and

WHEREAS, an area encompassing approximately 55 acres in the M-2 (Heavy-Manufacturing) district of the City, formerly used as a landfill and classified as a Brownfield area, is currently undergoing a Phase II Environmental Assessment study to determine the extent and nature of underground contamination existing therein; and

WHEREAS, City staff had identified the 55 acre Brownfield area as a potentially suitable site for heavy trucking uses that are subject to the abatement period and similar types of business to occupy on an interim basis, provided such uses engage in minimal physical development; and

WHEREAS, the Council proposes to establish an Overlay District in the Brownfield area, (the "Brownfield Overlay District"), to allow certain heavy trucking uses that are subject to the abatement period and similar types of businesses to operate as permitted uses on a temporary basis in the Brownfield area, until such time that the City completes the environmental studies, performance of mitigation or remediation measures (if necessary) and adoption of a Specific Plan for the Brownfield area; and

WHEREAS, the Council finds that the establishment of provisions governing the property development standards in the Brownfield Overlay District are necessary in order to:

- A. Allow certain heavy trucking uses that were previously deleted from the Zoning Code, but have been deemed appropriate in the proposed Brownfield Overlay District at this time; and
- B. Promote the better utilization of land, by permitting uses that require only minimal physical improvements while more in-depth environmental studies are conducted to determine the extent of the remediation necessary for the Brownfield area; and
- C. Cluster heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield area; and

- D. Provide time for the City to address all facets of any surface and subsurface problems in the study area and to formulate a Specific Plan for the establishment of appropriate uses in the Brownfield area; and

WHEREAS, the Montebello Planning Commission (the "Commission") conducted a duly noticed public hearing on May 15, 2007, which was continued to June 5, 2007, and then to June 19, 2007 concerning this Ordinance, the Initial Study of Environmental Impacts and the Negative Declaration; and

WHEREAS, the Commission determined that the adoption of the proposed Ordinance will not have a significant impact on the environment as evidenced in the Initial Study of Environmental Impacts, and recommended that the Council adopt and certify the Negative Declaration as adequate; and

WHEREAS, the Commission recommended that the Council adopt the proposed Ordinance after further determining that the proposed Ordinance: (1) was consistent with the regulations of the Montebello Municipal Code; (2) was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the orderly development of land uses throughout the City as stipulated by Goal No.1 in the Land Use element of the General Plan as well as the South Montebello Redevelopment Project Area; (3) provided effective guidelines and requirements for the establishment and adoption of the Brownfield Overlay District and the proposed uses to be permitted therein; and (4) further protected the general peace, health, safety, and welfare of the community; and

WHEREAS, the Council conducted a public hearing to consider the proposed Ordinance establishing the Brownfield Overlay District, the Initial Study of Environmental Impacts and the Negative Declaration prepared and posted pursuant to the California Environmental Quality Act.

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

SECTION 1: That the findings in the foregoing recitals are hereby adopted as part of this Ordinance.

SECTION 2: Based on the entire record before the Council and all written and oral evidence presented, the Council finds that the proposed Ordinance complies with CEQA and hereby adopts the Negative Declaration for the following reasons:

- A. The Initial Study and Negative Declaration were prepared and posted for the proposed Code Amendment containing a complete and accurate reporting of the environmental impacts associated with the proposed code amendment. The documents have been completed in compliance with the City adopted CEQA and the State CEQA Guidelines.
- B. The Initial Study and Negative Declaration prepared for the proposed Code amendment reflect the independent judgment of the City Council.
- C. As the decision making body for the proposed Code Amendment, the City Council reviewed and considered the information contained in the Initial Study, Negative Declaration, and administrative record prior to approving the proposed Code Amendment.
- D. All environmental impacts of the proposed Code Amendment are insignificant. There is no substantial evidence in the record supporting a fair argument that the proposed Code Amendment will result in significant impacts.
- E. The proposed Code Amendment will not result in any changes to the following resources: (1) riparian land, rivers, streams, watercourses and wetlands; (2) native and non-native plant life and the soil required to sustain habitat for fish and wildlife; (3) rare and unique plant life and

ecological communities dependant on plant life; (4) listed threatened and endangered plants and animals and the habitat in which they are believed to reside; (5) all species listed as protected or identified for special management in the Fish and Game Code, the Public Resources Code, the Water Code or regulations adopted thereunder; (6) all marine and terrestrial species subject to the jurisdiction of the Department of Fish and Game and the ecological communities in which they reside; and (7) all air and water resources, the degradation of which will individually or cumulatively result in a loss of biological diversity among the plants and animals residing in that air and water."

SECTION 3. That a new Chapter 17.49 is hereby added to Title 17 (Zoning) of the Montebello Municipal Code which Chapter shall read as follows:

**Chapter 17.49
BROWNFIELD OVERLAY DISTRICT**

17.49.010 Brownfield Overlay District Established and Defined.

17.49.020 Purpose.

17.49.030 Definitions.

17.49.040 Permitted Uses.

17.49.050 Prohibited Uses.

17.49.060 Property Development Standards.

17.49.070 Sunset Date.

17.49.080 Abatement/Amortization Period.

17.49.010 Brownfield Overlay District Established and Defined.

A. The City of Montebello hereby establishes a Brownfield Overlay District in the approximately 55-acre Brownfield Area that was previously used as a landfill in an effort to allow and cluster certain heavy trucking uses that were deleted from the Zoning Code on November 22, 1989. Subsequent to the adoption of Ordinance No. 2001 amending the Industrial Development Standards, no new heavy trucking uses were permitted in any zones of the City, and a 20-year abatement period was established for the previously existing nonconforming uses.

B. The Brownfield Overlay District shall be located south of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road. The specific boundaries of the Brownfield Overlay District are identified on Exhibit "A," which is attached to and is made part of this Ordinance. An approved Brownfield Overlay District will be designated on the official zoning map with a "BF" designation.

17.49.020 Purpose.

The establishment of the Brownfield Overlay District is a short-term solution that will:

- A. Allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards that were previously deleted from the Zoning Code, to temporarily exist in the Brownfield Area at this time;
- B. Promote the better utilization of land with minimal improvements while more in-depth environmental studies are conducted to determine the extent of the mitigation necessary for the Brownfield Area;
- C. Cluster certain heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield Area; and

- D. Provide time for the City to complete its Phase II Environmental study and address all facets of the potential surface and subsurface problems in the Brownfield Area, and to formulate a Specific Plan for the ultimate establishment of appropriate uses therein.

17.49.030 Definitions.

In addition to the definitions contained in Chapter 17.08 of this Code, the following words and phrases shall, for the purposes hereof, be designated as follows, unless it is clearly apparent from the context that another meaning is intended:

“Brownfield Area” means the real property consisting of approximately 55 acres identified on the attached Exhibit A, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

“Truck Terminal, Draying or Freight” means a facility that specializes in the transfer of freight. The terminal is not the point or the final destination of the freight.

“Truck Transportation Yard” means a location where the trucks that are operating at a truck terminal are stored when not in use. May also be the location where trucks are stored (overnight) and then dispatched to their destination(s).

“Truck Transfer, Moving and Storage” means a facility that may be similar to a recreational vehicle storage lot, but is intended for the storage of trucks and truck trailers overnight or for longer periods of time.

17.49.040 Permitted Uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the Zoning Code and Appendix A, Index of Primary uses shall be permitted in the Brownfield Overlay District, including the uses below, except as otherwise specified in this Chapter.

1. Truck Terminals, Draying or Freight
2. Truck Transportation Yards
3. Truck Transfer, Moving and Storage

B. The Director of Planning & Economic Development may deem additional uses to be permitted based on a finding that the use is similar in nature and operation to the permitted uses listed in this subsection.

17.49.050 Prohibited Uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the Zoning Code and Appendix A, Index of Primary uses, specifically prohibited for the M-2 Heavy Manufacturing zoning district, shall be prohibited in the Brownfield Overlay District except as otherwise specified in this Chapter.

B. The Director of Planning & Economic Development may deem additional uses to be prohibited based on a finding that the use is similar in nature, and operation to the prohibited uses listed in Subsection 17.49.050 A.

17.49.060 Property Development Standards.

In addition to the requirements of the underlying zone, the following requirements shall apply to all new uses allowed in the Brownfield Overlay District:

A. General Requirements.

1. Except as otherwise set forth in this Chapter, the development characteristics such as lot area, coverage, yards/setbacks, building

heights, landscaping and parking shall be the standards of the underlying zoning designation (M-2, Heavy Manufacturing).

2. All signage, including banners, shall be in conformance with Chapter 17.62 of the Montebello Municipal Code.
3. All uses shall comply with the provisions of Chapter 17.32 of this Code, except as specifically stated otherwise in this Chapter.
4. All modifications to structures and uses proposed within shall comply with all applicable building, stormwater and Fire Codes and City ordinances.
5. All properties shall be maintained in a neat and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.

B. Special Requirements.

1. All properties shall be screened from view from the public right-of-way to the satisfaction of the Director of Planning & Economic Development.
2. Truck loading doors and facilities shall not front directly on a public street unless said truck loading doors and facilities are completely screened from public view by decorative masonry walls or appropriate landscape screening.
3. Truck loading doors and facilities shall be designed and located in a manner that prohibits trucks from backing in from or onto the public right-of-way.
4. No damaged or wrecked trucks or other vehicles shall be stored for purposes other than repair. Any truck or other vehicles awaiting repair for more than 30 days shall be removed from the location or stored in an enclosed area.
5. Building facades, including accessory structures such as block walls, shall be painted and repaired where needed by the business and/or property owner.
6. A view-obscuring wall may be substituted with a maximum of eight (8) foot high chain link fence with metal or vinyl slats.
7. There shall be no outdoor display or storage of truck parts and supply goods for sale.
8. No inoperable vehicles shall be stored within the public right-of-way.
9. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from public view, subject to the review and approval of the Planning Division.

17.49.070 Sunset Date.

A. The Brownfield Overlay District is established on an interim basis only. The provisions of this Chapter 17.49 of the Code establishing the Brownfield Overlay District and permitting the uses specified in Section 17.49.040 to exist in the Brownfield Area shall only be in effect through November 22, 2019, (the "Sunset Date") and shall automatically be repealed as of that date unless one of the following occurs before the Sunset Date:

1. An ordinance enacted after the effective date of this ordinance extends or repeals Sunset Date; or

2. The City Council of the City of Montebello adopts a Specific Plan or other zoning ordinance, which allows the heavy trucking uses permitted by this Chapter to continue or remain beyond the Sunset Date.

B. If neither 1 nor 2 occurs prior to the Sunset Date, all Truck Transfer, Moving and Storage, Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) shall become nonconforming uses, subject to the abatement/amortization period set forth in the following Section 17.49.080.

17.49.080 Abatement/Amortization Period.

Except as specifically set forth otherwise in this Section, the provisions of Chapter 17.54 of this Code governing nonconforming uses shall apply to all Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) as of the Sunset Date.

- A. All Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) which have become nonconforming as of the Sunset Date (November 22, 2019), shall be permitted to continue such uses for a period not to exceed three (3) years following the Sunset Date.
- B. Following the Sunset Date, the Director of Planning & Economic Development shall cause official notification to be sent via certified mail to the legal property owner of record as it appears in the County tax roll, stating the nonconforming status of such Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight; Truck Transportation Yard or such similar business use on the property, as well as the start date of the abatement/amortization period. If the operator of such Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight; Truck Transportation Yard or such similar business use is different from that of the legal property owner, additional notification shall be sent to the business operator by certified mail. Failure to issue such a notice shall not prejudice the City's rights to subsequently issue a written order of abatement pursuant to Chapter 17.54 of this Code or to subsequently require compliance with the then-applicable laws of the City.
- C. On November 22, 2022, the conclusion of the three (3) year abatement/amortization period set forth in this Section 17.49.080, all nonconforming Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established therein pursuant to the provisions of this Chapter 17.49) shall cease operation.

SECTION 4. Appendix A (Index of Primary Uses) to Title 17 (Zoning) of the Montebello Municipal Code is hereby amended to read as follows:

USE	ZONE										
	(R = Use by right; C = Conditional Use Permit)										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Transfer, Moving & Storage ⁵⁶											R ⁵⁶
Truck Terminals, Draying or Freight ⁵⁷											R ⁵⁷
Truck Transportation Yard ⁵⁸											R ⁵⁸

SECTION 5. The following footnote numbers 56, 57 and 58 are hereby added to the "Footnotes for Appendix A" (Index of Primary Uses) to read as follows:

56. Transfer, Moving & Storage prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Transfer, Moving & Storage is a permitted use by right only in the Brownfield Overlay District; subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

57. Truck Terminals, Draying or Freight prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Terminals, Draying or Freight are permitted uses by right only in the Brownfield Overlay District, subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

58. Truck Transportation Yards prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Transportation Yards are permitted uses by right only in the Brownfield Overlay District; subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

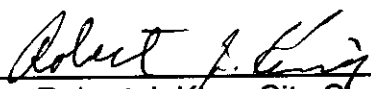
SECTION 7. This Ordinance shall take effect thirty (30) days after its final passage by the City Council.

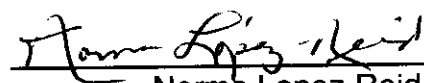
SECTION 8. The City Clerk of the City of Montebello is hereby directed to certify the passage and adoption of this Ordinance and to cause it to be published or posted as required by law.

First read at a regular meeting of the City Council held on the 8th day of August, 2007 and adopted and ordered published at a regular meeting of said Council held on the 22nd day of August, 2007.



ATTEST:


Robert J. King, City Clerk


Norma Lopez-Reid, Mayor

APPROVED AS TO FORM:


J. Arnoldo Beltran, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, Robert J. King, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No.2307 was introduced, on August 8, 2007 was passed and duly adopted by the City Council of the City of Montebello at their regular meeting of August 22, 2007, and carried by the following vote:

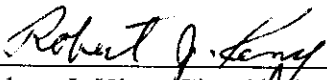
AYES: Members: Vasquez, Molinari, Bagwell, Siccama, Lopez-Reid

NOES: Members: None

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 22nd day of August 2007.



Robert J. King, City Clerk

CA-1-07
Brownfield Area Map



EXHIBIT "A"

ORDINANCE NO. 2342

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO (1) PERMIT CERTAIN HEAVY TRUCKING USES IN THE M-1 AND M-2 ZONING DISTRICTS, (2) ADD CHAPTER 17.37 ESTABLISHING APPLICABLE OPERATIONAL STANDARDS FOR THESE USES, AND (3) PROVIDE THOSE HEAVY TRUCKING USES FOUND TO BE SUBJECT TO ABATEMENT AT THE TIME OF ADOPTION OF THIS ORDINANCE WITH AN ABATEMENT EXEMPTION CONTINGENT UPON COMPLIANCE WITH MANDATORY PROPERTY IMPROVEMENTS AND OPERATING STANDARDS

Case No: Code Amendment 1-11
Applicant: City Initiated
Location: Citywide in the M-1 and M-2 Zoning Districts

WHEREAS, on September 23, 1989, the City Council of the City of Montebello (the "City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending portions of Article IX of the Montebello Municipal Code ("MMC"), currently Title 17 (Zoning) of the MMC, relating to industrial development standards, including definitions, parking lot regulations relating to those standards and amending the Index of Primary Uses, and

WHEREAS, the 1989 Zoning Code amendment to the Index of Primary Uses prohibited the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City; and

WHEREAS, on November 22, 1989, Code Amendment 3-89 became effective and as result all existing Heavy Trucking Uses without a Conditional Use Permit ("CUP") at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement pursuant to the provisions of Chapter 17.54 of the MMC, and

WHEREAS, the abatement period ended on November 22, 2009 and the aforementioned Heavy Trucking Uses became subject to abatement at that time, and

WHEREAS, the City Council in 2006 and 2009 held study sessions on the imminent ending of the amortization period and the ensuing potential abatement of specific Heavy Trucking Uses and the City Council expressed its concerns about both the ongoing negative impacts created by the continued operation of these uses and the impacts that the enforcement of the abatement of these uses could create on the City's economy; and

WHEREAS, on October 14, 2009 the City Council, after consideration of Planning staff's findings on the identified 30 Heavy Trucking Uses subject to abatement, approved a temporary stay of enforcement of the pending abatement and subsequently directed staff to conduct neighborhood meetings with the affected business, property owners and residents to discuss the implications of the pending abatement and to gather information from these parties to assist the City Council in its decision concerning the abatement; and

WHEREAS, Planning staff, after having duly notified all affected parties, conducted three neighborhood meetings to obtain their input on the pending abatement; and

WHEREAS, Planning staff, upon completion of the neighborhood meetings analyzed and evaluated the record of this case, the input from the City Attorney, the findings from field observations, and the input received from the businesses, property owners, and residents affected by the pending abatement, held two public study sessions with the Planning Commission on December 21, 2010, and January 18, 2011, and

WHEREAS, the Planning Commission, after considering staff's input and public comments, recommends that the City Council consider allowing the affected uses to be exempt from the abatement action contingent upon meeting certain mandatory property improvements and operating standards; and

WHEREAS, in order to exempt the affected uses from abatement, these uses had to be reestablished in the M-1 and M-2 zoning districts, the Planning Commission further determined to recommend to the City Council to consider allowing Heavy Trucking Uses either by right or with a CUP; and

WHEREAS, on February 9, 2011, at a study session, the City Council, after consideration of Planning staff's input, Planning Commission's recommendations and public input, determined that all of the affected uses be exempt from the pending abatement contingent upon their compliance within a reasonable timeframe with certain mandatory regulations and requirements; and

WHEREAS, on the same date, the City Council further determined to allow the establishment and operation of Heavy Trucking Uses by right subject to compliance with specific property improvements and operating standards and directed Planning staff to promptly initiate the required amendment to the MMC to implement said determinations, and

WHEREAS, on May, 3, 2011, the Planning Commission conducted a duly noticed public hearing on the proposed Code Amendment 1-11, contained herein, at which time the Planning Commission considered all oral and written testimony and determined to recommend that the City Council adopt the Negative Declaration and approve the proposed Code Amendment after further determining that the proposed Code Amendment: (1) was consistent with the regulations of the Montebello Municipal Code, (2) was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of residents, guests, and visitors to the City of Montebello, and (3) provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, on June 8, 2011, the City Council conducted a duly noticed public hearing and considered staff's input, the Planning Commission's recommendations, and public comments on the proposed Code Amendment.

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

SECTION 1. The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them part of this Ordinance

SECTION 2. **CEQA Finding.** Based on the entire record before the City Council, and all written and oral evidence presented, including the Planning Commission's recommendation, the City Council finds that the proposed Ordinance complies with the California Environmental Quality Act (CEQA), and hereby acknowledges the Environmental Initial Study prepared by staff, and adopts the Negative Declaration.

SECTION 3. **CHAPTER 17.08, DEFINITIONS, IS HEREBY AMENDED TO ADD THE FOLLOWING SECTIONS:**

17 08.132. Catering Truck Service Yard (Heavy Trucking). "Catering Truck Service Yard" means a facility that allows for the overnight storage of catering/lunch trucks, ice cream trucks, or similar type of vehicles, and may include a commissary, wash racks, and maintenance facilities.

17.08.776. Truck Washing and Cleaning (Heavy Trucking). “Truck Washing and Cleaning” means a facility where trucks, truck trailers, recreational vehicles, and other similar vehicles can be taken to be washed. All vehicles washed leave the facility shortly afterwards, and are not stored at the facility overnight.

17.08.777. Truck/RV Storage Yard (Heavy Trucking). “Truck Storage Yard” means a facility intended for the storage of trucks, truck trailers, recreational vehicles, and other similar vehicles from different owners for storage overnight, or longer periods of time. Independent truck drivers and recreational vehicle owners are able to store their vehicle at such a facility. Accessory washing facilities are permitted for vehicles stored at the facility.

17.08.778. Truck Terminals, Draying, or Freight (Heavy Trucking). “Truck Terminals, Draying, or Freight” means a storage and distribution facility that specializes in the transfer of freight, but excludes trucking accessory to another business. Typically, a truckload of goods will arrive at the truck terminal, empty the load of goods onto the loading dock area/cross dock, and the goods will be redistributed to other trucks where the goods will be shipped out to other destinations within a short period of time. The terminal is not the point of origin or the final destination of the freight. It includes transportation establishments furnishing services incidental to air, motor freight, and rail transportation including:

- A. Freight forwarding services
- B. Freight terminal facilities
- C. Joint terminal and service facilities
- D. Packing, crating, inspection and weighing services
- E. Postal service bulk mailing distribution centers
- F. Transportation arrangement services
- G. Trucking facilities, including moving, transfer and storage

17.08.779. Truck Transportation Yard (Heavy Trucking). “Truck Transportation Yard” means a location where trucks that are operating a truck terminal are stored when not in use, and may include maintenance facilities. It may also be the location where a fleet of trucks are stored (overnight) and dispatched to other facilities for construction services, maintenance services, or the loading and distribution of freight. Such uses include but are not limited to solid waste hauling operations, street sweeping services, and the like.

SECTION 4. CHAPTER 17.34 IS HEREBY AMENDED AS FOLLOWS:

17.34.020. Permitted Uses. Uses permitted in the light manufacturing (M-1) zone generally include all uses in the C-M zone as well as light manufacturing and automotive-related uses. Industrial and equipment services are also permitted.

SECTION 5. CHAPTER 17.36 IS HEREBY AMENDED AS FOLLOWS:

17.36.020. Permitted Uses. The uses permitted in the heavy manufacturing (M-2) zone generally include all uses permitted in the M-1 zone as well as the heavier manufacturing uses.

SECTION 6. CHAPTER 17.37 IS HEREBY ADDED TO THE MONTEBELLO MUNICIPAL CODE TO READ AS FOLLOWS:

Chapter 17.37

HEAVY TRUCKING USES

Sections:

- 17.37.010 Purpose.**
- 17.37.020 Definitions.**
- 17.37.030 New Heavy Trucking Uses.**
- 17.37.040 Existing Heavy Trucking Uses.**

17.37.010 Purpose.

The purpose of these regulations is to permit the establishment and operation of new Heavy Trucking Uses subject to applicable operational standards and to provide the existing Heavy Trucking Uses subject to abatement as of November 22, 2009, with an abatement exemption contingent upon compliance with mandatory improvements and operating standards to adequately regulate these uses and ensure that their operations are consistent and compatible with the areas in which they are established

17.37.020 Definitions. Refer to Chapter 17 08 of this Code.

17.37.030 New Heavy Trucking Uses.

A. Site improvements and operating standards.

All new Heavy Trucking Uses, as defined in Chapter 17 08 of this Code, that are established after the effective date of this Ordinance shall comply with all applicable requirements of this Code and the zoning district in which the use is located in addition to the distance requirement of Section 17.37 030.B

B Distance requirements.

1 *500 feet separation required.* A new Heavy Trucking Use, as defined in Chapter 17 08 of this Code, shall not be established on any parcel or lot located within 500 feet of any residential zone or other sensitive land use. A sensitive land use shall include (i) a public or private kindergarten, elementary, middle, junior high or high school; (ii) a licensed child-care facility or preschool other than a small or large family day care facility; (iii) playground, (iv) youth center; (v) recreational facility; (vi) park; or (vii) library

2. *How to measure operation.* The distance between any parcel or lot used for Heavy Trucking Uses and the residential zone or sensitive land uses detailed above shall be measured in a straight line, without regard to intervening structures, from the closest property line of the parcel or lot used for Heavy Trucking Uses to the closest property line of the residentially zoned property, or sensitive land use

17.37.040 Existing Heavy Trucking Uses.

All existing Heavy Trucking Uses at the time this Ordinance becomes effective, and without an effective Conditional Use Permit, shall be considered exempt from the abatement action of Code Amendment No 3-89 provided that these uses make an application for exemption and complete the conditions and requirements listed in the Notice To Comply described in Section 17.37 040.B.2 of this Section within 24 months of the effective date of this Ordinance ("Compliance Term"). There shall be no extensions granted to the Compliance Term. Failure to comply with the requirements of this Section by any of the affected parties will result in the enforcement of an abatement order by the City

A. Site Improvements and Operating Standards.

All existing Heavy Trucking Uses, as identified in the paragraph above, shall demonstrate compliance with applicable standards of this Code and the zoning district in which the use is located, including but not limited to those regulating lighting and glare, landscaping, screening, noise, vibration, and hazardous substances. Additionally, the following standards shall apply to all applicable uses:

1 A solid decorative wall of at least 8 feet in height must be constructed along all property lines abutting, or across an alley from, a residentially zoned property (except that in the required front yard setback of a residential use a three-foot decorative wall shall be constructed and additional non view-obscuring wrought iron may be placed on top of the three-foot wall). A wall shall be considered decorative if it incorporates architectural variation on its surface (i.e slumpstone, stuccoed, split-face or similar).

2. A landscaped planter of a minimum of 10 feet wide shall be required along all property lines abutting a residentially zoned property. The planter shall be fully irrigated and subject to the review and approval of a landscape & irrigation plan by the City's Planning Division. The landscape plan shall complement the solid eight-foot wall in providing a visual screen and physical separation from the abutting residentially zoned property and shall discourage plant materials susceptible to vermin such as ivy and vines.

3 A photometric plan shall be submitted for review and approval by the City's Planning Division prior to the issuance of a business license and a Certificate of Occupancy. The photometric plan shall show lighting levels that do not exceed 0.5 footcandles along any property lines abutting a residentially zoned property.

4 All trash areas and storage of trash/utility bins shall be located a minimum of 100 feet from any property line shared with a residentially zoned property.

5 Any areas used for the parking of trucks, trailers, or fleet vehicles shall be located a minimum of 100 feet from any property line shared with a residential zone. Customer or employee parking shall be permitted within the 100-foot buffer.

The Director, at his/her discretion, may grant specific deviations from these standards (or the standards of this Code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this Chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

B Exemption Process.

1 Application. All existing Heavy Trucking Uses at the time of this Ordinance, without an effective Conditional Use Permit, as described above, which desire to be exempt from the enforcement of the abatement action, may file a "Request for Exemption" (the "Request") with the Planning Division. The Request shall consist of all of the following items.

a. An "Abatement Exemption" application, which must include the names and signatures of both the business operator(s) and the property owner(s); and

b. A Plot Plan of the entire subject property site showing all existing and proposed buildings and uses, landscaped areas, parking areas, storage areas, lighting, adjacent uses, and any other data as may be required by the Planning Division to adequately review the exemption request.

c. A Filing Fee in the amount equal to a Preliminary Plan Review, as established in the User Fees by Resolution of the Montebello City Council.

2. Review Within 15 working days of the date of filing a complete Abatement Exemption application by the Applicant, Planning staff shall review the Plot Plan, perform the required site inspection, evaluate the findings and issue a "Notice to Comply" listing all pertinent site improvements and operating requirements to be implemented by the Applicant. If site improvements are required, Planning staff shall stipulate a specific timeframe to complete the improvements and shall issue a "Site Improvement Completion" form upon satisfactory completion of all the required operations and improvements.

3. Nonconforming Status. Any existing Heavy Trucking Use issued a Site Improvement Completion Form as a result of this Code amendment shall no longer be considered a nonconforming use, as regulated by Chapter 17 54 of this Code, and as such shall not be subject to the abatement period applicable to nonconforming uses.

B Intensification, Expansion

The intensification, expansion, or substantial alteration of an existing Heavy Trucking Use will not be permitted unless all applicable requirements of this Code and the zone in which the use is located are met in addition to the operation standards of Section 17.37 030(A) for the affected areas of the proposal. The distance requirement in Section 17.37 030 shall not apply to the intensification, expansion, or substantial alteration of a Heavy Trucking Use in existence at the time of the effective date of this Ordinance and qualified for an exemption from the abatement order resulting from Code Amendment 3-89

SECTION 7. APPENDIX A, ENTITLED "INDEX OF PRIMARY USES," OF TITLE 17 IS HEREBY AMENDED AS FOLLOWS:

A. Adding "Catering Truck Service Yard (Heavy Trucking)" with a footnote to the Index of Primary Uses, and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Catering Truck Service Yard (Heavy Trucking) ⁵⁶										R ⁵⁶	R ⁵⁶

B Adding "Truck Washing & Cleaning (Heavy Trucking)" with a footnote to the Index of Primary Uses; and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Washing & Cleaning (Heavy Trucking) ⁵⁶										R ⁵⁶	R ⁵⁶

C Adding "Truck/RV Storage Yard (Heavy Trucking)" with a footnote to the Index of Primary Uses; and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck/RV Storage Yard ⁵⁶										R ⁵⁶	R ⁵⁶

D Amending "Truck Terminals, Draying or Freight" with a footnote to the Index of Primary Uses.

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Terminals, Draying or Freight ⁵⁶										R ⁵⁶	R ⁵⁶

E. Amending “Truck Transportation Yard” with a footnote to the Index of Primary Uses.

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Transportation Yard ⁵⁶										R ⁵⁶	R ⁵⁶

F Deleting existing **Footnotes 56, 57, and 58** of the Footnotes for Appendix A.

G Adding new **Footnote 56** of the Footnotes for Appendix A as follows.

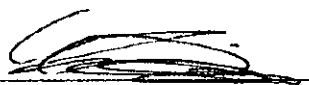
“56 See Chapter 17 37 of this code.”

SECTION 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance or the rules adopted hereby The City Council of the City of Montebello hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 8. That the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law

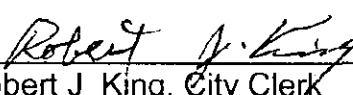
PASSED, APPROVED AND ADOPTED this 22nd day of June, 2011

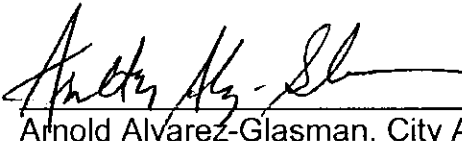



Art Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:


Robert J King, City Clerk


Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF MONTEBELLO)

I, Robert J King, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No.2342 was introduced, on June 08, 2011 and duly adopted by the City Council of the City of Montebello at their regular meeting of June 22, 2011, and carried by the following vote:

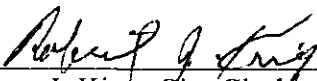
AYES Members: Perez, Molinari, Cortez, Gomez, Barajas

NOES Members: None

ABSTAIN Members: None

ABSENT Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 22nd day of June 2011



Robert J King, City Clerk



CITY OF MONTEBELLO PLANNING COMMISSION

RESOLUTION NO. 02-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THE CITY COUNCIL TO ADOPT AN ORDINANCE AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT AREA SPECIFICALLY AND FINDING THAT THE CODE AMENDMENT IS STATUTORILY EXEMPT UNDER CEQA SECTION 15301 (EXISTING FACILITIES) AND 15061(B)(3) (COMMON SENSE EXEMPTION)

WHEREAS, pursuant to Government Code section 65853, a zoning ordinance or an amendment to a zoning ordinance which imposes any regulations for the use of buildings, structures, and land as between industry, business, residences, and open space shall be adopted in the manner set forth in Sections 65854 to 65857 of the Government Code; and

WHEREAS, section 65854 of the Government Code requires that the planning commission hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance; and

WHEREAS, after such hearing, the planning commission shall render its decision in the form of a written recommendation to the legislative body including reasons for the recommendation, the relationship of the proposed ordinance or amendment to applicable general and specific plans, pursuant to Government Code section 65855; and

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

WHEREAS, on September 23, 1989, the City Council of the City of Montebello ("City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending Title 17 (Zoning) Index of Primary Uses of the Montebello Municipal Code ("MMC") prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck

transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello ("City"); and

WHEREAS, as a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement; and

WHEREAS, in 2007, the City Council adopted Ordinance No. 2307 establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment; and

WHEREAS, according to MMC Section 17.49.012(A), the Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989; and

WHEREAS, Chapter 17.49 set forth a sunset date of November 23, 2019, for heavy trucking uses in the Brownfield Overlay District area requiring abatement of such uses at that time unless a zoning ordinance was adopted which would allow heavy trucking uses to continue or remain beyond the sunset date, resulting in the sunset provision to be automatically repealed and the uses in the Brownfield Overlay District to remain; and

WHEREAS, on June 22, 2011, the City Council adopted Ordinance No. 2342, Code Amendment 1-11, and found that it was consistent with the regulations of the MMC, was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of its residents, guests and visitors to the City of Montebello, and provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District; and

WHEREAS, on August 15, 2023, the City of Montebello received an award for technical assistance from the Environmental Protection Agency for an Environmental Site Assessment for the former Chapin Landfill/Brownfield Area to study and evaluate any potential impacts of proposed actions on the environment and propose mitigation measures to reduce or eliminate any potential impacts; and

WHEREAS, the Planning and Community Development Department held a community outreach meeting with the Environmental Protection Agency and property or business owners in the Brownfield Overlay District area on January 18, 2024, to understand the next steps associated with the environmental analysis of the area; and

WHEREAS, the City Council of the City of Montebello ("City Council") provided direction to the City Attorney's office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield overlay district area to clarify, simplify, and specify conditions and requirements for the Brownfield overlay district and heavy trucking uses within the City; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

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

NOW THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares and resolves as follows:

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

SECTION 2. The Planning Commission, having independently heard, considered, and weighed all the evidence in the administrative record, including but not limited to the staff reports, the previous ordinances, and the draft ordinance prepared for the City Council; the Montebello Municipal Code and other applicable City laws finds this record adequate and appropriate evidentiary basis for the findings set forth in this Resolution and is hereby incorporated herein by this reference.

SECTION 3. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the adoption of the

Ordinance amending Chapters 17.37 and 17.49 of the Montebello Municipal Code relating to heavy trucking uses and the Brownfield Overlay District (Exhibit "A") and hereby recommends that the City Council of the City of Montebello adopt the Ordinance.

SECTION 4. The Planning Commission hereby finds that the amendments being made to the Brownfield Overlay District conditions, standards and requirements as well as the amendments being made to the conditions, standards and requirements of heavy trucking uses within the M-2 zones of the City are consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed amendments will provide clarification and simplification of required standards and conditions to be in compliance with City regulations for the heavy trucking companies and properties located within the Brownfield Overlay District and throughout the City that are vital to the economy of the City. These amendments will also facilitate further environmental review of the Brownfield Overlay District area, a place that was once a landfill, and will encourage cooperation with business and property owners together with the City should any mitigation requirements be found after such study. There will be no change in zones or zoning boundaries, all permitted uses in the Brownfield Overlay District and M-2 zones related to heavy trucking are suitable and consistent with the areas within the City. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 5. This is considered a "Project" and is categorically exempt under California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

SECTION 6. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 5th day of March 2024 by the Planning Commission.

Chair Cuevas: ☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli: () AYE () NOE ☒ ABSENT () ABSTAIN
Commissioner Medina: ☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales: ☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez: ☒ AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas
Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi
Joseph A. Palombi, Director
Planning & Community Development Department



ITEM # 4

**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 PROFESSIONAL SERVICE AGREEMENT NO. 4185 WITH PALADIN TECHNOLOGIES FOR PURCHASE AND INSTALLATION OF A SECURITY CAMERA SYSTEM FOR THE POLICE DEPARTMENT AND CITY HALL

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Service Agreement No. 4185 to Paladin Technologies for purchase and installation of a security camera system at the Montebello Police Department, lobby areas of City Hall, and adjacent parking lots in an amount of \$353,275; and
2. Authorize the City Manager to execute Agreement No. 4185 and approve change orders up to an additional fifteen percent (15%) of the initial contract amount if necessary; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$406,300 in Account No. 100-80-815-6040.10 (General Fund, Police, Support Services, Other Contract Services); and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff issued Request for Proposals (RFP) No. 24-5 (Attachment C) on September 22, 2023 to retain a qualified contractor to install security cameras within the Police Department and City Hall areas. After a thorough review, scoring and interview process of vendors who submitted qualified proposals in response to RFP No. 24-5, Paladin Technologies was chosen. Staff recommends approval of Professional Services Agreement No. 4185 (Attachment B) with Paladin for the multi-phased installation of

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 4

security cameras in an around the Montebello Police Department building and City Hall areas.

The proposal has a project cost of \$353,275, across six (6) phases of work (Attachment A). The majority of expenses (\$265,422) are associated with material, equipment and supplies, with the remaining expenses (\$87,833) for contractor labor. Funding for this project will come from the General Fund, and the recommended action requires a budget amendment of \$406,300 in Account No. 100-80-815-6040.10 (General Fund, Police, Support Services, Other Contract Services). The total increase in appropriations includes additional funding in the event that change orders are needed.

BACKGROUND/DISCUSSION:

Currently, the City has a very antiquated video security system installed at various buildings and facilities. The system was initially installed as a method to enhance safety for visitors and employees by acting as a crime deterrent, providing situational awareness for security personnel and law enforcement responding to incidents, and providing evidentiary video if an incident occurs.

The current video camera system lacks modern features such as high-resolution video quality, remote monitoring, advanced analytics, and has inadequate storage of data and information, which are crucial for effective surveillance and incident prevention. Moreover, there are certain Federal law enforcement requirements which the camera system upgrade will meet, ensuring the City is complying with Federal regulations.

In addition to age, the current security camera system is comprised of multiple disjointed systems at various locations and facilities. The hardware and software vary in brand, technology, capacity, and capability, making maintenance and operations unnecessarily complicated. The City wishes to create a unified, centralized security camera system that is capable of future expansion. Furthermore, the City is seeking ongoing support services to ensure staff is trained in how to properly operate the system and for maintenance and repair services.

The project will be broken into several phases, which will eventually install/upgrade a total of fifty-three (53) cameras in locations inside and outside of the Police Department, City Hall, and adjacent parking lots. Required network equipment will be installed, as well as required software and training are required components of the project. These video camera upgrades are essential to enhance public safety, improve law enforcement capabilities, ensure the security of the community and for Federal law enforcement compliance requirements.

Staff received City Council approval to issue a Request for Proposals (RFP) at the September 13, 2023 meeting. Subsequently, RFP No. 24-5 was published via The Daily Journal and posted on Planet Bids inviting proposals from highly qualified contractors (Attachment C). Nine companies responded to the RFP. A review and selection process was used to evaluate proposals based on a combination of qualifications, reputation/reference check and proposed fees. The selection process included a physical site walk by interested vendors, posting of follow-up questions and answers to further

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

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clarify the RFP and required proposal elements, a full review of each proposal and personal reference contact with agencies currently using the vendors, which resulted in scores for nine vendors (Attachment D). The RFP review team consisted of City staff from the Police and Finance Departments, and the Division of Information Technology.

The three highest scoring vendors who were determined to meet the needs of the Department and the qualifications requested in RFP 24-5 were invited for interviews by the rating team. The following three (3) proposers were ranked in accordance with the guidelines of RFP No. 24-5 and were evaluated based on the understanding of the scope of work, project approach, budget, references, interview performance and other criteria. Their total scores are listed in parentheses, along with their estimated project:

- A3 Communications-Blue Violet - \$368,310 (276)
- Paladin Technologies - \$353,275 (270)
- Monarch - \$261,936 (257)

Paladin Technologies was selected over the competitors based upon a review of qualitative attributes (i.e., work plan, project approach, references, and experience). While their total project cost was not the lowest and the rating was in the middle of the top three, the review team felt their overall qualifications and work with other government agencies were the best fit for the City's needs and overall success in completing the scope of the project. Furthermore, Paladin has a successful track record of completing projects of similar size and complexity for other public agencies. They currently have contracts with the Orange County Sheriff's Department, San Diego State University and the City of Fullerton.

Paladin Technologies provides the installation of a security camera system that will ensure reliable recording in and around the police department and City Hall. The proposal includes warranties, software, cameras, and three (3) network video recorders with 520 Terabytes (TB) each of storage (Attachment A). Video retention for 366 days for jail and evidence areas and 30 days retention for the rest of the cameras is also included.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Professional Services Agreement No. 4185 (Attachment B) with Paladin Technologies to provide installation of a security camera system at the Montebello Police Department, lobby areas of City Hall, and adjacent parking lots to the Police Department and City Hall. In addition, a budget amendment in the amount of \$406,300 is needed in Account No. 100-80-815-6040.10

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

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(General Fund, Police, Support Services, Other Contract Services). These appropriations include sufficient funding for the estimated project cost of \$353,275 plus contingency in the event of change orders.

ATTACHMENT(S)

1. Attachment A - Proposal - Paladin Tech
2. Attachment B - Agreement No. 4185 - Paladin Technologies
3. Attachment C - RFP 24-5 - Camera System Upgrade Project
4. Attachment D - RFP 24-5 - Camera System Upgrade Project- Evaluation Sheet

NEXT STEPS:

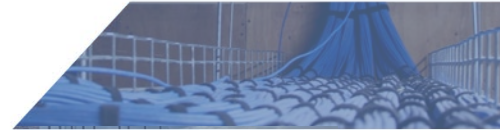
N/A



City of Montebello

RFP No. 24 – 5 Camera System Upgrade Project

November 28, 2023



Casey West

Director, Strategic Accounts

cwest@paladintechologies.com

12742 Knott St

Orange County, CA 92841

t: 619-788-4199

www.paladintechologies.com



Letter of Introduction

November 28, 2023

Attn: Michael Solorza, Director of Finance & Information Technology | City of Montebello
Department of Finance & Information Technology | msolorza@montebelloca.gov | 323-887-1200

Paladin Technologies is North America's top integrator offering coast to coast coverage. We are pleased to be considered for collaboration and we understand the importance of providing customized solutions for our clients. This proposal details our qualifications and proposes our solution for the City of Montebello's Finance & Information Technology need as detailed in the RFP No. 24 – 5 Camera System Upgrade Project documents.

Paladin's robust project methodology and emphasis on clear and streamlined communication enables our team to deliver projects on time and on budget. Bearing in mind the project's requirements for a skilled and experienced team, our PMO has drafted the following proposed schedule:

Phase 1: 64 hours> Approx 1 week

Phase 2: 177 hours> Approx 3 weeks

Phase 3: 84 hours> Approx 10 days

Phase 4: 57 hours> Approx 1 week

Phase 5: 77 hours> Approx 1 week

We have a successful track record of completed municipal projects of similar size and complexity. These accomplishments demonstrate our expertise with Genetec and Hanwha systems. We are confident in our team's ability to succeed as your technology partner.

Paladin ensures the provision of a competent, complete, and concise project delivery from start to finish. Led by myself, Casey West, our team is excited by the opportunity to work with you. The designated project personnel, whose resumes are included in this proposal, have relevant experience working on projects of similar scope and size. We will make it our mission to discover, design, and deliver excellence to you every step of the way.

The key project staff involved in the planning period are: Paul Mason, Senior Project Manager, Eddie Lujan, Engineering Manager, Ramon Alvarez, Foreman, Paul Gomez, Application Engineer, and Raymond Ortiz, Technician II.

Please do not hesitate to reach out should you require more information or have questions about our submission.

Sincerely,

Casey West | Director of Strategic Accounts

E: cwest@paladintechologies.com | T: 619-788-4199



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Project Understanding & Approach

Statement of Understanding

Paladin is pleased to provide this proposal regarding the installation of an electronic security system. As a general summary, this proposal is for a defined labor and material scope of work based on information provided by the City.

General Approach to Completion

Project Methodologies

Paladin's Project Management Office has developed a PMBOK-based project management methodology that prioritizes productivity, mitigates external influencing factors and delays, and provides quality security systems. Supporting the assigned project manager, our project team has years of experience and training in project management and works collaboratively. Responsibility for meeting deadlines and budget is firmly assigned to the project manager who is empowered to make decisions and direct all project resources as needed to meet schedule requirements.

Paladin's project management strategy is built on the use of the Microsoft Project platform and a series of standardized document templates. Paladin uses Microsoft Project to divide the project into work sections, assign time schedules, and provide an overall schedule. Paladin further uses the software to define task priorities, predecessors, resource requirements, and task constraints. Paladin's Project Management Office (PMO) currently uses nation-wide standardized document templates for every phase of a project. Our database of templates ensures that the quality of our projects is consistent and meets or exceeds the standard of our clients' needs.

Project Necessities

Identification:

- All tasks in the project and expected task durations
- All necessary information and coordination required (e.g.: subcontractors, other trades)
- Procurement status of all hardware & software for the project
 - Values for all steps and sub-steps
 - Actual versus planned budget
 - All necessary hardware & software
 - Spare parts & warranty value

Optimization:

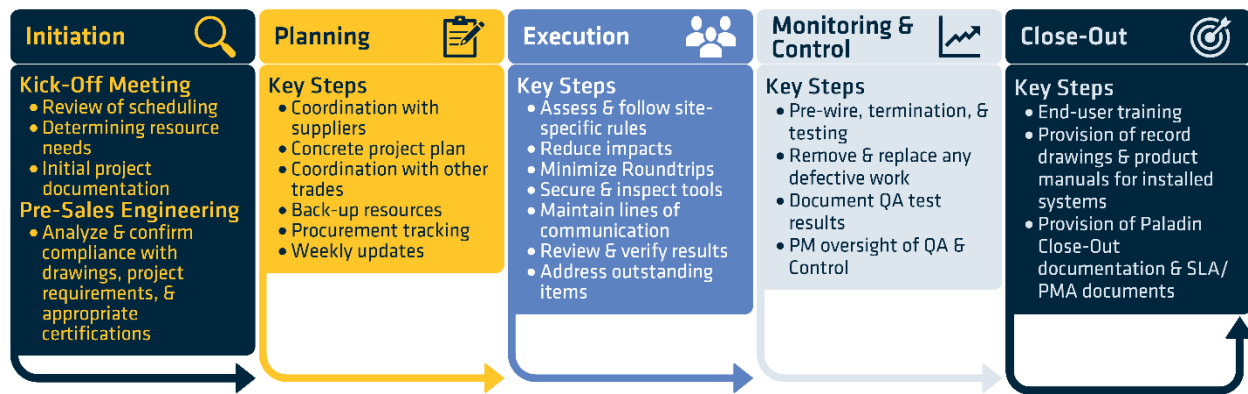
- Standardization of reporting requirements
- Tracking & control of milestone payments & contract additions
- Expert advice from manufacturers: working with our partners to optimize our projects

Detailed Work Plan:

- Weekly status meetings (internal and external)
- Quality Control: Equipment testing before going to market (e.g.: door controls, IP cameras, etc.)
- Checking with manufacturers for documentation for each location variation (as built)



Project Sections



Initiation

Kick-Off Meetings

This step includes determining the key stakeholders affiliated with the project. The kick-off meeting is generally set up by the Client or Project Management Lead, if required. The kick-off meeting reviews the schedules of both Paladin Technologies and the Client, prioritizing of site execution, initial project documentation, resource needs during the project, deliverables against the scope, and business considerations.

Pre-Sales Engineering

This step involves collaborating with the Sales support or Account team and acting as technical experts. The team will determine the technical requirements, how to meet the Client's goals, and the best way to collaborate with Paladin's business development and engineering groups.

Planning

Paladin provides a wide variety of solutions and implements the system design adhering to the needs identified in the kick-off meeting. This phase utilizes the system design meetings to tailor the design around the Client's needs. During this phase, our PMO will establish the project's standards and processes.

The employed project team has years of technical project experience and training. To ensure our project teams are adhering to the established schedule, we plan to keep in touch with our equipment suppliers, as well as with our Clients, from the initiation of a project until the closing. Our PMO team consists of the following:

- Project Managers
- Construction Managers
- Project Coordinators
- Sales
- Project Accountants
- CAD Design Team
- System Analysts
- Technicians

Key Planning Steps

- *Coordination with Suppliers*

Some products and equipment we include in our solutions are very specialized. For this reason, even before we receive the order, we typically contact suppliers to reserve products or notify them



of a potential order. This helps establish equipment stock levels and can mitigate potential delays for items with long lead times.

- *Planning with Concrete Steps*

We always assign Project Managers with experience related to the project. Our first step is understanding the mandate, delivering a concrete plan and a Gantt chart schedule.

- *Coordinating with Other Trades*

Communication and coordination with other trades are very important. Typically, we work with electricians, since some of our tasks are dependent on them (for example: conduits, currents, etc.). Consequently, it is important to be in contact with the team of electricians. If this team has delays, or if there are conflicts regarding instructions, as a General Contractor it is important for us to be involved in resolving the problems.

- *Back-Up Resources*

If there is a limited schedule, or if there are unexpected delays, our company has a large resource capacity, allowing us to add a second team to the project.

- *Weekly Updates*

Communication is paramount at Paladin. Typically, we offer weekly, and sometimes daily, progress reports. These reports include completed work, planned work, and obstacles.

Execution

All project resources are involved throughout the execution phase, as identified in the initiation and planning phase of the project. Following is a general outline of the expected milestones for the execution phase, though these vary by product.

- Paladin Technologies will complete tasks in a timely manner, as outlined in the project schedule.
- Paladin will verify the results of completed tasks.
- Paladin will review the results with the customer onsite.
- Paladin and the customer will formulate a punch list of outstanding items and deficiencies.
- Paladin will address the outstanding items and deficiencies prior to project close-out.

Paladin Technologies is aware of the tight constraints present in project taking place in municipal environments. Based on our concrete experience, we find the following points important to maintain services throughout the duration of work.

Service Execution Steps

- *Follow the Site-Specific Rules in their Entirety*

Despite our extensive experience in municipal sites, each site has specific rules and procedures. Accordingly, it is essential to be in constant communication with local administrators and to understand their needs, which can change at any time.

- *Reduce Impacts*

In coordination with the site, we adapt to the constraints of accessing the site at specific times to minimize interruptions (e.g.: evening work).



- *Security Escort*

At some point during the work, we may have to work near staff. Occasionally, a security escort will be present at this time. It is important to follow procedures and not engage with staff unless necessary.

- *Minimize Roundtrips*

We understand the security procedures regarding the access to the site. We minimize our comings and goings by being organized and prepared.

- *Secure Tools*

To minimize comings and goings, and to prevent our tools from compromising the safety of the facility, our employees, and staff, we have an inventory of our tools and only travel to the site with the tools necessary for the job.

Monitoring and Controlling

Paladin Technologies has a Quality Assurance/Quality Control program in place, which is executed in the monitoring and controlling phase (please refer to subsection “Quality Assurance” starting on pg. 9 for further information). The QA plan ensures that we can provide our customers with the highest level of quality. It includes, but is not limited to, the following components: quality system, documentation, change control, purchasing, inspection and testing, and formal communication.

Quality Assurance Necessities

- *Pre-wire, Termination, Testing*

Pre-wire of all cables will be completed by Paladin Technologies’ qualified crews. Installation of all devices will be carried out by PTI’s highly skilled electronic systems technicians. We will work closely with the customer project team to make sure all schedules and installation milestones are met.

- *Tests*

PTI will maintain a complete log of all such quality assurance tests and make them available for inspection by the Client at any time during the construction phase.

- *Reports*

At the completion of the installation, all test results shall become part of the operations/maintenance documentation.

- *Rejected Work*

PTI agrees to remove defective work (whether because of poor workmanship, use of defective products, or damage) and replace/re-execute in accordance with contract requirements.

- *Quality Management*

Paladin Technologies’ appointed Project Manager will act as a single point-of-contact and be responsible for all matters relating to Quality Assurance as outlined by contract documents, as well as PTI’s state of Quality Assurance outlined above.

Closing

Paladin’s project close-out items include the following:



- End-user training
- Providing record drawings and product manuals for installed systems
- Providing Paladin Close-Out documentation and SLA/PMA documents

Quality Assurance

Policy Statement

Paladin Technologies seeks to ensure that we provide our customers with the highest level of quality that meets industry standards. Paladin tests and assures quality at many stages throughout the lifespan of a project. We have established our own Paladin Technologies Quality Assurance Program which includes quality control, systems tests, and verification. Our QA representatives, Project Managers, and technicians have several testing documents to complete throughout their project to ensure that system and installation quality is up to the standards of Paladin and our clients.

Our program includes the following components:

- Quality System
- Documentation and Change Control
- Purchasing
- Inspection and Testing
- Formal Communication

Pre-Process

As PTI employees both IT and Physical Security professionals with industry-leading experience, we understand that the approach, design, build, and test processes require a unique set of expertise. As such, we treat the physical security system hardware deployment and IT development and integration as distinct activities during the requirements, design, build, test, and deployment process. For IT systems, programming, and integration, we utilize an iterative design and implement test procedures in scalable-sized pieces to ensure a stable system deployment. For physical security system deployment, we rely on proven construction design, management, and installation procedures.

Project Delivery

PTI's Quality Assurance Program is an integral part of our competitive advantage. By regularly meeting and often exceeding quality expectations, Paladin continually strives to set new standards within the industry. The Paladin Technologies Quality Control Process is directed by our Quality Control Manager. All Quality Assurance activities are part of our culture and our project management.

Quality Control Process

- *Peer Audits*

Our technicians build on each other's technical capabilities, and since quality is a major piece of a technician's pride, the caliber of their workmanship is at the forefront of this competitive relationship.



- *Quality Manager Inspections*

Our Quality Manager's job is to ensure the highest quality products are being delivered to clients. There is no better way to do this than continuously review both the products that we are delivering, and the program which is used to measure the quality of the products that we are delivering.

- *Pre-Builds and Paladin Integrated Acceptance*

We leverage the controlled environments of our shops and labs to fully prepare field components before installing on site. This allows for better control of workmanship, an additional opportunity to test our designs, and to both program and stress test our manufacturers' products.

- *Trusted Subcontractor Relationships*

Our Quality Program is emboldened by the preferred subcontractors we choose to do business with. Our relationship with our subcontractors becomes a quality partnership, as both of our brands rely on the total solution being delivered achieving a superior standard of acceptance.

- *Engineering*

PTI has maintained a Permit to Practice with the Association of Professional Engineers and Geoscientists of Alberta and employs Licensed Professional Engineers in the Computer and Electrical disciplines. We also employ over a dozen Certified Telecommunications and Electronics Technicians, and a team of certified IT product professionals, all with years of experience with enterprise scale security and IT products and architecture. For the key products we sell and integrate, the Paladin Technologies staff are manufacturer trained.

Inspection Documentation

Paladin's QA documentation consists of different internal and external inspections required to ensure that the quality of the product is within acceptable standards as per the purchase order. We not only expect documentation from our suppliers, but we also use multiple documents ourselves to inspect product and execution quality.

Documentation Types

- *Supplier Quality Certifications*

To ensure that our suppliers are providing quality products, our suppliers will issue a Certificate of Compliance. This Certificate will certify that all the materials purchased or produced are in accordance with manufacturing provisions of this order and equipment has been inspected by the company and is in conformance with contract requirements.

- *ITP: Inspection Test Plans*

The ITP shall be reviewed and approved by the Client prior to the commencement of work on site. The ITP will have different control points throughout the process. The ITP will list the pertinent project info along with the tasks and control points for those tasks.

- *QA Checklists*

Quality Assurance Checklists are compiled by the Quality Manager for the project and included tasks such as building prefabricated equipment in-house and the threshold of operation that must be achieved before a passing evaluation can be granted. All QA Checklists are retained for Quality Control purposes.

- *System Documentation Sheets/Acceptance Test Plans*



A Non-Conformance event is when a process that has been identified that was not followed. All Non-Conformance Reports will be submitted to the Client for disposition. All the NCRs are subject to approval from the client and will include a list of accepted/rejected hardware/devices. Non-Conformance events should always be categorized as high priority. IN the event of an NCR, Paladin will complete the following:

- 1st – Document the NCR date and initiator
- 2nd – Document the NCR deficiency and urgency (Low, Medium, High)
- 3rd – Document the NCR corrective action plan and timeline
- 4th – Assign a resource to execute the NCR corrective action
- 5th – Follow up on the documented completion date
- 6th – Document NCR completed correction on site and close NCR

KPI Report

One of the main ways that PTI monitors and measures Customer Satisfaction is a Key Performance Indicator (KPI) report. The KPI report provides an analysis and evaluation of contractual targets agreed upon between the Client and Paladin Technologies. The targets provide a snapshot of the health of the program and provides baselines from which progress towards attainment of goals can be measured.

The method of analysis includes quantifiable measures to track and assess the tally of agreed indicators. Agreed indicator #1 is usually an overall total, such as “total service calls”, and it would be broken down by Agreed Indicator #2, which is usually a qualification and a location, such as “key service calls for each site”. This report will also analyze strategic assessments, in the form of Indicators #3, #4, and #5, such as “counts of maintenance reports”, “manager/supervisor callouts”, and “policy enforcements broken down by site”. There could also be a measure to evaluate Indicators #6 and #7, such as “critical errors”, “device/hardware errors”, and “emergency and non-emergency callouts”. The KPI report is usually broken down by Division, such as “campus” or “worksites”; by issues related to the System such as “Access Control Issues” or “Audio-Visual Issues”; and by all Additional Service, such as “preventative maintenance performed on the system”. Finally, this report analyzes the total time that the Paladin work division, such as “IT Programmers” or “AV Technicians”, spends completing all the activities agreed upon between the Client and Paladin Technologies.

This report allows for the program to be evaluated at an agreed upon Frequency, such as monthly or twice-yearly. It provides an opportunity for strategic planning to improve areas that are noncompliant with contractually agreed upon targets. It also allows for an assessment to determine where advancements can be made to grow the program to fit the changing needs of the Client’s environment.

Paladin’s KPI reports are confidential. Upon receipt of an authorized Non-Disclosure Agreement, we will provide a redacted copy of a KPI report for review.



Project Escalation Procedures

Paladin Technologies' project escalation procedures can differ on a per-project basis. In terms of service response times, our typical classification and escalation levels are found below.

Problem calls will be classified as follows:

Severity	Description
1: "Critical"	Complete or partial failure of the system. No acceptable workaround in place.
2: "High"	The intermittent failure of system causing degradation in performance or functionality, resulting in a major operational impact to the ability to conduct business. No acceptable workaround in place.
3: "Medium"	Minor failure of the system. Workaround is usually available.
4: "Low"	Causes low or no impact in the daily operation of the system and is limited to performance enhancement requests.

Critical and high severity levels issues will take priority over medium and low severity issues. For the purposes of a contractual agreement, "response time" and "resolution time" will be tracked from the initial contact when the client reports a problem.

Severity	Initial Response Time	Target Resolution Time	Updates for Client
1: "Critical"	15 minutes	1 Hrs	Continual updates until resolution is achieved
2: "High"	1 hours	4-8 Hrs	Continual updates until resolution is achieved
3: "Medium"	4 hours	24 Hrs	Once a day until resolution is achieved
4: "Low"	8 hours/next business day	Next release of new enhancements	When information is available

In terms of general escalation through Paladin's chain of command, initial (level 1) contact will be with the Site Supervisor or Project Manager. Escalation beyond this initial contact will be elevated (level 2) contact with the Account Manager or the Operations Manager. Escalation beyond this elevated contact will be uppermost (level 3) contact with the Regional VP.

Information City to Supply

Paladin Technologies requires the City to provide architectural drawings in digital format.



Relevant Experience

Similar Services/References

Security Design-Build for San Diego State University	
Contact Name/Title:	Scott Morgan, Project Executive Swinerton
Phone:	858-414-8813
Email:	smorgan@swinerton.com
Address:	5500 Campanile Drive, San Diego, CA
Contract Amount:	\$3,000,000
Start Date – End Date:	October 2022
Scope of Work:	Scope included 25 buildings on campus. Paladin supplied and installed 1500+ Card Access Readers (HID), Access Control (RS2), Video Integration (Avigilon), and Integrated Locksets (AssaAbloy). Included integrations with Student and Faculty Databases.

Design Build Construction Security Camera Systems for Mountain View Whisman School District	
Contact Name/Title:	Rebecca Westover
Email:	rwestover@mvwsd.org
Address:	Mountain View, CA (Santa Clara County)
Contract Amount:	\$10,000,000+
Start Date – End Date:	November 2023
Scope of Work:	Design-Build Video Surveillance Upgrade / Construction Project for all twelve (12) school in the Mountain View Whisman School District.

City of Fullerton	
Contact Name/Title:	Darian Jameson
Phone:	714-403-5735
Address:	Fullerton, CA
Start Date – End Date:	Ongoing
Scope of Work:	Paladin completed several structured cabling projects for the City, including fiber surveys, fiber relocation (City Hall), cabling blanket, broadcast room, credit machine cabling, and



	Public Works cable additions and cabinet replacement.
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Regional Training Academy Design-Build at Orange County Sheriff's Department	
Contact Name/Title:	Dorian Baxter
Phone:	714-704-8961
Address:	Orange County, CA
Contract Amount:	\$1,400,000
Start Date – End Date:	February 2022
Scope of Work:	Paladin was selected as the Design-Build contractor for this project. Our scope of work included Infrastructure Coordination, Low Voltage Systems Gap Analysis, Design Documentations, Deliverables (Plans), Budgetary Updates and Cost Estimation, and Installation Services and Project Management for the Cabling Infrastructure and Security Systems Installations.

Project Manager/Key Staff

Proposed Team	
Paul Mason	Senior Project Manager
Eddie Lujan	Manager, Engineering
Ramon Alvarez	Foreman
Paul Gomez	Application Engineer
Raymond Ortiz	Technician II



Paul Mason | Senior Project Manager

Paul is a skilled project manager with over 25 years of experience as an engineering professional, with expertise in safety, quality control, and personnel. Having managed \$20 million projects in terms of operational, financial, and technological aspects, as well as directed all phases of low voltage integration tasks on a global basis Paul brings his talents and qualifications to the forefront as a member of the Paladin Technologies team.

Education

Institution	Education/Focus	Location
California State Polytechnic University	Business Management Major	Pomona, CA
University of Southern California	Executive Management Course	Los Angeles, CA

Paladin Career

Start Year	Role
2023	Senior Project Manager - Responsible for the scheduling, operations, financial management, and delivery of integrated projects to a diverse list of clients - Continuously managing multiple teams of integrated systems technicians to meet the needs of new and returning customers - Customer communication, scheduling, and complaint resolution

Past Roles

Duration	Role
2022 to 2023	Project Engineer/Project Manager Division 1 KDC Inc./f.k.a. Dynalectric LA
2018 to 2022	Senior Project Manager Morrow Meadows Corporation
1998 to 2018	Senior Project Manager Special Projects FFS Tech

Project Highlights

Project	Client	Role	Value
Nokia Theater	City of Los Angeles	Project Manager	Confidential
Los Angeles Unified School District	LAUSD	Project Manager	Confidential
Rose Bowl Stadium	City of Pasadena	Senior Project Manager	Confidential
LAFC Los Angeles Football Club	LAFC	Senior Project Manager	Confidential

Certifications

Issuing Organization	Title
Edwards	EST3 Series Certification



Extron	Extron AV Associate
Extron	Extron Control Professional
Extron	Extron School of Emerging Technologies for Higher Education

References

Reference Name:	Jose R. Chavez, Project Engineer (PCL Construction Services)
Phone Number:	818-378-1038
Email:	jchavez@pcl.com
Project:	Crypto Arena Renovation Phase 1 Project

Reference Name:	Daniel Brown, Senior Project Manager (PCL Construction Services)
Phone Number:	818-482-7713
Email:	N/A
Project:	Crypto.com Arena Renovations Project

Reference Name:	Dean Knupp, Senior Project Manager (Morrow Meadows Corporation)
Phone Number:	909-208-9710
Email:	dknupp@morrow-meadows.com
Project:	LA Forum Renovation Project

Reference Name:	Charlie Spencer, Vice President (KDC Inc. / f.k.a. Dynalectric LA)
Phone Number:	714-828-7000
Email:	cspencer@kdcinc.com
Project:	Former Supervisor



Key Personnel

Eddie Lujan | Security Integration Engineering Manager

Eddie Lujan brings more than 25 years of hands-on knowledge to the team. His experience consists of all phases of construction from design, installation, and commissioning of a variety of security systems. Eddie has cultivated a variety of relevant skills that include proficiency in Systems Engineering, Security Design, Project Management, Technical Support, Programming, and Installation Services. These have been demonstrated in a variety of industry sectors, with scopes comprised of CCTV video surveillance, access control and maintenance support.

Some of his relevant project highlights include:

- Port of Long Beach | Integrated Systems Upgrade
- Fox Studios | Integrated Systems Upgrade
- Sempra Energy | Integrated Systems Upgrade

Eddie is certified in the following organizations:

- AMAG – Symmetry Access Control
- Commend – IP Intercoms
- Kantech – Entrapass Corporate Edition
- Milestone – MCIT Video Management
- Software House – C-Cure 9000 Enterprise Access Control
- American Dynamics – Victor Video Management
- Genetec – Security Center Omnicast & Synergis
- Lenel – OnGuard Access Control
- Qognify – Situador Incident Management System

Ramon Alvarez | Foreman

Ramon has more than 12 years of experience with security systems. He is bilingual, and knowledgeable with GeoVision, SmartView, Wisenet, Sony, Panasonic, and Flir, among many others. He has experience with installing door contacts, card readers, request-to-exit sensors, bio-readers, maglocks, crash bars, and electrical strikes. He also has experience with WAPs, wiring systems panels, and programming NVRs and cameras.

Ramon is certified in the following organizations:

- Avigilon ACC Certification
- Identiv Certified
- S2 System Certificate
- DMP Certified
- OpenPath Certified
- Verkada Certified

Paul Gomez | Application Engineer

Paul Gomez began his career in the technology industry in 1993, maintaining and repairing support equipment for the United States Marine Corps Aerospace division. Later, in March 2011, he worked with the United States Air Force maintaining and repairing ground support equipment. With a variety of roles held, Paul possesses in depth knowledge of engineering, installation, configuration, maintenance, and technical support. His skillset includes access



control CCTV, VOIP phone systems, active directory, DNS, disaster recovery solutions, and LAN/WAN administration and possesses a variety of industry certifications. Paul excels in the installation and management of CCTV and access control systems, remote and onsite support and systems, and training of in-house staff and customers.

Some of his relevant project highlights include:

- John Soules Foods Inc. | JSF Valley Plant Integrated Security
- US Army Corps of Engineers Ft. Worth | Air Force Personnel Center B-Wing
- Hotel Del Coronada | Integrated Security Design Build

Paul is certified in the following organizations:

- AMAG – Symmetry Essentials
- Avigilon – Access Control Manager Certification
- ExacqVision – Enterprise Technical Reseller
- Genetec – Security Center Synergis Technical Certification
- Lenel – OnGuard Core Associate
- Tyco/Software House – C-Cure 9000 System Installer/Maintainer
- AMAG Symmetry Complete View
- Avigilon – Control Center Certification
- Genetec – Security Center Omnicast Technical Certification
- Genetec – Security Center Enterprise Technical Certification
- Milestone – Technical Integrator
- C-Cure 9000 Advanced Integrator

Raymond Ortiz | Technician II

Raymond Ortiz is an experienced technician in the installation of access control, video surveillance and audio visual systems for enterprise level projects at Paladin. Over the course of his career, he has become certified in a variety of products and software, specializing in tenant improvement projects for commercial spaces. He has an in-depth expertise with tenant projects featuring video surveillance and access control systems. The various projects that Raymond has been a part of include IP video surveillance, access control systems, state-of-the-art audio visual systems, Data and structured cabling for offices, boardrooms, and employee lounges.

Some of his relevant project highlights include:

- Convene | Integrated Security Systems Upgrade
- SkyDance Media | Integrated Security Systems Upgrade
- WeWork | Integrated Security Systems Upgrade

Raymond is certified in the following organizations:

- Avigilon – Control Center CCTV & Access Control
- Genetec – Security Center Omnicast & Synergis
- Lenel S2 – S2 CCTV & Access Control Certification
- DMP – Intrusion Detection
- Hanwha – CCTV Certification
- Software House – C-Cure Certification



Proposed Scope of Services

Paladin's installation effort shall include the tasks listed below, along with, but not limited to, all project management duties such as formal scheduling, client interface, submission of formal requests for information, system engineering and documentation, system testing and commissioning, and coordination with all subcontractors to complete said scope of work, etc. Any additional requirements beyond the breadth of this initial proposal effort shall be priced separately.

Project Scope Overview

Video Surveillance System – Phase 1

Paladin interprets the scope of work to include labor and material for the installation of the following:

1. A total of six (6) Video Workstation with two (2) 24" monitors.
2. A total of three (3) switches to be installed.
3. A total of one (1) rack to be installed.
4. A total of three (3) network video recorders with 520TB each of storage will be rack mounted in the IDF room for recording of the cameras provided per this scope of work. Storage calculations are estimated based on motion recording, at 30FPS, with continuous recording. Video retention for 366 days for jail and evidence areas, and 30 days retention for the rest of the cameras.

Schedule – 64 hours > Approximately 1 week

Video Surveillance System – Phase 2

Paladin interprets the scope of work to include labor and material for the installation of the following:

1. A total of fourteen (14) PD jail Hanwha TNV-7011RC cameras to be corner mounted.
2. A total of six (6) PD evidence Hanwha XND-9083RV dome cameras to be ceiling mounted.
3. A total of five (5) PD public entry/exit Hanwha XND-9083RV dome cameras to be ceiling mounted.
4. A total of twenty-five (25) cameras to be removed and replaced with one of the above listed cameras.
5. Cable to be replaced for a total of twenty-five (25) cameras.
6. Camera licensing is included for a total of twenty-five (25) cameras.

Schedule – 177 hours > Approximately 3 weeks

Video Surveillance System – Phase 3

Paladin interprets the scope of work to include labor and material for the installation of the following:



1. A total of six (6) PD exterior Hanwha XND-9083RV dome cameras to be wall mounted.
2. A total of two (2) PD vehicle entry/exit Hanwha XNV-9083R dome cameras to be wall mounted.
3. A total of one (1) PD pedestrian entry/exit Hanwha XNV-9083R dome cameras to be wall mounted.
4. A total of one (1) PD parking Hanwha PNM-9085RQZ1 multi sensor cameras to be wall mounted.
5. A total of ten (10) cameras to be removed and replaced with one of the above listed cameras.
6. Cable to be replaced for a total of ten (10) cameras.
7. Camera licensing is included for a total of ten (10) cameras.

Schedule – 84 hours > Approximately 10 days

Video Surveillance System – Phase 4

Paladin interprets the scope of work to include labor and material for the installation of the following:

1. A total of two (2) City Hall Lobby Hanwha XND-9083RV dome cameras to be ceiling mounted.
2. A total of six (6) City Hall exterior Hanwha XNV-9083R dome cameras to be wall mounted.
3. Camera licensing is included for a total of eight (8) cameras.

Schedule – 57 hours > Approximately 1 week

Video Surveillance System – Phase 5

Paladin interprets the scope of work to include labor and material for the installation of the following:

1. A total of ten (10) City Hall parking lot Hanwha PNM-9085RQZ1 multi sensor cameras to be wall mounted.
2. Cable to be replaced for a total of ten (10) cameras.
3. Camera licensing is included for a total of ten (10) cameras.

Schedule – 77 hours > Approximately 1 week

Assumptions, Clarifications and Exclusions

1. This quote is proprietary information and may not be used, reproduced, or disclosed to any other parties for any other purpose without the express permission of Paladin Technologies.
2. All 120VAC, conduit and electrical infrastructure where required are to be provided by others.
3. All network switches, infrastructure and network connection that may be required for the support of this scope of work is to be provided by others unless otherwise stated in the scope of work.



4. Paladin cost proposal was developed based on information received in the RFP, SOW, drawings, site walk, etc.
5. Equipment types/counts other than those identified in the SOW or proposal are subject to change upon field verification.
6. Recommended modifications to this proposal will be identified and immediately communicated to the salesperson upon discovery.
7. Paladin proposal assumes that accurate and usable drawings will be provided in both hard copy and electronic formats.
8. Equipment cabinets/rack are to be provided by the structured cabling coordinator unless otherwise stated in the scope of work.
9. Fire alarm relays are to be provided by others within the same room as the access control panels and power supplies.
10. Delays and/or interruptions in the performance of the proposed work that is a result from lack of required access, information or current pandemic/virus crisis and circumstances may incur additional charges.
11. This proposal is not inclusive of prevailing wage or union labor rates.
12. Electrified locking hardware (locks, hinges, electrified panic hardware with specialized power supplies) is assumed to be provided and installed by others.
13. This proposal is based on assumptions and interpretation of the documents provided. Paladin is not responsible for any discrepancies that are found within the drawings or specifications and reserves the right to provide additional pricing upon clarification of the scope of work.
14. All workstations for use of the security systems as part of this proposal are to be provided by others.
15. Static IP Addresses will be provided by the site/customer.
16. Wall/Ceiling Patching and Painting, concrete coring, underground work is excluded.
17. Paladin assumes all owner furnished equipment (OFE) is in good working condition. Paladin Technologies shall not be responsible for non-functioning OFE. Delays and/or additional required materials may result in additional costs.
18. If during the performance of the contract, the price of the material significantly increases, through no fault of Paladin Technologies, the price shall be equitably adjusted through a change order, by an amount reasonably necessary to cover any such significant price increases.
19. Where the delivery of material is delayed, through no fault of Paladin Technologies, as a result of the shortage or unavailability from manufacturers, Paladin Technologies shall not be liable for any additional costs or damages associated with such delay(s).
20. Parking fees are not included in the price of this proposal. The customer will be responsible for providing parking for all Paladin Technologies employees during the duration of the project.



Conflict of Interest Statement

Paladin Technologies does not have any financial, business, or other relationship with the City that may impact the selection process. There is no conflict of interest regarding this project.



Cost Proposal

Project Scope Price Overview	
Video Surveillance System – Phase 1	\$206,502.33
Video Surveillance System – Phase 2	\$56,341.34
Video Surveillance System – Phase 3	\$29,065.68
Video Surveillance System – Phase 4	\$21,248.32
Video Surveillance System – Phase 5	\$40,117.77

Material: \$265,442.11
 Total Labor: \$87,833.33
 Total: \$353,275.44

Video Surveillance System – Phase 1

Material	Manufacturer	Part Number	Quantity	UOM
HPE 193 24G CL4 POE 4SFP/SFP+ 370W L2+	Aruba	JL684AABA	3.00	EA
IRONLINK ARUBA 10G SFP+ LC LR 10KM SMF PERP XCVR	Ironlink	J9151EIL	6.00	EA
IronLink R226 D4210R 520TB Enterprise +STD	Velasea	ILR226DEG1D210520T 20S	3.00	EA
IronLink 10G SFP+ LR Singlemode Transceiver	Ironlink	E10GSFPLRIL	6.00	EA
IronLink SFF I7 GPU Ready W10	Velasea	ILSFFDVI7G2	6.00	EA
Manhattan 178990 Wrlss Keyboard And Optical Mouse Set	Ic Intracom	178990	6.00	EA
24 Professional FHD Monitor	Dell	P2422H	12.00	EA



W Box 0E-HDMI06 6 Ft. 1080P HDMI Cable	W Box	0EHDMI06	12.00	EA
Adjustable QuadraRack, 12-24 Mounting Holes, 925mm - 1075mm Deep, 45 RMU. 7' High, Black	CHATSWORTH	15218703	1.00	EA
Software Version	Genetec	GSC511	1.00	EA
Genetec Security Center (GSC) Base Professional Package. Includes Synergis Professional Package with 2 Access Managers, Remote Security Desk, And Badge Designer. Includes Omnicast Professional Package with Archiving Support, Media Router, Audio, Remote	Genetec	GSCBASEP	1.00	EA

Total for this scope of work: \$206,502.33

Video Surveillance System – Phase 2

Material	Manufacturer	Part Number	Quantity	UOM
Hanwha Wisenet T Series Cameras	Hanwha	TNV7011RC	14.00	EA
Indoor Network AI IR Dome Camera, 4K Resolution @ 30FPS, 4.4~9.3mm(2.1x)	Hanwha	XND9083RV	11.00	EA



(112.1°~47.5°) Motorized Varifocal Lens, Triple Codec (H.265/H.264/MJPEG), IR Viewable Length 50m (164ft), USB Port For Easy Installation, Day & Night (ICR), ExtremeWDR(120dB)				
Cat 6 Plenum White	Windy City Wire	556600	6,000.00	FT
1 Camera Connection	Genetec	GSCOMPIC	25.00	EA
Genetec™ Advantage for 1 Omnicast Pro Camera – 1 Year	Genetec	ADVCAMPIY	25.00	EA

Total for this scope of work: \$56,341.34

Video Surveillance System – Phase 3

Material	Manufacturer	Part Number	Quantity	UOM
Hanwha 4K Dome Exterior, Vandal	Hanwha	XNV9083R	9.00	EA
20MP (5MP x 4) Multi- Sensor, Multi-Directional PTRZ Camera	Hanwha Techwin	PNM9085RQZ1	1.00	EA
White Cap Adapter for the XNV-6081 / XNV-808 1 Series	Hanwha Wisenet	SBP187HMW	9.00	EA
Hanwha Pendant Adapter SBP-317HM Hanging Mount for PNM- 9080VQ/9081VQ Cameras, White	Hanwha	SBP317HMW	1.00	EA
White Gooseneck Mount	Hanwha Wisenet	SBP300WMW	1.00	EA
Wall Mount Arm	Hanwha	SBP300WMW 1	9.00	EA
Cat 6 Plenum White	Windy City Wire	556600	2,000.00	FT
1 Camera Connection	Genetec	GSCOMPIC	10.00	EA



GenetecTM Advantage for 1 Omnicast Pro Camera – 1 Year	Genetec	ADVCAMPIY	10.00	EA
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Total for this scope of work: \$29,065.68

Video Surveillance System – Phase 4

Material	Manufacturer	Part Number	Quantity	UOM
Hanwha 4K Dome Exterior, Vandal	Hanwha	XNV9083R	6.00	EA
Indoor Network AI IR Dome Camera, 4K Resolution @ 30FPS, 4.4~9.3mm(2.1x) (112.1°~47.5°) Motorized Varifocal Lens, Triple Codec (H.265/H.264/MJPEG), IR Viewable Length 50m (164ft), USB Port For Easy Installation, Day & Night (ICR), ExtremeWDR(120dB)	Hanwha	XND9083RV	2.00	EA
White Cap Adapter for the XNV-6081 / XNV-8081 1 Series	Hanwha Wisenet	SBP187HMW	6.00	EA
Wall Mount Arm	Hanwha	SBP300WMW 1	6.00	EA
Cat 6 Plenum White	Windy City Wire	556600	2,000.00	FT
1 Camera Connection	Genetec	GSCOMPIC	8.00	EA
GenetecTM Advantage for 1 Omnicast Pro Camera – 1 Year	Genetec	ADVCAMPIY	8.00	EA

Total for this scope of work: \$21,248.32



Video Surveillance System – Phase 5

Material	Manufacturer	Part Number	Quantity	UOM
20MP (5MP x 4) Multi-Sensor, Multi-Directional PTRZ Camera	Hanwha Techwin	PNM9085RQZ1	10.00	EA
Hanwah Pendant Adapter SBP-317HM Hanging Mount for PNM-9080VQ/9081VQ Cameras, White	Hanwha	SBP317HMMW	10.00	EA
White Gooseneck Mount	Hanwha Wisenet	SBP300WMW	10.00	EA
Cat 6 Plenum White	Windy City Wire	556600	3,000.00	FT
1 Camera Connection	Genetec	GSCOMPIC	10.00	EA
Genetec™ Advantage for 1 Omnicast Pro Camera – 1 Year	Genetec	ADVCAMPIY	10.00	EA

Total for this scope of work: \$40,117.77

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4185
WITH PALADIN TECHNOLOGIES**

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 **PALADIN TECHNOLOGIES** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified contractor to install cameras within the Police Department and City Hall areas; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 5 on September 22, 2023; and

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

WHEREAS, the City evaluated the responses and determined that the Contractor 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 - 5**
- c. Proposal referenced
- 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 – 5 and consultant's responses, as such is set forth fully in **Exhibit "B"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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B. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on December 31, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods, 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

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

d. The CONTRACTOR 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 CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR 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

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR'S compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval 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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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“non- refundable” costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. 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 CONTRACTOR is a California Public Employees' Retirement System (“CalPERS”) annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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 CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONTRACTORS'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR shall maintain on file with the CITY's Risk

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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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 CONTRACTOR shall, prior to the commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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 CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONTRACTOR 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 CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR 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 CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

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.

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 Consultant: Paladin Technologies
Mick Barber, Executive Vice President
12742 Knott St
Garden Grove, CA 92841
(619) 788-4199
Email: mbarber@paladintechologies.com

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

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR 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 CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4185

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

PALADIN TECHNOLOGIES

Raul Alvarez, City Manager

Mick Barber

Mick Barber (Feb 29, 2024 16:39 PST)

Mick Barber, Executive Vice President-
Business Development

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-5
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

Exhibit “A”

Response to RFP 24-5

Exhibit “B”

SCHEDULE OF COMPENSATION

PHASE 1	\$206,502.33
PHASE 2	\$56,341.34
PHASE 3	\$29,065.68
PHASE 4	\$21,248.32
PHASE 5	\$40,117.77
 Total Project Cost :	 \$353,275.44

EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2.** California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
- 3.** Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

Exhibit “D”

LIVE SCAN FINGERPRINTING REQUIREMENT

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR may be required to obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work on-site.



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 5

Camera System Upgrade Project

Release Date: Friday, September 22, 2023

**Mandatory Site Walk: Tuesday, October 10, 2023,
at 10 a.m. PDT**

Due Date: Thursday, November 2, 2023, at 11 a.m. PDT

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 22, 2023

PROJECT

Camera System Upgrade Project

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@montebellocity.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@montebellocity.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, October 18, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Non-Disclosure Agreement¹

Appendix D – Site Plans – City Hall & Police Department²

¹ To be returned at the site visit

² Site Plans will be provided to vendors who attend the mandatory site visit

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to assist with upgrading the video camera system 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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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

Vendors must attend a mandatory site visit on **Tuesday, October 10, 2023, at 10 a.m. PDT**. The site visit will commence at Montebello City Hall (located at 1600 West Beverly Boulevard, Montebello, CA 90640). Failure to attend may result in the vendor's response to the RFP being rejected. Please see Section 6.0 of this solicitation for details.

Questions must be submitted by **Wednesday, October 18, 2023, at 11:00 a.m. PST**.

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

Proposals must be submitted via PlanetBids by **Thursday, November 2, 2023, at 11:00 a.m. PST**.

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide the necessary items and services to upgrade/replace the existing video security system. Currently, the City has a very antiquated video security system installed at various buildings and facilities. The system was initially installed as a method to enhance safety for visitors and employees by acting as a crime deterrent, providing situational awareness for security personnel and law enforcement responding to incidents, and to provide evidentiary video if an incident occurs.

In addition to age, the current solution is comprised of multiple disjointed systems at various locations and facilities. The hardware and software vary in brand, technology, capacity, and capability. The City wishes to create a unified, centralized system that is capable of future expansion. Furthermore, the City is seeking on-going support services to ensure staff is trained how to properly operate the system and for maintenance and repair services.

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 22, 2023 |
| • Mandatory Site Visit | Tuesday, October 10, 2023, 10 a.m. PDT |
| • Online Q&A Deadline | Wednesday, October 18, 2023, 11 a.m. PDT |
| • Deadline to Submit Responses | Thursday, November 2, 2023, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-November 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-December 2023 |
| • Award | January 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with updating/replacing the City's existing video security system in order to increase reliability. At the same time, the City is seeking to procure a system that can be easily expanded in the future. At the completion of the initial phases of this project, all cameras and network equipment, should be integrated and manageable from a single video

monitoring software and viewable at designated user stations.

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 vendor.

5.0 Scope of Work/Services

City of Montebello is requesting proposals from qualified vendors capable of providing interior and exterior video cameras, network hardware, video monitoring software, installation services, software support, maintenance and repair services, and related items and services. The requested solution will be used to replace the City's existing video security system.

The current, primary video system is located at the Police Department. It consists of approximately twenty-seven (27) interior and exterior cameras. The camera system operates using a video monitoring system manufactured by HIKVision. Many of the cameras have a resolution of 960x480, 1792 bitrate, and encoding is H.264. Retention is thirty (30) to ninety (90) days. Other buildings and facilities in the City have cameras that operate independently of the Police Department's solution. These solutions range from video solutions made for consumer/home use to a solution that uses Genetec software.

The City is seeking to replace the existing system with a significantly improved solution with high-definition video, increased storage capacity, and improved features. In addition, the City would like to integrate the existing camera solutions (if possible) into a single, unified solution.

In general, the City is looking for a turn-key solution. The vendor will be responsible for providing any camera hardware as well as installation of networking equipment at City facilities. The vendor will also be responsible for coordinating with the City's Information Technology Division, as needed, for any configuration necessary for integration.

The City envisions this project being completed through a series of phases. This approach is being taken to ensure the project team can efficiently and effectively manage tasks. Below is a list of each of areas/tasks associated with the proposed phases. The City has also made recommendations for the number of cameras to be installed in each of the impacted areas, but proposers are encouraged to make recommendations regarding the quantity and type of cameras depending on the needs. The following is a list of the phases and the number of cameras required for each:

Phase 1 – Installation of Network Equipment

During Phase 1, the vendor is expected to install network equipment in the designated area(s) (2nd Floor Police Department IDF Room and/or City Hall Basement). When creating plans for network equipment, vendors should keep in mind the potential for expansion to new areas within the City and integration with existing cameras.

Phase 2 – Police Department Jail & Evidence Rooms (25 Cameras)

The Police Department requires a total of fourteen (14) cameras in the jail. At least one (1) camera should be placed in each jail cell and provide an overview of the entire cell. The remaining cameras will be installed at entry/exit points, hallways, and the sallyport area. Six (6) cameras are needed in the evidence rooms and hallways. An additional five (5) cameras will be installed at public entry/exit points and publicly accessible areas of the police station on the first and third floors.

Phase 3 – Police Department Building Exterior & Parking Lot (10 Cameras)

For Phase 3, the City requires a minimum of ten (10) cameras. Six (6) cameras should be used for the exterior of the Police Department building. The remaining four (4) cameras should be used for the Department's parking lot with two (2) cameras, covering vehicle entry/exit, one (1) camera covering pedestrian entry/exit, and the remaining camera providing an overview of the entire area. The Police Department's parking lot secured by a gate and separate from the City Hall parking lot.

Phase 4 – City Hall Lobby & Exterior (8 Cameras)

For the City Hall Lobby and Exterior, the City is seeking a total of eight (8) cameras. Two (2) cameras will be placed in the lobby area and the remaining cameras will be placed around the perimeter of the exterior.

Phase 5 – City Hall Parking Lot (10 Cameras)

The vendor will be responsible for installing a minimum of ten (10) cameras in the City Hall Parking Lot. Cameras should be installed in a manner to capture pedestrian and vehicle traffic in the parking lot, as well as providing a clear view of the entry/exit points onto the lot from the surrounding streets.

Upon completion of each phase and system acceptance by the City's project team, the selected vendor will be required to provide documentation which inventories of all items/equipment installed, by the make, model, serial number, description, and location of the items/equipment. In addition, the documentation should include a diagram which details the field of view.

As previously mentioned, the City is seeking a video security system that can be expanded in the future. Beyond the initial phases mentioned above, the City will engage with the selected vendor for the procurement of necessary items and services if it is within the term of the agreement.

Advanced Camera Features

To ensure the solution is effective, the City is seeking a solution which includes features to enhance performance. These features, include but are not limited to:

- Pan-Tilt-Zoom (PTZ)
- Two-way Audio
- High-Definition
- Night Vision/Low-light
- Motion/Trigger Activation

Vendor proposals should make recommendations regarding the use of these features and others if determined to improve performance. Recommendations should identify which cameras should include these features.

Video Retention

Except for cameras installed in the City's Evidence Rooms and Jail Facility, all cameras must have a retention period of thirty (30) days. Cameras installed in Evidence Rooms and Jail Facility must have a retention period of 366 days. The retention period is subject to change at any time at the request of the City.

Video Monitoring Stations

As part of the initial implementation plan, the City expects to receive a total of six (6) video viewing stations. The viewing stations will be installed at the Watch Commander's Office/Desk (Police Department), Jail Facility (Police Department), Dispatch Center (Police Department), Information Technology Office (City Hall), and two (2) additional locations that will be determined later.

Vendors are only expected to provide and install the software required for the video monitoring. The City will reserve the option to procure the necessary hardware for installation of the monitoring software at its own discretion. Upon request, the selected vendors will need to provide minimum hardware/software requirements for operating the video monitoring software.

Staff Training

The vendor selected is expected to conduct system administrator and user training sessions for the City. At least three (3) training sessions are conducted for the groups (1 – System Administrator Training, 2 – User Trainings). Furthermore, the vendor will also

be required to provide all reference manuals, booklets, and/or other materials required for training. Vendors are requested to indicate their availability to conduct training and provide the cost in their proposal.

Training sessions can be facilitated remotely (e.g. Zoom, Microsoft Teams) or in-person.

Warranty Requirement

Unless otherwise specified, the selected vendor is expected to unconditionally guarantee the materials and workmanship on all products and equipment furnished by it FOR A PERIOD OF ONE (1) YEAR from the date of system acceptance by the City. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the vendor. At the vendor's expense, the vendor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City.

Maintenance and Repair Services

After the warranty period ends, the City will seek on-going support, maintenance, and repairs services to continue. The vendors should include the cost of extended maintenance and repair services after the warranty period ends for up to two (2) years.

Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A.** The vendor shall have full time personnel that have attended manufacturer training and obtained certification in:
 - i.** Genetec Security Center – Synergis Technical Certification (or similar certification related to the proposed solution).
 - ii.** Genetec Security Center – Omnicast Technical Certification (or similar certification related to the proposed solution).
- B.** The vendor shall be a Genetec certified partner (or similar certification related to the proposed solution)
- C.** The vendor shall submit confirmation from Genetec (or similar certification related to the proposed solution).
- D.** Demonstrate their experience facilitating services for a project of similar size and scale (or similar certification related to the proposed solution).

Background Check

Vendor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

Work Schedule

All work associated with the system build/implementation phases must be completed during normal operating hours, Monday – Thursday, 7:00am – 5:00pm, excluding City observed holidays. The vendor's designated project manager is expected to inform the City's representative(s) where and when work will be completed to ensure accessibility and to minimize disruption of normal City business. Any work that is necessary to be conducted outside of normal business hours must be coordinated and approved by the City's project management team.

6.0 Mandatory Site Visit/Non-Disclosure Agreement

All prospective vendors must attend the scheduled site visit to the Montebello Police Department and Montebello City Hall. The City reserves the right to disqualify proposal submissions from any vendor who fails to attend the site visit. The site visit will begin at the following date, time, and location:

Site Visit Date/Time

Tuesday, October 10, 2023, at 10 a.m. PST

Meeting Location

***Montebello City Hall
1600 West Beverly Boulevard
Montebello, CA 90640***

Upon arrival, proposers should park their vehicles in the areas designated "visitor parking" located on the east and west side of City Hall. The check-in area will be located in the City Hall lobby. Please use the entrance located on the northside of the building to enter. After signing in, vendor representatives will then be directed to the meeting area where they will be met by the City's project team and escorted to the project areas. The City reserves the right to allow a grace period up to ten (10) minutes for late arrivals. The site visit is expected to take up to two (2) hours.

Vendors are asked to send no more than two (2) representatives to the site walk to help ensure sufficient space for attendees.

Prior to the site walk, vendor representatives will be required to sign a Non-Disclosure Agreement. A copy of the agreement has been attached as Appendix C. Vendors should print and sign the non-disclosure agreement prior to the site visit. Each vendor

representative much sign the agreement.

Upon completion of the site visit, the City will post sign-in sheet as Addendum. The City reserves the right to reject any proposals submitted by vendors who did not attend the site walk and sign-in.

Vendors attending the site visit will be emailed copies of site plans associated with this project. Once issued, these site plans will be referred to as Appendix D.

7.0 Proposal submittal

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

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

8.0 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%)

9.0 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/Information Technology
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:

msolorza@montebellocity.gov

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

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

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

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

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

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor 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 Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

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

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors,

personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

B. Business Automobile Liability

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

If an automobile is not necessary to perform services, the 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.

Vendors 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.

12.0 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.

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

- C. **Non-Discrimination:** The Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

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

16.0 Subcontractors

The vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Vendor 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.

17.0 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 Vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The Vendor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or 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 Vendor shall be used exclusively in connection with the

performance of services.

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

19.0 Ex-Parte Communications

Vendor and vendor 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 vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 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 Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Non-Disclosure Agreement (Please sign and provide a copy at the site visit)

Appendix D – Site Plans – City Hall & Police Department (Provided after site visit)

Evaluation Sheet
RFP 24-5
Camera System Upgrade Project

Reviewer Name: IT AND POLICE

Evaluation Criteris	Vendors								
	A3 Comms/Blue Violet	Am-Tec	Convergint	Diligent Group	Ion Security/LM	Leverage	Monacrh	Paladin Tech	SOV/Merjan Enterprises
Reviewer 1 (IT)	93	78	93	70	69	74	80	88	78
Reviewer 1 (IT)	90	72	84	45	40	80	85	88	15
Reviewer 1 (PD)	93	83	77	76	70	80	92	94	62
Total	276	233	254	191	179	234	257	270	155



ITEM # 5

**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 PURCHASE OF RESOURCEROUTER – SOUNDTHINKING
RESOURCE MANAGEMENT SOFTWARE FOR POLICE DEPARTMENT
CRIME ANALYTICS AND MAPPING**

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager to execute a professional service agreement with SoundThinking for Subscription Based "ResourceRouter" Resource Management System (Crime Analytics/Mapping Software) for three (3) years for an amount of \$88,500; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff received a three (3) year proposal for the ResourceRouter software (Attachment A), which includes a \$15,000 discount. The annual software subscription fee is \$29,500, for a three-year not-to-exceed amount of \$88,500.

The Fiscal Year 2023-24 adopted budget includes funding for crime analysis/mapping software. As part of budget development for FY 2023-24, the Police Department made several supplemental budget requests. One of the approved requests that was included in the budget was for the purchase of software that would provide crime analysis and mapping capabilities. The Asset Forfeiture Fund (Account No. 230-99-847-6010.40) includes sufficient funds for the acquisition of this software. Therefore, no budget amendment is necessary. The FY 2024-25 budget will be developed to include the annual software expense.

BACKGROUND/DISCUSSION:

SoundThinking possesses a proprietary software application component named "ResourceRouter," which is designed to optimize the Police Department's objectives in crime analytics (Attachment A). The proposed solution, "ResourceRouter," is a sophisticated crime risk and resource management system aimed at enhancing policing precision and effectiveness. The software utilizes data-driven analysis to strategically plan directed patrols and activities in support of the Department's crime deterrence strategies.

By incorporating various data points such as crime events, temporal cycles, and geographic variables, the system generates high probability crime risk assessments. These assessments are then translated into patrol plans, and accessible to watch commanders, crime analysts, and field officers. SoundThinking holds the exclusive status of being the worldwide sole source vendor for ResourceRouter. SoundThinking's pioneering development and patented technology within the ResourceRouter system create unmatched expertise, comprehensive support services, and ongoing innovation.

SoundThinking stands as the sole provider capable of meeting the specific needs of its clients globally. As a result, procurement decisions necessitate sourcing directly from SoundThinking to ensure optimal performance, compatibility, and seamless integration. Per Montebello Municipal Code Section 3.20.050(B) - Conformance with Bidding Procedures, Sole/Single Source Goods and/or Services, exemption from normal bidding procedures is permitted "when the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms." See Attachments B and C -- sole source letter and the City's standard "sole source" form for further explanation and justification for purchasing this software via an exemption to standard purchasing requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

Research conducted by Montebello Police Department Staff underscores the critical importance of implementing ResourceRouter for the safety of both officers and the community. Through comprehensive analysis, it has been revealed that such software is indispensable in providing essential insights and intelligence necessary for proactive policing strategies. By leveraging advanced technology and data-driven approaches, this software enables the Montebello Police Department to identify patterns, trends, and potential threats more effectively. Moreover, it facilitates the strategic deployment of resources and patrols, resulting in enhanced situational awareness and rapid response to emerging crime hot spots. The integration of this software is crucial for ensuring the safety and security of Montebello's police officers, as well as fostering trust and collaboration within the community.

ResourceRouter is the only software product that utilizes various crime analysis theories

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 3 of 3

and statistical models. The system employs techniques such as aoristic temporal analysis, seasonality, risk-terrain modeling, near-repeat patterns, and collective efficacy to accurately predict the time and location of potential crimes. It incorporates an allocation engine to randomly distribute directed patrol areas, preventing over-policing and ensuring equitable attention to historically neglected areas. Location and activity data are recorded only upon patrol activation, facilitating intentional and proactive policing while providing precise measurement and analysis of proactive crime prevention efforts and officer accountability.

The system actively engages officers through alerts of nearby patrol areas, pre-patrol briefings, and visible time tracking to enhance policing effectiveness. Additionally, it suggests specific agency-defined activities based on the type of crime or event being addressed, offering valuable feedback on crime prevention strategies. Field observations are collected for real-time feedback to analysts, supervisors, and command staff. Furthermore, the system integrates with SoundThinking's ShotSpotter application for accurate gunfire risk assessment based on validated historical data, offering access to the InSight™ tool for comprehensive data visualization, analysis, and reporting on directed patrol activity, including heatmaps, trend reporting, and dataset management capabilities. Currently, the cities of Lancaster, Pico Rivera, Hawaiian Gardens and Pasadena use all or a portion of the software products offered by Soundthinking.

SUMMARY:

Staff recommends that the City Council authorize the purchase of SoundThinking's "ResourceRouter" crime analysis/mapping software for a three (3) year term, in a total amount of \$88,500 (\$29,500/year subscription fee). The City is realizing a \$15,000 discount as part of the three (3) year agreement term. Sufficient funding exists in the Asset Forfeiture Fund in FY 2023-24 for this purchase (Account No. 230-99-847-6010.40).

ATTACHMENT(S)

1. Attachment A - ResourceRouter Proposal for Montebello
2. Attachment B - SoundThinking ResourceRouter Sole Source Letter 2024
3. Attachment C - SoundThinking-Sole Source Letter(Montebello)

NEXT STEPS:

N/A



SafetySmart™
PLATFORM



ResourceRouter™

**Price Proposal for Subscription-Based
Resource Management System
for the City of Montebello, California
February 1, 2024
Proposal ID: MONTCA020124**

Submitted by: Brigid Menoni – Account Executive
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SOUNDTHINKING™, INC.
for greater public safety™

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Executive Summary

Introduction

SoundThinking is pleased to present this proposal for our ResourceRouter™ solution to the City of Montebello and the Montebello Police Department (MPD). The proposed ResourceRouter solution is an intelligence-driven crime risk and resource management system designed for more precise and effective policing. ResourceRouter uses data-driven analysis to help strategically plan directed patrols and activities to support the agency's crime deterrence strategies. The system incorporates data such as crime events, temporal cycles, and geographic variables to produce high probability crime risk assessments. These assessments are then turned into patrol plans ("directed patrols" or "patrols") that are available to watch commanders, crime analysts, and officers in the field.

The Montebello Police Department is currently experiencing high levels of property crime and needs to ensure that officers focus their efforts on the right areas to deter such incidents. The proposed ResourceRouter solution will provide the Department daily, shift-by-shift analyses of current crime trends and locations to support metered deployment of officers to areas experiencing the highest rates of crime. ResourceRouter will guide the Department in their efforts to participate in community-engagement and non-enforcement activities to build trust with citizens and work with the community to address issues that affect crime. SoundThinking is the only company that offers a solution that incorporates the use of an agency's data to provide insight into where crimes are most likely to occur and employs the use of the Koper Curve methodology to foster crime deterrence and prevention through high-visibility, non-enforcement-based police tactics.

The core capabilities of the ResourceRouter solution are:

DETECT Your Risks: Drive more effective and efficient policing deployments with data-driven patrol plans by area and time of day that use unique, transparent data sources that mitigate bias.

PROTECT Your Community: Deter crime and strengthen community trust by deploying the right resources to the right place at the right time with the right type of activities, tailored to the individual agency to support your crime prevention strategies.

CONNECT Your Activities: Measure how officer activities in the field impact crime and your community for continuous assessment.

ResourceRouter addresses the needs of patrol officers, task force officers, command staff, and crime analysts in the following ways:

- **Patrol and Special Assignment Officers** – Automates the process of creating crime risk and directed patrol plans, by area and time of day, along with recommended specific activities, which maximizes the opportunity to engage with the community and help deter crime.
- **Command Staff** – Tracks directed patrols completed, including activities selected and observations logged by the officer during each patrol session. This provides data and insights for command staff to optimize patrol and resource deployments.

- **Crime Analysts** – Automates labor-intensive aspects of crime analysis and employs multiple crime analysis theories in risk assessments. This enables analysts to focus on value-add activities such as leveraging late-breaking data to add or suppress directed patrols and develop effective strategies to deter crime.

Unique features of ResourceRouter include:

- Incorporation of non-crime data avoids recency bias and makes patrol and resource planning more accurate than standard hotspot mapping.
- Flexibility to configure the system to meet the agency-specific needs, such as choosing which crime types to focus on, weighting those crime types relative to each other, determining activities and logging observations.
- Ease of use for all end users.
- Proactive suggestion of patrol activities based on crime type and agency best practices. Activities can be experimental and measured to determine effectiveness.
- Transparency about how ResourceRouter works and what data is used to foster community trust.
- Integration with ShotSpotter service: ResourceRouter uses historical and continuously updated ShotSpotter gunfire data to create enhanced gunfire risk assessments. Two years of historical ShotSpotter data is required for ResourceRouter integration.
- ResourceRouter is available on multiple devices such as desktop computers, laptops, MDTs, and iOS and Android smartphones.

Subscription Overview

ResourceRouter provides patrol plans for major crime types within the MPD's jurisdiction, as defined in the Pricing section of this proposal, based on agency crime data and covariate data sources.

The ResourceRouter annual subscription fee includes the following:

- Unlimited access to ResourceRouter via mobile, MDT, and desktop devices
- As part of the initial onboarding process, SoundThinking provides:
 - Consultation with the agency to determine which historical incident/event data in the agency's RMS to include
 - Consultation with the agency and their RMS provider to gain access to the relevant historical data
 - Crime risk assessments for crimes within the MPD's jurisdiction, based upon the agency's historical data
 - Consultation with the agency to determine which crime types to include in risk assessments
- SoundThinking service to implement a data feed to provide the agency's historical data to ResourceRouter
- SoundThinking hosts, secures, monitors, and maintains ResourceRouter application software and data
- Customer Support:
 - SoundThinking standard ResourceRouter customer support includes support via email, chat, and phone 24 hours a day, seven days a week

Early Adopter Program (EAP)

SoundThinking is pleased to offer this proposal to the MPD as part of our ResourceRouter Early Adopter Program. The benefits of the EAP include opportunities to:

- Deploy ResourceRouter in a mutually agreed coverage area
- Shape ResourceRouter product direction and roadmap
- Opportunity to suggest ResourceRouter product improvements to better meet your agency's needs
- Preview and provide feedback on new ResourceRouter features and functionality
- Significant ResourceRouter license discounts

The requirements to become a ResourceRouter EAP customer include:

- Sign up for the program by April 30, 2024
- Participate in ResourceRouter product forums
- Be willing to talk to other agencies about your experiences
- Act as a “showcase site” for prospective ResourceRouter customers
- Execute a SoundThinking Master Service Agreement

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and provides safety solutions including community-first patrol management, gunshot detection, investigative lead generation, concealed weapons detection, and digital case management with a vision to enhance safety in public and private sectors. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 300 full-time employees and is headquartered in Fremont, California.

SoundThinking's SafetySmart Platform


SafetySmart™
PLATFORM

The SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

SafetySmart Platform

Better Information • Better Decisions • Better Outcomes

 ResourceRouter Community-First Patrol Management - Data-driven deployment of patrol resources for more effective crime deterrence - Drive accountability into officer activity - Reduce over-policing and bias in patrols	 CaseBuilder Digital Case Management - One-stop digital case folder houses all data and workflows - Analytical and collaboration tools accelerate and improve solvability - More efficient and effective case handling	 CaseBuilder Crime Gun Gun Crime Management - Centralized collaboration on gun crime activities including Respond alerts and NIBIN leads - Prioritize and track leads and tasks - Operational insights on case outcomes for stakeholder feedback
 CrimeTracer Investigative Lead Generation - Accelerate investigations with largest database of local and regional crime data in single portal - Advanced link analysis detects relationships between people, places, and things	 ShotSpotter Gunshot Detection - Real-time alerts for rapid, precise response to save lives - Increase evidence recovery and NIBIN leads - Enhance gun violence prevention/intervention with Data for Good	 SafePointe Weapons Detection - AI-driven weapons detection allows high throughput without disruption - Unmanned screening at a lower overall cost of ownership - Passive concealed sensors for better screening experiences

The SafetySmart platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ResourceRouter Solution Overview

ResourceRouter helps agencies dynamically optimize department and patrol resources, activities, and analytics to better align with the priorities of the department, city, and local community.

Crime Risk and Resource Planning

ResourceRouter automatically learns what is important for each crime type and provides recommendations on where and when to focus the resources an agency has available. This enables a more precise deployment of resources for maximum effectiveness.

Directed Patrols are automatically generated at the start of each shift. Top crime risks for particular areas are plotted as colored boxes on a city map for the upcoming shift. Each patrol area measures 250m by 250m and is color-coded according to highest probability crime type. Analysts can add custom patrols or suppress recommended patrols as needed based on incoming intelligence and agency objectives.

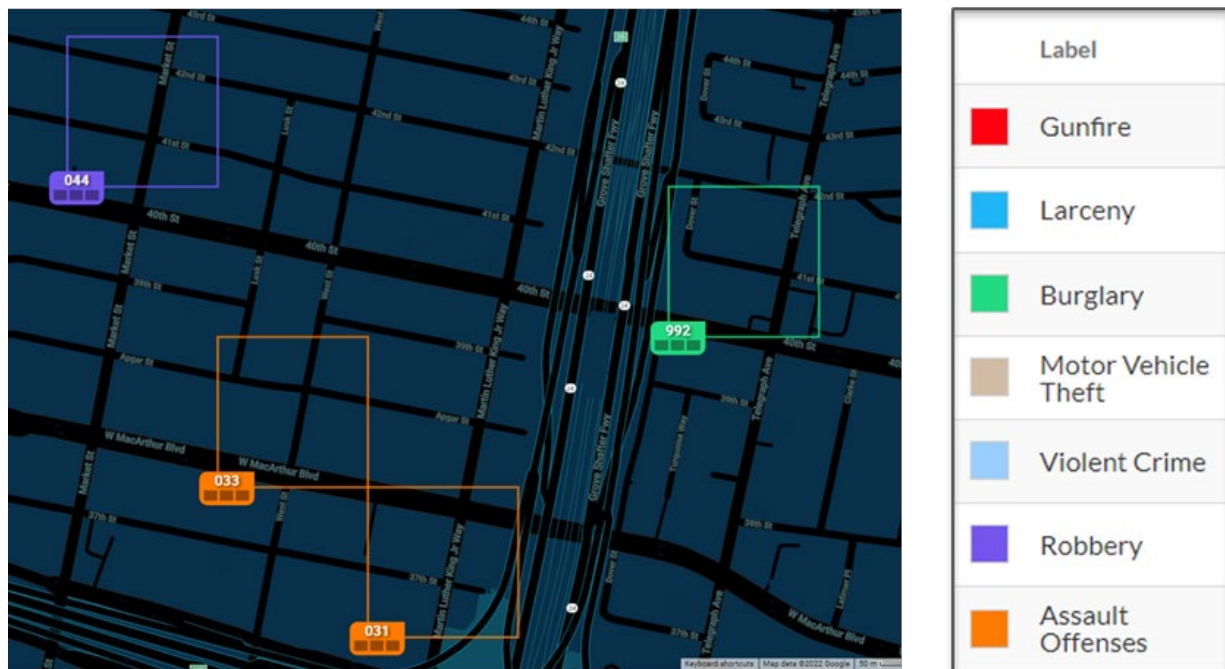


Figure 1. Color-Coded Directed Patrols

Crime Models

ResourceRouter allows the agency to define crime models based on the top priorities in their jurisdiction. Each crime model has a crime type, such as gunfire, homicide, aggravated assault, burglary, or motor vehicle theft. With the exclusive integration between ShotSpotter and ResourceRouter, gunfire risk assessment is based on validated historical gunfire data from the MPD's coverage area, enabling far more accurate modeling than other less precise data sources. Each crime type can be assigned a weight based on severity and patrol efficacy which allows the agency to prioritize crime types based upon the impact each has on the community:

	Label	Short Label	Severity Weight	Patrol Efficacy	Patrol Weight	Relative Weight	
	Gunfire	Gunfire	100,000	10%	10,000.0	7.7	
	Larceny	Larceny	3,532	40%	1,412.8	1.1	
	Burglary	Burglary	6,462	20%	1,292.4	1.0	
	Motor Vehicle Theft	MVT	10,722	20%	2,144.4	1.7	
	Violent Crime	Violent Crime	200,000	5%	10,000.0	7.7	
	Robbery	Robbery	42,130	30%	12,639.0	9.8	
	Assault Offenses	Assault Offenses	107,200	3%	3,216.0	2.5	

Figure 2. ResourceRouter Crime Models

ResourceRouter can use police crime data and other non-crime data sets to generate crime risk assessments. The only required data set is the historical crime data, however, additional datasets can be incorporated to enhance the assessments. Some of the datasets that can augment the historical crime and calls for service data are:

- ShotSpotter gunfire data (a unique feature for ShotSpotter customers that enhances gun violence patrol plans and deterrence capabilities)
- Seasonality (time of month, day of week, time of day, etc.)
- Upcoming and recurring temporal events (holidays, sporting events, etc.)

Please note, ResourceRouter does not access or use any personally identifiable information contained within the MPD's Record Management System (RMS). It is focused on assessing the risk probability of where and when a crime might occur, not who will commit the crime. It uses the data sources listed above to create the crime risk plans so that the MPD can focus their best resources, at the most precise locations, at the most accurate times.

Patrol Visits

ResourceRouter will be configured to generate directed patrol recommendations based upon available resources within the jurisdiction. During initial set-up, the agency configures an agreed upon number of directed patrols per area that is determined by available resources, number of desired patrol area visits, and percentage of patrol time available to execute patrols. After analyzing crime across the jurisdiction, ResourceRouter calculates the overall crime risk for each area against the predetermined resource availability, sorts these areas from highest to lowest relative risk, and selects the patrol areas to be patrolled by those available resources. This process maximizes the impact of patrols by recommending the right number of patrol areas given available patrol resources and estimated availability for patrol area visits. These features provide agencies the ability to maximize operational efficiency and provide data-driven resource allocation facilities.

Adaptive Activities

Adaptive activities provide officers with a selection of preferred crime deterrence activities which are agency-configurable for each crime type. This allows command staff and analysts to design targeted responses to specific crime types in addition to adding, testing, and verifying the efficacy of selected activities based on best practices and feedback from officers and the community.

Command Staff/Analyst User Experience

Command staff and analysts use the SoundThinking InSight tool to view directed patrol data. Once the user logs in, a map of their area and the directed patrols for that area appear:

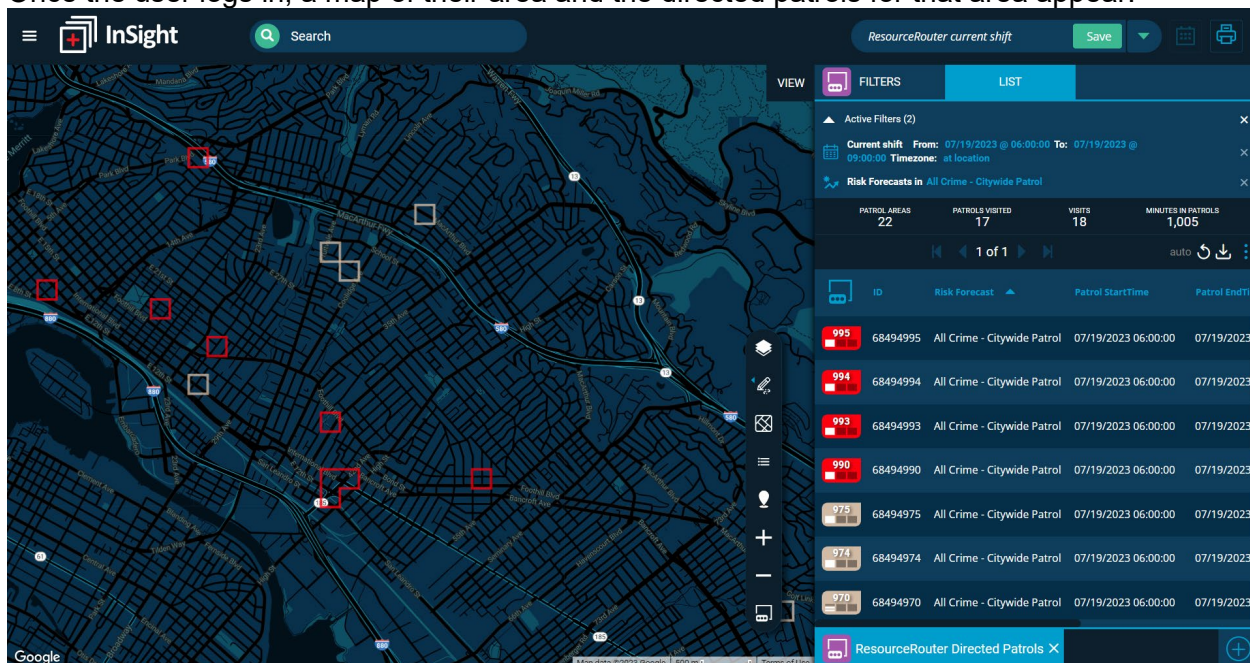


Figure 3. ResourceRouter Directed Patrols

Command Staff/Analysts can view directed patrols for a single shift or over a period of time and can filter patrols based on patrol type, area, and date/time; include or exclude suppressed patrols from view; and choose between multiple map views (streets or imagery); and upload custom agency-specific overlays. There are also facilities to create ad hoc patrols for the current

shift or over a period of time to direct officers to special assignments such as community events, school safety patrols, festivals, business checks, or incident follow up.

Command Staff/Analysts can use heatmaps and other data visualization tools to quickly aggregate patrol dosage information to see where patrols have occurred over a previous period of time as well as save, print, download, or schedule reports based on displayed data.

Patrol Officer User Experience

Officers access ResourceRouter on MDTs or smartphones through the ResourceRouter app which is available for iOS, Android, and Windows. When GPS is available, the application will generate a visual and audible alert shortly after an officer enters a directed patrol area to prompt whether the officer wants to start that patrol. ResourceRouter provides the officer with a quick briefing of high probability crime risks, risk terrain factors, and recent crime events for the patrol area. If GPS is not available, the officer can choose to manually start a directed patrol when entering a patrol area.

ResourceRouter provides the agency-defined activities to use during the patrol based on the highest probability crime risk. Once the officer chooses an activity and begins the patrol, the application displays a 15-minute countdown timer to help the officer spend the recommended time in the patrol area. During the patrol visit, the officer can record a number of agency-defined observations to provide feedback to command staff. If the officer leaves the patrol area, the timer pauses. If the officer reenters the patrol area within a pre-determined time period, the timer resumes. If the officer does not reenter the patrol area, the timer stops and ends the patrol visit. The officer can also end a patrol visit at any time.

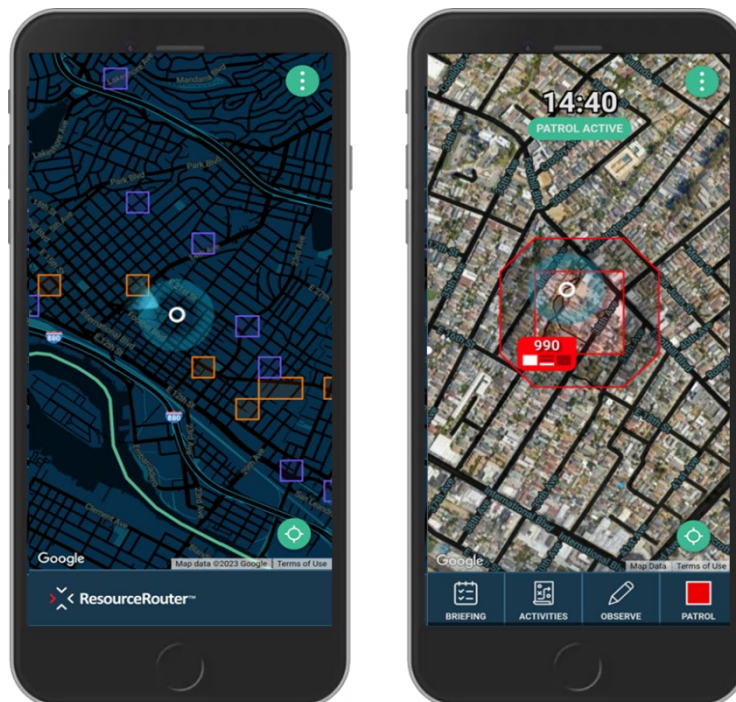


Figure 4. ResourceRouter

Patrol Activity Insights

ResourceRouter provides useful insights to analysts, command staff, and supervisors who need to track and measure how effective individual officers and teams have been in meeting planned objectives for proactively visiting directed patrol areas.

Reporting

The robust suite of reports provides a quick overview of patrol activity over a specified period of time such as shift, week, month, quarter, or year. The reports provide important patrol feedback such as:

- Directed patrol summaries and patrol data needed to review and analyze officer activity for an individual shift including name, start time, chosen activity, and time spent
- Insight into which crime types have received the most focus and to determine if the time spent is consistent with agency priorities
- Quick comparison of officer activity, crime types receiving the most focus, and chosen activities being deployed to help deter crime
- Recorded patrol activities or observations, such as community interactions, business visits, non-working streetlights, abandoned cars, gang graffiti, follow-up request, etc.

This improved visibility helps agency leadership make more informed resource deployment decisions, optimize patrol strategies, and improve officer accountability to more effectively drive crime deterrence. Reports can be viewed in Insight, downloaded in PDF format, or scheduled to be emailed to desired recipients.

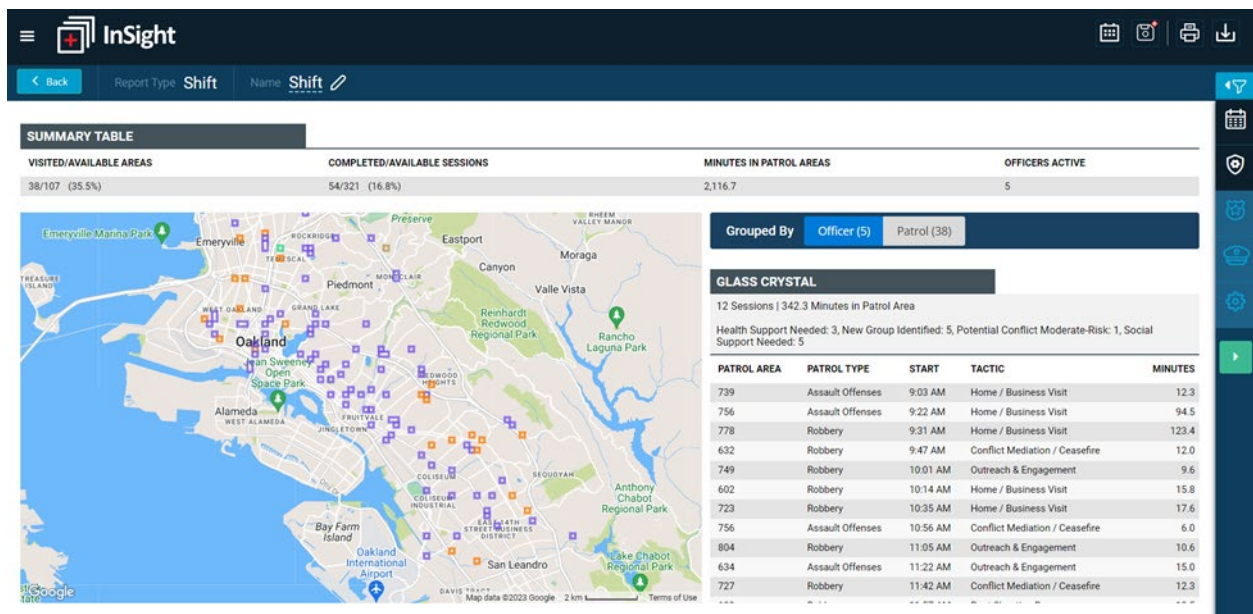


Figure 5. Sample Shift Report

ResourceRouter Onboarding Services

SoundThinking will provide a series of onboarding services to prepare the MPD to maximize the value of the ResourceRouter crime risk and resource management system. These standard onboarding steps will be refined to best serve the MPD and the ResourceRouter users in the City of Montebello. ResourceRouter onboarding services are designed to:

- Ensure successful ResourceRouter deployment (go-live)
- Ensure full use of the ResourceRouter features and functions
- Ensure the MPD's Best Practices are refined, as needed, to respond most effectively to the crime risk and resource management data being delivered for the coverage area
- Maximize the value of the ResourceRouter service to the police department and the citizens of the City of Montebello

Getting Started

Prior to contract execution, a Customer Success Director will begin working with the Department project team to plan the ResourceRouter onboarding process. The process is initiated with an onsite Customer Kick-Off Meeting to bring all stakeholders together to review the goals and objectives of the program, lay out the key steps in the implementation process, agree on a targeted activation date (go-live) for the coverage area, and establish a communications protocol for ongoing communication and collaboration throughout the onboarding process. SoundThinking will schedule Biweekly Status Calls with the MPD's Program Manager and other project leaders to maintain regular communication regarding the status of all project tasks throughout the implementation process. The Customer Success Director will remain engaged with the MPD for the duration of our relationship.

Best Practices

Early in the Customer Onboarding Process, the Customer Success team, led by the assigned Customer Success Director, will work with the MPD's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These Best Practices sessions are designed to assist the MPD in establishing response protocols and procedures for managing the crime risk and resource management system that will become available to the agency upon activation of the ResourceRouter service. These sessions are built upon the Customer Success Team's knowledge of those best practices that have proven to be most effective in ResourceRouter customer sites across the country. SoundThinking will customize and conduct these critical Best Practices sessions for each of the following groups of users involved in the use of the program in the targeted coverage area:

- Program Management
- Field Operations/Patrol
- Intelligence and Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the MPD to ensure that wide-ranging, but consistent, quality best practices training is delivered based on the MPD's needs to maximize the value of our service. The assigned Trainer will conduct a Training Orientation with the MPD's Program Manager to ensure all users are properly trained on the relevant applications. The Trainer will work with the agency to tailor an onsite training program that addresses the unique needs and/or scheduling constraints of the MPD users. In preparation for the planned cutovers, the Trainer will train each group of users on the use of the ResourceRouter application. The training will be provided through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

The Customer Success team members, led by the assigned Customer Success Director, will work with the agency Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ResourceRouter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make fully informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

Prior to cutover, the SoundThinking team will facilitate an introduction to our Support organization to review the support process and introduce the designated Technical Support Engineer to the MPD. On the day of ResourceRouter service activation to a live production status, the Customer Success Director will be onsite to ensure that the transition is smooth, that the established best practices surrounding the use of SoundThinking's tools and services are being implemented as planned, and that user questions are answered quickly. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the MPD to review the performance of the service. The Customer Success Director will continue to work with the MPD to review the results being achieved by each group of users involved.

Pricing

The below Early Adopter Pricing (EAP) assumes that ResourceRouter will provide patrol plans of major crime types within the Montebello's jurisdiction, based on historical crime data.

ResourceRouter: One-Year Term

Description	Annual Fees
ResourceRouter Annual Subscription Fee	\$29,500
Annual Fee Subtotal	\$29,500
Description	One-Time Fees
ResourceRouter One-Time Service Initiation and Onboarding	\$15,000
One-Time Fee Subtotal	\$15,000
Total	\$44,500

ResourceRouter: Three-Year Term

	Year One	Year Two	Year Three	Three-Year Total
ResourceRouter Annual Subscription Fee	\$29,500	\$29,500	\$29,500	\$88,500
Annual Subtotals	\$29,500	\$29,500	\$29,500	\$88,500
ResourceRouter Service Initiation and Onboarding One-Time Fee	\$15,000	N/A	N/A	\$15,000
Multi-Year Term Commitment Waiver*	(\$15,000)	N/A	N/A	(\$15,000)
One-Time Fee Subtotals	\$0	\$0	\$0	\$0
Annual Totals	\$29,500	\$29,500	\$29,500	\$88,500

*One-Time Fee waived based on a minimum three-year term commitment. Please refer to the Pricing Assumptions for details.

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

One-Year Payment Terms

- 50% of fees due upon execution of agreement \$22,250
- 50% of fees due upon ResourceRouter service activation (live) status \$22,250

Three-Year Payment Terms

- 50% of Year 1 fee due upon execution of agreement \$14,750
- 50% of Year 1 fee due upon ResourceRouter service activation (live) status \$14,750
- 100% of Year 2 fee due prior to first anniversary of ResourceRouter live status \$29,500
- 100% of Year 3 fee due prior to second anniversary of ResourceRouter live status \$29,500

General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- The services will be delivered under the terms of the SoundThinking Master Services Agreement to which this proposal will be attached as Exhibit A (see Attachment 1 of this proposal).
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid for ninety (90) days from the date of this proposal.

ResourceRouter Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the MPD agrees to deploy ResourceRouter as part of the Early Adopter Program (EAP) described on page 3 of this proposal.
- This pricing assumes that the ResourceRouter deployment will support an agency with up to 99 sworn officers. If desired, the MPD may expand beyond this number of sworn officers for an additional fee.
- This pricing does not include any fees that may be assessed by any third-party vendors for access to the MPD's historical crime data.
- The Service Initiation fees include access to a maximum of three (3) third-party data sources.
- The Multi-Year Contract pricing is contingent upon SoundThinking receiving a three-year contract commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The MPD must provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ResourceRouter service.

Attachment 1. SoundThinking Master Services Agreement

To whom it may concern:

Please accept this letter and information contained within as confirmation that SoundThinking is the worldwide sole-source vendor of the ResourceRouter™ patrol management, community engagement, and risk forecasting solution. ResourceRouter is exclusively offered by SoundThinking on a subscription basis with a service offering that includes customized configurations, advanced crime models, in-person onboarding, training for all users, and ongoing professional support and consultative services. SoundThinking is the only vendor operating in the U.S. Public Safety Market delivering a software product with the combined capabilities listed below.

ResourceRouter is the only patrol management and risk forecasting software product that:

- Incorporates multiple crime analysis theories and statistical models, including concepts such as aoristic temporal analysis, seasonality, risk-terrain modeling, near-repeat patterns, and collective efficacy, to best forecast when and where crimes have a high probability of occurring.
- Uses an allocation engine that introduces randomization in the placement of directed patrol areas. This minimizes the potential for over-policing and ensures that historically under-patrolled areas receive appropriate attention.
- Captures location and dosage information only when an officer activates a patrol, to drive intentional and proactive patrols in the designated patrol area. This eliminates capturing officer activity solely based on location while providing agencies with accurate measurement and analysis of the impact of proactive crime prevention activities and enhanced officer accountability.
- Actively promotes officer engagement by sending alerts of nearby directed patrol areas; provides pre-patrol briefings to provide additional intel on each patrol area; and provides visible time tracking to drive more effective policing throughout the jurisdiction.
- Recommends specific agency-defined activities to officers depending on what crime or event types the officer is addressing, providing agencies critical feedback on the effectiveness of their crime prevention strategies.
- Solicits and collects field observations for near real-time direct feedback to analysts, supervisors, and command staff on what officers are seeing in directed patrol areas.
- Offers exclusive integration with SoundThinking's ShotSpotter application to support gunfire risk assessment based on validated historical gunfire data from the customer's coverage area, enabling far more accurate modeling than other, less precise data sources.
- Provides ShotSpotter customers access to SoundThinking's InSight™ tool, a powerful dashboard that brings together data visualization, analysis, and reporting on directed patrol activity to provide heatmaps of proactive officer activity, trend reporting, and the ability to import and export datasets and save and share workspaces.

We are honored to support your efforts to reduce crime while enhancing community relations and appreciate the opportunity to serve you. If we can answer any questions or provide additional support information, please let us know.

Sincerely,



Erin Edwards
Senior Vice President
SoundThinking, Inc.
Phone: (323) 559-6506
eedwards@soundthinking.com



SOLE SOURCE DECLARATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY to the best of my knowledge, after analyzing pertinent information available to us at this time, the item(s)/service(s) listed below can only be furnished by the following vendor due to the following justification(s):

Item/Service ResourceRouter-Patrol Management, Crime Analysis Software

Vendor SoundThinking Inc.

Address 39300 Civic Center Drive, Suite 300

City, State Fremont, CA 94538

Justification: Refer to Back Page of this Form for Accepted Justification and Indicate the Exception Claimed Below, Provide Additional Information as Needed

Patented items or copyrighted materials that are only available from the patent or copyright holder. SoundThinking exclusively offers ResourceRouter. ResourceRouter patrol management, community engagement, crime analysis software.

I declare under penalty of perjury that the foregoing is true and correct.

(Paul Espinosa- Chief of Police)
Signature

3/19/24
Date

Under “Justification” on Page 1 of this form, indicate which exception to the Purchasing Municipal Code (Chapter 3.20 et al) is being claimed to deem this purchase a “sole source purchase:”

Acceptable and Allowed Exceptions:

1. Only one manufacturer makes the item(s) meeting required specifications, AND that manufacturer only sells direct/exclusively through one regional/national vendor/representative.
2. The original manufacturer can only perform maintenance or repair services, AND the manufacturer does not have multiple agents to perform the required services.
3. Replacement and/or spare parts are exclusively available from the original manufacturer, AND the original manufacturer does not have distributors for those parts.
4. Patented items or copyrighted materials that are only available from the patent or copyright holder.
5. A formal/informal survey has been conducted by the requesting Department and/or Finance Department to determine whether other vendors/consultants can satisfy the requirements of the item or service. The survey provides vendors/consultants with a list of detailed requirements, and they provide a written response regarding their capability to supply the item or service. If only one (1) vendor can meet all of the listed requirements, this survey may be used to support the sole source claim.
6. A collaborative project where a specific vendor/contractor/consultant is named by the funding agency and/or inter-agency agreement as the source of an item or service, and the use of the vendor/consultant is required for compatibility.



ITEM # 6

**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: AUTHORIZE THE PURCHASE OF POLICE AND PARKS AND RECREATION VEHICLES

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the purchase of five (5) vehicles for the Police Department to include one (1) Administration Division vehicle and four (4) Investigations Division vehicles; and
2. Approve the purchase of one (1) Parks and Recreation Department vehicle to replace a vehicle totaled; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$45,000 in Account No. 100-70-700-6082 (General Fund, Parks and Recreation, Administration, Vehicle Purchase); and,
4. Declare the vehicles to be replaced as surplus and authorize the City Manager to dispose of them as per the City's Municipal Code and related administrative policies; and,
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff has conducted research on available vehicles suitable for the Police Department's Administration and Investigations Divisions, and have received quotes from several local area dealers (i.e., Ford of Montebello, Longo Toyota of El Monte, Diamond Honda of City of Industry). Due to the nature of the vehicles being requested -- non-patrol and suitable for investigative work -- it was necessary to seek out local area car dealers vs. utilizing a national "master contract" as has been done with other vehicle purchases. Finance and Police Department Staff contacted numerous area car dealerships, seeking out available vehicles and also to determine the best price, settling on the three local dealers noted

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 4

above.

The total amount to acquire the Police Department vehicles is \$238,600 (Attachments A, B and C), with an additional \$36,200 necessary to properly outfit them (i.e., communications equipment, mobile data computers, emergency lights, etc., Attachment E). In addition, because Staff have encountered dramatic price increases and delivery delays in recent years due to post-pandemic related supply chain issues, an additional twenty percent (20%) in contingency funds authority is being requested in the event of unforeseen delays and/or cost increases. The total purchase amount requested for the five (5) Police Department vehicles is \$329,800 (\$238,600 for vehicle purchase, \$36,200 for equipment and \$55,000 in contingency).

The recommended action would result in the acquisition of two (2) Ford Explorers, one (1) Ford F150, one (1) Honda Accord and one (1) Toyota Tacoma for the Police Department's Administration and Investigations Divisions. Sufficient appropriations for these vehicles were included in the Fiscal Year 2023-24 adopted budget. As part of budget development, the Police Department was provided funding -- utilizing Asset Forfeiture Funds -- to purchase the necessary vehicles (Account No. 230-99-847-6082, Asset Forfeiture, Department of Justice, Vehicle Purchase).

For the Parks and Recreation Department, a budget amendment in the amount of \$45,000 is necessary to purchase a replacement vehicle (Account No. 100-70-700-6082 (General Fund, Parks and Recreation, Administration, Vehicle Purchase). Recently, one of the Department's utility trucks (2008 Ford Ranger) was declared a total loss due to an accident. Staff have contacted the City's insurance provider and have filed a claim for loss. After the deductible is paid, the City will receive the replacement value of the vehicle. Staff was able to locate a vehicle utilizing National Auto Fleet Group through the Sourcewell Contract 091521-NAF (Attachment D).

BACKGROUND/DISCUSSION:

The Police Department's Administration Division's Captain's vehicle is due for replacement due to the high mileage and the increasingly costly repairs needed to maintain it. The current vehicle is a 2016 Chevy Tahoe that command staff utilize during their on-duty hours and in the event they are called out on a critical incident. As a result, it is becoming expensive to maintain. The requested vehicle would replace a 2016 Chevrolet Tahoe (City Identification # 116155), with mileage of approximately 125,000.

The Investigations Division, consisting of Detectives, conducts a great deal of surveillance activities that require dependable vehicles. These Detectives are on call 24 hours a day and require the use of a take-home vehicle, which allows them to respond at a moment's notice. Due to the nature of their assignment, Detectives are also tasked with locating and apprehending violent offenders in the community or those who have fled to avoid capture for crimes committed in the City of Montebello.

Vehicle repairs and a lack of spare vehicles significantly hinder the ability of Detectives to effectively perform their duties. There are instances when investigations are conducted with vehicles not suitable for surveillance. The nature of use and age of the

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 3 of 4

fleet has created a situation where vehicles require a great deal of mechanical work. A lack of vehicles in the investigations unit fleet also requires expensive repairs (mechanical and body damage) to vehicles, as there are no other vehicles for detectives to use. The average mileage of the vehicles assigned to the investigations unit is 120,000.

The following vehicles have high mileage and are no longer reliable for surveillance use and will be replaced:

- 2014 Ford Explorer, City identification # 114163 – Mileage 174,889
- 2014 Ford Taurus, City identification # 114162 – Mileage 156,520
- 2015 Honda Accord, City identification # 115204 – Mileage 188,924
- 2015 Chevy Colorado, City identification # 115202 – Mileage 199,368

The attached vehicle quotes (Attachments A, B and C) are for replacement vehicles to be acquired from local dealers: Ford of Montebello, Longo Toyota of El Monte and Diamond Honda of the City of Industry. In addition, the existing agreement with Black & White Emergency Vehicles will be utilized to properly equip the new vehicles (Attachment E). The replacement vehicles -- and the Divisions to which they will be assigned -- are listed below (purchase price in parentheses):

- 2024 Honda Accord Sedan (**Investigation Unit**) – \$ 33,717
- 2024 Toyota Tacoma (**Investigation Unit**) – \$ 45,195
- 2024 Ford Explorer (**Investigation Unit**) – \$51,495
- 2024 Ford F150 (**Investigation Unit**) – \$51,633
- 2024 Ford Explorer (**Administration Unit**) - \$ 56,522

In addition, one (1) Ford F150 XL will be procured from National Auto Fleet Group to replace a Parks and Recreation Department vehicle (Attachment D). A 2008 Ford Ranger recently sustained damage which required it to be totaled. Staff is working with the City's insurer to file a claim and -- after the deductible is paid -- recoup a portion of the estimated \$43,700 replacement cost (Attachment D).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended actions will allow purchase of five (5) replacement vehicles for the

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 4 of 4

Police Department, one (1) replacement vehicle for the Parks and Recreation Department, and required upfitting (i.e., communications equipment, mobile data computers, etc.), as well as authorize the surplus of the vehicles to be replaced. Sufficient funding exists in the Asset Forfeiture Fund for the Police Department Vehicles (Account No. 230-99-847-6082, Asset Forfeiture, Department of Justice, Vehicle Purchase). A budget amendment is required for the purchase of the Parks and Recreation vehicle, increasing appropriations by \$45,000 in Account No. 100-70-700-6082 (General Fund, Parks and Recreation, Administration, Vehicle Purchase).

ATTACHMENT(S)

1. Attachment A - Diamond Honda Vehicle Quote
2. Attachment B - Longo Toyota Tacoma Vehicle Quote
3. Attachment C - Ford of Montebello Vehicle Quotes
4. Attachment D - Natl Auto Fleet Group Ford F150 - Parks
5. ATTACHMENT E - Est_2339- Black & White Emergency Vehicles - Equipment-Upfitting

NEXT STEPS:

N/A

BUYER		CO-BUYER		Deal #:	
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640				Deal Type: Retail	
Work #:				Deal Date: 03/11/2024	
Email:				Print Time: 03:39pm	
Salesperson:					
VEHICLE					
New ☒	Stock #:	Description:	VIN:	Mileage:	
Used ☐	240891	2024 HONDA ACCORD SEDAN	1HGCY1F34RA046615		
Demo ☐					
TRADE					
AFTERMARKETS					
			Sale Price: \$ 30,460.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 30,460.00		
			Doc Fee: \$ 85.00 State & Local Taxes: \$ 3,130.86 Total License and Fees: \$ 41.75 Total Cash Price: \$ 33,717.61		
			Total Trade Payoff: \$ 0.00 Delivered Price: \$ 33,717.61		
Total Aftermarkets: \$ 0.00					
			Cash Down Payment + Deposit: \$ 0.00 Sub Total: \$ 33,717.61		
			Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00		
Rate: Amount Financed: \$ 33,717.61			Amount Financed: \$ 33,717.61		

Molinari, William

From: Leon, Jacqueline
Sent: Tuesday, March 12, 2024 6:56 AM
To: Molinari, William
Subject: FW: [External Email] Bid for Honda Accord EX
Attachments: Capture.PNG

See attached



Jacqueline Leon

Management Analyst

Finance Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x430

w: www.MontebelloCA.gov

e: jleon@MontebelloCA.gov



From: John Ruiz <JRuiz@diamondhonda.com>
Sent: Monday, March 11, 2024 3:42 PM
To: Leon, Jacqueline <JLeon@montebelloca.gov>
Subject: RE: [External Email] Bid for Honda Accord EX

External Sender - From: (John Ruiz <JRuiz@diamondhonda.com>)

This message came from outside your organization.

Please see attached breakdown taking out the license fees. The vehicle just arrived as well.

JR

From: Leon, Jacqueline <JLeon@montebelloca.gov>
Sent: Monday, March 11, 2024 3:28 PM
To: John Ruiz <JRuiz@diamondhonda.com>
Subject: RE: [External Email] Bid for Honda Accord EX

Hello,

1600 West Beverly Blvd Montebello CA 90640

Thank you,



Jacqueline Leon

Management Analyst

Finance Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x430

w: www.MontebelloCA.gov

e: jleon@MontebelloCA.gov



From: John Ruiz <JRuiz@diamondhonda.com>

Sent: Monday, March 11, 2024 3:28 PM

To: Leon, Jacqueline <JLeon@montebelloca.gov>

Subject: RE: [External Email] Bid for Honda Accord EX

Hello yes I can do that. I just need the address where it will be registered to.

Thank you!

JR

From: Leon, Jacqueline <JLeon@montebelloca.gov>

Sent: Monday, March 11, 2024 2:20 PM

To: John Ruiz <JRuiz@diamondhonda.com>

Subject: RE: [External Email] Bid for Honda Accord EX

Hello

Can you provide a quote that includes all fees broken down except for the licensing fee.

Thank you,



Jacqueline Leon

Management Analyst

Finance Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x430

w: www.MontebelloCA.gov

e: jleon@MontebelloCA.gov



From: John Ruiz <JRuiz@diamondhonda.com>

Sent: Monday, March 4, 2024 2:58 PM

To: Leon, Jacqueline <JLeon@montebelloca.gov>
Subject: RE: [External Email] Bid for Honda Accord EX

Thank you, Jacqueline, hope we can earn your business since we are your local dealer.

JR

From: Leon, Jacqueline <JLeon@montebelloca.gov>
Sent: Monday, March 4, 2024 1:59 PM
To: John Ruiz <JRuiz@diamondhonda.com>
Subject: RE: [External Email] Bid for Honda Accord EX

Received.

Please note that you may submit a "best and final" offer by **Thursday, March 7, 2024, at 5 pm PDT**

Thank you,



Jacqueline Leon
Management Analyst
Finance Department

1600 W Beverly Blvd., Montebello, CA 90640
p: 323-887-1200 x430
w: www.MontebelloCA.gov
e: jleon@MontebelloCA.gov



From: John Ruiz <JRuiz@diamondhonda.com>
Sent: Monday, March 4, 2024 12:11 PM
To: Leon, Jacqueline <JLeon@montebelloca.gov>
Subject: RE: [External Email] Bid for Honda Accord EX

Dear Jacqueline,

I trust this letter finds you well. I am writing to extend a special offer from Diamond Honda of Puente Hills regarding the 2024 Honda Accord EX in the captivating Platinum White Pearl color.

We are pleased to present the following details of this exceptional offer:

- **Vehicle:** 2024 Honda Accord EX - **Color:** Platinum White Pearl - **Manufacturer's Suggested Retail Price (MSRP):** \$31,460 - **Your Price:** \$30,460 plus applicable fees - **Availability:** Currently, we have two units available and in transit, with an estimated arrival between 03/17-

03/21. - **Special Program:** There is a current special program available, subject to approval through AHFC.

Example Payment Terms: - Total Initial Payment: \$2,500 - Lease Term: 36 months - Monthly Lease Payment: \$356 plus tax - Mileage Allowance: 10,000 miles per year

In addition to our leasing options, we are pleased to inform you that we also have special financing available:

- 3.9% APR for up to 48 months
- 4.9% APR for up to 60 months
- 5.9% APR for up to 72 months

Should you require further information or wish to discuss this offer in more detail, please do not hesitate to contact me directly at 626-935-1731 or via email at jruiz@diamondhonda.com.

Thank you for considering Diamond Honda of Puente Hills for your automotive needs. We are committed to providing exceptional service and assisting you in finding the perfect vehicle to meet your requirements.

Warm regards,

John Ruiz
Internet Director
Diamond Honda
626.935.1731
818.636.3479 cell
17525 Gale Ave
City of Industry, CA 91731

From: Leon, Jacqueline <JLeon@montebelloca.gov>
Sent: Monday, March 4, 2024 11:59 AM
To: John Ruiz <JRuiz@diamondhonda.com>
Subject: RE: Bid for Honda Accord EX

Hello,

Yes, please send over a quote for the vehicle. As well as lease/ purchase options.

Thank you,



Jacqueline Leon

Management Analyst

Finance Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x430

w: www.MontebelloCA.gov

e: jleon@MontebelloCA.gov



From: John Ruiz <JRuiz@diamondhonda.com>

Sent: Monday, March 4, 2024 11:56 AM

To: Leon, Jacqueline <jleon@montebelloca.gov>

Subject: [External Email] Bid for Honda Accord EX

Hello,

We would like to bid for your business on the Honda Accord EX. Is this the email to send it to?

Please let me know.

Thank you!

John Ruiz
Internet Director
Diamond Honda
626.935.1731
818.636.3479 cell
17525 Gale Ave
City of Industry, CA 91731

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



Longo Toyota
3534 Peck Road
El Monte
CA, 91731
<https://www.longotoyota.com/>
(626) 580 - 6000
info@longotoyota.com

ATTACHMENT B
David Liu

Sales: (626) 580 - 6000
Direct: (000) 000 - 0000
david.liu@longotoyota.com

Deal#: 3307481

2024 Toyota Tacoma SR5

Celestial Silver Metallic
DS,D5,FE,GN,MG,RT,2T
VIN: RM13C693 | Stock#: 12406220

**Guest
Number:** 115892
9

CITY OF MONTEBELLO

1600 W Beverly Blvd, Montebello, CA 90640

Cash

Tot. Cash

\$45,195.34

\$0.00 Rebates

Payment Details

Cash

MSRP	\$42,204.00
Selling Price	\$40,350.00
Your Price	\$40,350.00
Taxes (10.25%)	\$4,144.59
Fees	\$700.75
Amount Financed	\$45,195.34

Retail payments are an estimate and may vary among lending institutions. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per mile over 12000 miles per year and a Disposition Fee of \$350.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

Molinari, William

From: Rigo Ruiz <rigo@fordofmontebello.net>
Sent: Tuesday, March 5, 2024 2:40 PM
To: Molinari, William
Subject: [External Email] PD price quote

External Sender - From: (Rigo Ruiz <rigo@fordofmontebello.net>)

This message came from outside your organization.

Hello William,

Here is the Breakdown. Since these units are not here, I ordered them under the City of Montebello. We removed the license fees on all the vehicles. Check them out and let me know if you have any questions.

#1

Explorer Limited

Carbonized Gray

Black leather interior

This is a Limited version of the Captains Explorer.

Ford states that the 360-Camera is not available this is already credited back on the window sticker.

MSRP Estimated \$54,145.00

Sales Price	\$51,145.00
Taxes	\$ 5,251.08
Transfer	\$ 41.75
Doc	\$ 85.00
Total	\$56,522.83

#2

Explorer ST-line

White exterior

Black Wheels

Black leather interior

Captain chairs

This and the XLT are similar in price, if we opt for the XLT you will get the appearance package which comes with gray wheels and light gray interior. This package, the ST line comes with Black interior leather with Miko inserts (its like Alcantara suede inserts) and the aggressive ST look.

Ford states that the 360-Camera is not available this is already credited back no the window sticker.

MSRP Estimated \$49,585.00

Sales Price	\$46,585.00
Taxes	\$ 4,783.68
Transfer	\$ 41.75
Doc	\$ 85.00
Total	\$51,495.43



Preview Order 3631 - K7K - ST L

x

+

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about:blank

Ford Credit Toolkit

RouteOne

GMAIL

700Credit LLC

CUDL Dealer Portal

Vehicle Locator Plus...

Ford

Preview Order 3631 - K7K - ST Line RWD:

Order Summary

Time of Preview: 03/05/2024 13:45:25

Receipt: 3/5/2024

Dealership Name: Ford of Montebello

Dealer Rep.	Rodrigo Ruiz	Type	Retail	Vehicle Line	Explorer
Customer Name	W CITY OF MONTEBELLO	Priority Code	11	Model Year	2024

DESCRIPTION	MSRP	DESCRIPTION
K7KD EXPLORER ST-LINE RWD	\$46455	CV LOT MANAGEMENT
.119 INCH WHEELBASE	\$0	CA NEW MTR VEHICLE BOARD FEES
STAR WHITE MET TRI-COAT	\$795	50 STATE EMISSIONS
ACTIVEX SEATING W/MIKO INSERTS	\$0	CLASS IV TRAILER TOW PACKAGE
EBONY INTERIOR	\$0	360-DEGREE CAMERA CREDIT
EQUIPMENT GROUP 250A	\$0	21" ALUMINUM WHEELS
.2 3L ECOBOOST I-4 ENGINE	\$0	FUEL CHARGE
.10-SPEED AUTO TRANSMISSION	\$0	PRICED DORA
P275/45R21 A/S BSW TIRES	\$0	DESTINATION & DELIVERY
JOB #2 ORDER	\$0	
TOTAL BASE AND OPTIONS		
DISCOUNTS		
TOTAL		

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature

5

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#3
F-150 STX (to get the black wheels)
Carbonized gray exterior
Black Wheels
Black leather interior
Crew Cab (4 doors)

MSRP Estimated \$51,710.00

STX discount \$ 2,000.00

MSRP w/disc \$49,710.00

Sales Price \$46,710.00

Taxes \$ 4,796.49

Transfer \$ 41.75

Doc \$ 85.00

Total \$51,633.24





Preview Order 3632 - W2K - 4x2 STX SuperCrew: Order Summary Time of Preview: 03/05/2024 13:37:37 Receipt: 3/5/2024

Dealership Name: Ford of Montebello

Dealer Rep.	Rodrigo Ruiz	Type	Retail	Vehicle Line	F-150
Customer Name	W CITY OF MONTEBELLO	Priority Code	11	Model Year	2024

DESCRIPTION	MSRP	DESCRIPTION
F150 4X2 SUPERCREW STX - 145	\$48230	6426# GVWR PACKAGE
145 INCH WHEELBASE	\$0	CA NEW MTR VEHICLE BOARD FEES
CARBONIZED GRAY METALLIC	\$0	JOB #2 ORDER
STX CLOTH 40/CON/40	\$0	CV LOT MANAGEMENT
BLACK	\$0	FRONT LICENSE PLATE BRACKET
EQUIPMENT GROUP 200A	\$0	STX BLACK APPEARANCE PACKAGE
.STX SERIES	\$0	.20" GLOSS BLACK WHEELS
.EXTENDED RANGE 36GAL FUEL TANK	\$0	50 STATE EMISSIONS
2.7L V6 ECOBOOST	\$0	FUEL CHARGE
ELEC TEN-SPEED AUTO TRANS	\$0	PRICED DORA
.275/60R20 83W ALL-SEASON	\$0	DESTINATION & DELIVERY
3.55 RATIO REGULAR AXLE	\$0	
TOTAL BASE AND OPTIONS		
STX DISCOUNT		
TOTAL		

Customer Name:Customer Email:

Customer Address:Customer Phone:

Customer Signature

Rodrigo Ruiz
Sales Manager

Office line: 323-838-6920

Fax line: 323-838-6913



of **MONTEBELLO**

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 480 Auto Center Drive, Watsonville, CA 95076
 (855) 289-8572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

3/6/2024
 3/6/2024 Re-Configured

Quote ID: **37660 R1**

Order Cut Off Date: TBA

david Sosnowski
 City of Montebello
 Parks, Recreation & Community Services
 1600 West Beverly Blvd
 1600 West Beverly Blvd
 Montebello, California, 90640

Dear david Sosnowski,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box 141" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$40,812.00	\$39,603.42	2.961 %	\$1,208.58
Tax (10.2500 %)		\$4,059.35		
Tire fee		\$8.75		
Total		\$43,671.52		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Not Listed
 Account Manager
 Email: Neil@nationalautofleetgroup.com
 Office: (951) 440-0585
 Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99P	Engine: 2.7L V6 EcoBoost, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: Electronic 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64C	Wheels: 17" Silver Steel, (STD)
TIRES	
Code	Description
---	Tires: 245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: 2-way manual driver/passenger and armrest
AXLE RATIO	
Code	Description
X19	3.55 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
924	Rear Window Fixed Privacy Glass w/Defroster
18B	Black Platform Running Boards
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others
96W	Tough Bed Spray-In Bedliner
94S	Amber Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility
BD0	4 Key Lockset, -inc: The dealer or modifier must program all 4 keys for ePATS and RKE to assure all keys function on each unit, Refer to the Owners Manual for direction on programming replacement keys
85H	Back-Up Alarm System
OPTION PACKAGE	
Code	Description
101A	Equipment Group 101A Standard

2024 Fleet/Non-Retail Ford F-150 XL 2WD Reg Cab 8' Box 141" WB

WINDOW STICKER

2024 Ford F-150 XL 2WD Reg Cab 8' Box 141" WB

CODE	MODEL	MSRP
F1K	2024 Ford F-150 XL 2WD Reg Cab 8' Box 141" WB	\$36,870.00
OPTIONS		
99P	Engine: 2.7L V6 EcoBoost, (STD)	\$0.00
44G	Transmission: Electronic 10-Speed Automatic, (STD)	\$0.00
64C	Wheels: 17" Silver Steel, (STD)	\$0.00
—	Tires: 245/70R17 BSW A/S, (STD)	\$0.00
YZ	Oxford White	\$0.00
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: 2-way manual driver/passenger and armrest	\$0.00
X19	3.55 Axle Ratio, (STD)	\$0.00
924	Rear Window Fixed Privacy Glass w/Defroster	\$100.00
18B	Black Platform Running Boards	\$250.00
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others	\$0.00
96W	Tough Bed Spray-In Bedliner	\$595.00
94S	Amber Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	\$650.00
BD0	4 Key Lockset, -inc: The dealer or modifier must program all 4 keys for ePATS and RKE to assure all keys function on each unit, Refer to the Owners Manual for direction on programming replacement keys	\$132.00
85H	Back-Up Alarm System	\$220.00
101A	Equipment Group 101A Standard	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$38,817.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$40,812.00

Est City: 20 (2023) MPG
 Est Highway: 26 (2023) MPG
 Est Highway Cruising Range: 936.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
3.55 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Silver Steel (STD)
Tires: 245/70R17 BSW A/S (STD)

ADDITIONAL EQUIPMENT

50 State Emissions System
Rear-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1895# Maximum Payload
GVWR: 6,170 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
Single Stainless Steel Exhaust
36 Gal. Fuel Tank
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Headlights-Automatic Highbeams

AM/FM/Satellite w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: AM/FM SiriusXM w/360L -inc: 4 speakers and auxiliary audio input jack
Streaming Audio
Fixed Antenna
Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest
40-20-40 Split-Bench Front Seats w/Carpet Back Material
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Connected Navigation Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual Adjustable Front Head Restraints
Front Center Armrest
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

Quote



590 South Vincent Avenue
Azusa, CA 91702

Date	Estimate #
3/12/2024	2339

Name / Address
Montebello Police Department 1600 W. Beverly Blvd. Montebello, CA 90640

Ship To
Montebello Police Department 1600 W. Beverly Blvd. Montebello, CA 90640

		Customer		Terms
		Under Cover Build		Net 30
Item	Description	Qty	Rate	Total
C-4014	Storm Siren Rev. 2	1	275.00	275.00T
BWROTARY	3 Position Rotary Switch with Knob, 3 40a Relays, & Horn Ring Relay	1	165.00	165.00T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	304.49	304.49T
ESB-U	Universal Siren Speaker Bracket for ES100	1	38.96	38.96T
MPS62U-RB	Micropulse Dual Color Red / Blue	8	159.80	1,278.40T
MPSM6U-WIN	MicroPulse 6 Adhesive Mount Kit	6	51.00	306.00T
MPSM6-LB	Generic L-Bracket For (1) MPS6U Light	2	14.87	29.74T
416900Z-RB	Corner LED Red/Blue	2	79.50	159.00T
4703-100B	Thermal Circuit Breaker 100A Surface Mount	1	30.35	30.35T
6001-3001B	New Top Hat Timers	1	162.60	162.60T
8028B	Screw Terminal Fuse Block 6 Circuit W/Cover and Blown Fuse Indicator.	1	22.58	22.58T
PWAT-119-GPSD-IP-D8500	Panorama Antenna Kit: Includes Multi-Element Antenna Tri-Band 2-Way Radio, Wi-Fi, GPS for Motorola APX 8500	1	631.50	631.50T
WINDOWTNT	Window Tint	1	275.00	275.00
Shop Labor	Installation of emergency lighting, equipment and customer provided Two Way radio into an Under Cover Vehicle.	28	100.00	2,800.00
AC-GUNSAFE-2	Under-Seat Lockable Security Box For Handgun	1	364.50	364.50T
Quotes are subject to change and are Valid for 30 Days		Subtotal \$6,843.12		
		Sales Tax (10.25%) \$386.23		
Signature _____		Total \$7,229.35		

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301

JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM



ITEM # 7

**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

SUBJECT: **APPROVE AGREEMENT NO. 4187 WITH HDL COREN & CONE FOR
PROPERTY TAX CONSULTING AND AUDITING SERVICES**

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4187 with HdL Coren & Cone for Property Tax Consulting and Auditing Services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City currently utilizes the services of HdL Coren & Cone for property tax consulting, auditing and revenue projection. The current cost is approximately \$15,000/year, which can vary slightly if Staff requests additional services above and beyond the standard scope of work. The updated annual amount reflects an increase to \$17,400/year, or \$52,200 for the initial three (3) year term. Appropriations exist in the required amount in the Fiscal Year 2023-24 budget, and Staff will develop the FY 2024-25 budget to include sufficient funding.

BACKGROUND/DISCUSSION:

HdL Coren & Cone recently initiated a review of their oldest contracts to identify those with a fixed fee. The City of Montebello's contract is one of these older, fixed fee professional services agreements. The agreement with HdL Coren & Cone has been unchanged since 2010.

Since that time, the City has grown in size by 390 parcels, increasing the amount of

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 2

property (residential, industrial, commercial) which HdL tracks and analyzes for the City. In addition, HdL has created new products and reports to keep up with client needs. Staff rely heavily on HdL's expertise in all things property tax. Over the years, HdL has continued to provide responsive service to the City's requests while continuing to add new staff and increasing costs.

For these reasons, HdL has approached the City to renew their agreement to include a CPI inflation adjustment (Attachment A). The City's annual fee of \$15,900 has remained the same for almost 15 years. The proposed updated annual amount includes a 10% increase, to \$17,400/year. This amount is still well below the current scale HdL charges its new clients.

This new contract includes an annual CPI increase to help keep the contract price in step with inflation. Attached is a professional services agreement (Attachment A) with the revisions mentioned above beginning with the 2024-25 fiscal year. The new contract increases the annual service fee from the current \$15,900 to \$17,400, an increase of 10%.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of Agreement No. 4187 (Attachment A) with HdL Coren & Cone to continue provision of essential property tax consulting, auditing and revenue projection services. The annual amount will be \$17,400 in FY 2024-25, adjusted by the annual change in CPI in subsequent fiscal years. The initial term will be for three (3) years and includes two (2) one (1) year extensions.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4187- HdL Coren Cone

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4187
WITH HdL COREN & CONE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **March 27, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **HdL COREN & CONE** (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 professional consultant to provide property tax consulting and audit services; and

WHEREAS, the CITY desires the property tax data-based reports and data analysis required to effectively manage the CITY property tax base and identify and recover revenues misallocated within the CITY, or to other jurisdictions; and

WHEREAS, the CONSULTANT is a state-wide expert in such data analysis with over 260 public agency clients for whom such services are performed and had the programs, equipment, data, and personnel required to deliver the property tax services referenced herein; 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. 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 4187

Page 2 of 12

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 quarter for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, 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

PROFESSIONAL SERVICES AGREEMENT NO. 4187

Page 4 of 12

the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any

PROFESSIONAL SERVICES AGREEMENT NO. 4187

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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

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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: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: KAggili@montebelloca.gov

g. Coverage shall not be suspended, voided, canceled, 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

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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

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

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.

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 Consultant: Hdl COREN & CONE
Nichole Cone-Morishita, CFO
120 S. State College Blvd., Suite 200
Brea,, CA 92821
(714) 705-6428
Email: ncone@hdlccpropertytax.com

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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]

PROFESSIONAL SERVICES AGREEMENT NO. 4187

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

HdL COREN & CONE

Raul Alvarez, City Manager

Nichole Cone-Morishita
Nichole Cone-Morishita (Mar 6, 2024 08:13 PST)

Nichole Cone-Morishita, CFO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Vendor Terms and Conditions
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requireme

Exhibit “A”
HdL COREN & CONE
PROPERTY TAX CONSULTING/AUDIT SERVICES
TERMS AND CONDITIONS

1.0 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning stated below:

Audit Review: “Audit” or “Audit Review” shall mean the comparison of databases to ensure that parcels are correctly coded with the appropriate tax rate area to return revenue to the client city. Audits include the secured and unsecured tax rolls and where secured records are corrected; the corresponding unsecured records related to those properties are also corrected. A review of the calculation methodologies developed by auditor/controller offices in the administration of property tax is made to ensure compliance. New annexations are audited the 1st or 2nd year after the area’s adoption due to the timing of LAFCO and the State Board of Equalization in assigning new tax rate areas and county processing of those changes.

County: “County” shall mean the County in which the CITY is located.

Data Base: “Data Base” shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

Days: “Days” shall mean calendar days.

Property Tax Roll: “Property Tax Roll” shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

Proprietary Information: “Proprietary Information” shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONSULTANT and used in the performance of the services hereunder.

Successor Agency: “Successor Agency” means the City's administration pursuant to Section 34176 of the Health and Safety Code of the former community redevelopment agency of CITY).

Recovered/Reallocated Revenue: “Recovered or Reallocated Revenue” shall mean additional revenue received as a result of an audit or review of properties submitted for correction or for corrections due erroneous calculations or incorrect methods of distributing revenue discovered by the CONSULTANT and then made by county agencies which result in a return of additional revenue to the AGENCY. Reviews of

AGENCY administered pass throughs are performed to ensure the correctness of distributions being made to participating agencies.

Scope of Services: "Scope of Services" shall mean all of the Base Services specified in Section 2.0, the Optional Services in Section 3.0, the Additional Services in Section 4.0, or any other services rendered hereunder.

TRA: "Tax Rate Area" shall mean the area subject to the tax rate.

2.0 BASE SERVICES

The CONSULTANT shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

2.1 Analysis And Identification Of Misallocation Errors (Contingent Fee)

(a) In the first year of this Agreement, and as necessary thereafter but not less than once every five (5) years, CONSULTANT shall conduct an analysis to identify and verify the CITY parcels on the secured Property Tax Roll which are not properly attributed to a CITY, and will provide the correct TRA designation to the proper County agency. Typical errors include parcels assigned to incorrect TRAs within the CITY or an adjacent city, and TRAs allocated to wrong taxing agencies.

(b) CONSULTANT shall annually reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls and identify discrepancies.

(c) CONSULTANT shall annually review parcels on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than the situs address, and errors involving TRAs (to the extent records are available).

(d) CONSULTANT may audit general fund or tax increment property tax revenue or other revenues attributable to the CITY departments, districts, (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation and payments reviews).

2.2 Annual Services (Fixed Fee)

Annually, after the Property Tax Roll is available:

(a) CONSULTANT shall establish a Data Base for CITY available through CONSULTANT'S online property tax application

(b) Utilizing the Data Base, CONSULTANT will provide:

- (1) A listing of the major property owners in the CITY, including the assessed value of their property.
- (2) A listing of the major property tax payers, including an estimate of the property taxes.
- (3) A listing of property tax transfers which occurred since the prior lien date.
- (4) A listing of parcels that have not changed ownership since the enactment of Proposition XIII A.
- (5) A comparison of property within the CITY by county-use code designation.
- (6) A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the CITY's preparation of Gann (Propositions 4 and 111) State Appropriation Limit calculations.
- (7) A listing of multiple owned parcels.
- (8) A listing of absentee owner parcels.
- (9) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the CITY. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the CITY.
- (10) Development of historical trending reports involving taxable assessed values for the CITY, median and average sales prices and related economics trends.
- (11) Upon written request, analyses based on geographic areas designated by the CITY to include assessed valuations and square footage computations for use in community development planning.
- (12) One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.

2.3 Successor Agency Services

Successor Agency Services including but not limited to:

- (a) Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- (b) Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.

- (c) Provide property tax information to the Oversight Board at the direction of the Successor Agency
- (d) Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- (e) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- (f) Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- (g) Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

2.4 Quarterly Services/Monthly Services (Fixed Fee)

The CONSULTANT shall perform the following services quarterly:

- (a) A listing of property tax appeals filed on properties in the CITY (selected counties).
- (b) A listing of property transfers that have occurred since the last report.
- (c) Monthly update of CONSULTANT'S web-based software program to include parcel transfer data and, in select counties, appeal updates.

2.5 On-Going Consultation (Fixed Fee)

During the term of this Agreement, CONSULTANT will serve as the CITY's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of the CITY's data base.

3.0 OPTIONAL SERVICES

The following services are available on a time and materials basis:

3.1 Specified Data

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 2.0.

3.2 County Research

Any research with County agencies for which CONSULTANT does not have a current database.

3.3 Bond Services

Bond services are available for a fixed negotiated fee, including:

- (a) Tax Allocation Bonds fiscal consultant reports
- (b) Mello-Roos Special Tax studies

3.4 Additional Meetings Requested

Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with AGENCY shall be considered an Optional Service.

4.0 ADDITIONAL SERVICES

CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the CONSULTANT, incorporating therein any material adjustment in the contract and/or the time to perform this Agreement, which said adjustments are subject to the written approval of the CONSULTANT. Any increase in compensation of up to \$75,000, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by CONSULTANT that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

5.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES

5.1 City Materials and Support

CITY agrees to provide the following information:

- 1. Current CITY maps and zoning map;
- 2. A copy of reports received by the CITY annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary values for reconciliation analysis;
- 3. Parcel listing and maps of CITY parcel annexations since the lien date roll;
- 4. A listing of completed new construction projects with Assessor's map book, page and parcel numbers (APN) for proper identification and

tracking for two years prior to the date of this Agreement. If the data does not include the APN information, CONSULTANT will research this information at an additional cost;

5. A listing of the CITY levies assessment districts and direct assessments.

5.2 Compliance with Law

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

5.3 License, Permits, Fees and Assessments

CONSULTANT shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONSULTANT in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

5.4 Further Responsibilities of Parties

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

6.0 CONSIDERATION

6.1 Base Fixed Fee Services

CONSULTANT shall provide the Base Services described in Section 2.0 above, for a fixed annual fee of \$17,435 (invoiced quarterly).

The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

6.2 Base Contingent Fee Services

For Base Services pursuant to Section 2.1 which are payable on a contingent basis, CONSULTANT shall receive 25 percent of net general fund attributable to CITY departments, districts, or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by CONSULTANT (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). CONSULTANT shall separate and support said reallocation and provide CITY with an itemized invoice showing all amounts due as a result of revenue recovery or

reallocation. CITY shall pay audit fees after CONSULTANT's submittal of evidence that corrections have been made by the appropriate agency. Payment to CONSULTANT shall be made within thirty (30) days after CITY receives its first remittance advice during the fiscal year for which the correction applies.

6.3 Optional Services

Fees for Optional Services as outlined in Services in Section 3.0 above (except Section 3.3) shall be billed at the following hourly rates:

Partner	\$250 per hour
Principal	\$225 per hour
Programmer	\$200 per hour
Associate	\$175 per hour
Senior Analyst	\$125 per hour
Analyst	\$ 90 per hour
Administrative	\$ 70 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONSULTANT annually. On July 1st of each year CONSULTANT shall provide CITY with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

6.4 Fees for Bond Services

Services under Section 3.3 above will be determined depending upon the complexity of the bond issue and the time available for completion of the task and will be mutually agreed to be the parties.

6.5 Indirect Expenses

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONSULTANT in performing the services in the Scope of Services including for administrative overhead, salaries of CONSULTANT'S employees, travel expenses or similar matters.

6.6 Due Date

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

7.0 TERM PERFORMANCE SCHEDULE

7.1 Time of Essence

Time is of the essence in the performance of this Agreement.

7.2 Schedule of Performance

CONSULTANT shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Attachment "A", and incorporated herein by this reference. When requested by the CONSULTANT, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

7.3 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

8.0 COORDINATION OF WORK

8.1 Representative of CONSULTANT

The following principals of CONSULTANT are hereby designated as being the principals and representatives of CONSULTANT authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nichole Cone-Morishita
HdL COREN & CONE
120 S. State College Blvd., Suite 200
Brea, CA 92821

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONSULTANT without the express written approval of CITY.

8.2 Contract Officer

The Contract Officer shall be such person as may be designated by the City Manager of CITY. It shall be the CONSULTANT'S responsibility to assure that the Contract Officer is kept

informed of the progress of the performance of the services and the CONSULTANT shall refer any decisions which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the CITY required hereunder to carry out the terms of this Agreement.

9.0 RECORDS AND REPORTS

9.1 Reports

CONSULTANT shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

9.2 Records

CONSULTANT shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

9.3 Non-Disclosure of Proprietary Information

In performing its duties under this Agreement, CONSULTANT will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONSULTANT using methodologies, formulae, programs, techniques and other processes designed and developed by CONSULTANT at a substantial expense. CONSULTANT'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONSULTANT shall be referred to as Proprietary Information. CONSULTANT'S Proprietary Information is not generally known by the entities with which CONSULTANT competes.

CONSULTANT desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONSULTANT'S Proprietary Information for any purpose not associated with CONSULTANT'S activities. Further, CITY agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONSULTANT'S Proprietary Information to any person or organization not connected with CONSULTANT, without the express written consent of CONSULTANT. The CITY also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and

appropriate steps to maintain the proprietary nature of CONSULTANT'S Proprietary Information.

Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONSULTANT hereunder for other projects and/or use of uncompleted documents without specific written authorization by the CONSULTANT will be at the CITY's sole risk and without liability to CONSULTANT, and the CITY shall indemnify the CONSULTANT for all damages resulting therefrom.

9.4 Release of Documents Pursuant to Public Records Act

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the "PRA"). The Parties intend that if CITY is served with a request for disclosure under the PRA, or any similar statute, the CITY in good faith will make the determination as to whether the material is disclosable or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. CITY shall advise CONSULTANT in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONSULTANT then timely advises CITY in writing that it objects to the disclosure, CITY shall not disclose the information. In such case, CONSULTANT shall then be solely liable for defending the non-disclosure and shall indemnify and hold CITY harmless for such nondisclosure.

SCHEDULE OF PERFORMANCE

TIMELINE FOR DELIVERABLES

July/August	Data available for purchase from counties
September 30	Data available on HdLCC's web-based property tax application
September/October	Unsecured audits performed and forwarded to county assessor
October available	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January available	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April available	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to clients
July available	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Property sales reports City and Successor Agency mid-year budget reviews and budget projections Analytical work at the request of clients Monthly updates of database with property sale information

Exhibit “B”

SCHEDULE OF COMPENSATION

Effective Date – June 30, 2024	\$5,000
July 1, 2024 – June 30, 2025	\$17,435
July 1, 2025 – June 30, 2026	\$17,435+ CPI
July 1, 2026 – June 30, 2027	FY 25-26 Fee + CPI

An additional \$5,000 per fiscal year (July – June) may be added with approval from the City Manager.

The annual fixed fee amount will change based upon the annual change in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers (CPI-U) as published periodically by the Bureau of Labor Standards (BLS). The annual change in CPI will be measured from February to February. For example, the July 1, 2024 – June 30, 2025, fixed fee amount will be updated based on the CPI change from February 2023 to February 2024, and so forth.

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.



ITEM # 8

**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

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3821 WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL) FOR BUSINESS LICENSE ADMINISTRATION SERVICES

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3821 with Hinderliter de Llamas and Associates (HdL) for Business License Administration Services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City currently utilizes the services of Hinderliter de Llamas and Associates (HdL) to administer the City's business license program. This is a complex operation that – as required by Montebello Municipal Code Section 5.04 et al – licenses approximately 4,000 businesses in the City, ensuring they meet required zoning, fire safety and other local, County and State regulations. HdL provides a single point of contact for business owners – live staff available via telephone or assistance through a web portal accessible from the City's website – to apply for new licenses, renew existing licenses, and get assistance with the business license process.

The City's business license program provides \$3.050 million in revenue to the General Fund (Fiscal Year 2023-24). This is revenue that helps support the City's daily operations, including public safety, community services and public works. Since engaging HdL to fully administer the business license program, revenue has increased 35%.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 3

Per Agreement No. 3821, HdL receives \$18.09 per business account (current rate, adjusted annually by CPI), as well as a percentage of revenues collected from their discovery and audit services. For Fiscal Year 2022-23, these services cost a total of \$216,800. Through the efforts of HdL, revenue has increased \$670,000 when comparing revenue prior to utilizing HdL to the current fiscal year.

The majority of this increase in revenue over the past three years has come from discovery and audit services. Some businesses in Montebello were operating without proper business licenses. Other businesses were delinquent in renewing their licenses. HdL has been able to maintain compliance with the City's Municipal Code by ensuring annual renewal of licenses, as well as discovering businesses operating without a license. These discovery and audit efforts assist our Fire and Community Development Departments with ensuring all businesses are operating per local and State regulations (i.e., State Fire Code, local zoning ordinances, etc.).

BACKGROUND/DISCUSSION:

The City has utilized HdL for assistance with its Business License program for over eleven years. Prior to 2020, HdL provided payment assistance and processing services only ("HdL Prime Business License). With a key staff member's retirement in Fall 2020, Finance Staff reached out to HdL to discuss an option for them to provide full business license program management services. HdL currently provides full business license program administration for over 600 Cites. Since HdL was already in use by the City, and had familiarity with the City's program and businesses, the expansion of their assistance made the most organizational and financial sense.

Agreement No. 3821 was for an initial three (3) year term, with the option to extend. Amendment No. 1 extends the term of the agreement to June 30, 2025. The current, inflation adjusted account processing fee is \$18.09 per processed account. The discovery and audits percentage fee remains at 35%.

Approval of Amendment No. 1 allows for the continued efficient and effective management of the Municipal Code business license program, and ensures all businesses in Montebello are operating safely and legally. Staff anticipate annual revenue to exceed \$3.1 million in succeeding years as HdL's discovery and audit efforts bring more businesses into compliance. Staff have been satisfied with HdL and recommend continued use of their services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 3 of 3

SUMMARY:

Staff recommends approval of Amendment No. 1 to Agreement No. 3821 with HdL for administration of the City's business license program. The amendment extends the term of the agreement to June 30, 2025, and sets the processed account rate at \$18.09 per account, with allowances for annual inflation adjustments. Funding for these services are included in the Fiscal Year 2023-24 budget, and Staff will develop the FY 2024-25 budget with sufficient funding. All expenses related to administration of the City's business license program are offset by the revenue collected (\$3.05 million in FY 2023-24).

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to 3821 HdL Hinderliter De Llamas Tax Fee - signed
2. Attachment B - Agreement No. 3821 - HdL

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3821
WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HdL)**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 27th day of March 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Hinderliter de Llamas and Associates (HdL), (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 Tax & Fee Professional Services by and between the City of Montebello and Hinderliter de Llamas and Associates (HdL), dated September 9, 2020 ("Agreement"), pursuant to which City retained Consultant to provide Tax & Fee Professional Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualifications. Staff is exercising Section 2. Term of Professional Service Agreement No. 3821 to extend the Term of the Agreement for two (2) additional years (expiring on June 31, 2025) with Hinderliter de Llamas and Associates (HdL) for Tax & Fee Professional Services. The services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 5. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; 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. Schedule of Compensation. The current cost per processed account under the Schedule of Compensation included under Attachment "B" of Exhibit "A" shall hereby

AMENDMENT NO. 1 TO AGREEMENT NO. 3821

Page 2 of 3

be set at \$18.09 subject to an annual increase based on increase in the Consumer Price Index for the region.. Discovery/Audits will remain the same at 35%.

SECTION 2. Term. The Parties hereby acknowledge the exercise of Section 2. Term of Professional Services Agreement No. 3821, Amendment No. 1 which allows for the extension of the Agreement for two (2) additional one-year extensions. The original termination/expiration date of the Agreement, as set on August 31, 2023 is hereby extended. The Parties hereby agree to exercise both remaining one-year options and the Agreement will now terminate on June 30, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of Tax and Fee administration services by HdL Hinderliter de Llamas and Associates.

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]

AMENDMENT NO. 1 TO AGREEMENT NO. 3821

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**Hinderliter de Llamas and Associates
(HdL)**

Robert Gray

Raul Alvarez, City Manager

Robert Gray, Chief Information Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Final Amendment -1 to 3821 HdL Hinderliter De Llamas Tax Fee

Final Audit Report

2024-03-15

Created:	2024-03-14
By:	JACQUELINE LEON (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqyckmwdX3iBvSDxVUiVCb7gCRSAxIKSz

"Final Amendment -1 to 3821 HdL Hinderliter De Llamas Tax Fee" History

-  Document created by JACQUELINE LEON (jleon@montebelloca.gov)
2024-03-14 - 11:19:57 PM GMT
-  Document emailed to Robert Gray (rgray@hdlcompanies.com) for signature
2024-03-14 - 11:20:00 PM GMT
-  Email viewed by Robert Gray (rgray@hdlcompanies.com)
2024-03-14 - 11:43:52 PM GMT
-  Document e-signed by Robert Gray (rgray@hdlcompanies.com)
Signature Date: 2024-03-15 - 3:13:38 PM GMT - Time Source: server
-  Agreement completed.
2024-03-15 - 3:13:38 PM GMT

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3821
BY AND BETWEEN
CITY OF MONTEBELLO
AND
Hinderliter de Llamas and Associates
(HdL)**

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and **Hinderliter de Llamas and Associates (HdL)** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Tax and Fee Professional Services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the proposed Scope of Work as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide Tax & Fee Professional Services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 2. TERM.

This Agreement shall commence on September 1, 2020 ("Effective Date") and shall expire three (3) years from the Effective Date (August 31, 2023), unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

Proprietary Information of Consultant. As used in this Section, the term "proprietary information" means any information that relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant's proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents,

and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

City of Montebello
ATTN: René Bobadilla, P.E., City Manager
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: rbobadilla@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

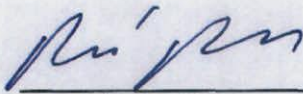
SECTION 24. ENTIRE AGREEMENT.

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

Section 25. COOPERATIVE AGREEMENT. Client acknowledges and agrees that any other public agency within the State (e.g., city, county, district, public authority, public agency, municipality or other political subdivision) may procure services that are substantially similar to any of the Services set forth in this Agreement, provided that such public agency executes a separate agreement with Consultant wherein the fees payable for the services rendered to such public agency are the responsibility of such public agency and not Client.

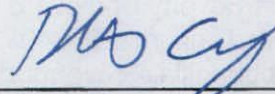
CITY OF MONTEBELLO

CONTRACTOR



René Bobadilla
City Manager

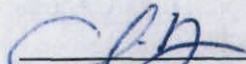
Dated: 9/9/2020



Robert Gray, HdL
Chief Information Officer

Dated: 9/29/2020

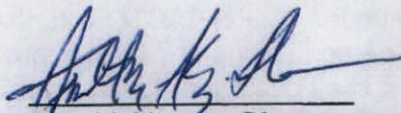
ATTEST:



Irma Barajas
City Clerk



APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Proposal

See Attached

City of Montebello, CA

TAX & FEE ADMINISTRATION SERVICES

August 20, 2020

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714 879 5000
E: gbonnin@hdlcompanies.com

Dear Michael,

Thank you for the opportunity to present this proposal for HdL's Tax & Fee Administration Services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

This proposal is valid until October 15, 2020.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Tax & Fee Administration Fee Schedule

Service	Compensation
Business License Tax Operations Management	\$15.00 per processed account + CPI
Business License Tax Discovery	35% of all revenues collected
Business License Tax Audit	35% of all revenues collected
OPTIONAL	
Transient Occupancy Tax Operations Management (includes audits)	\$800.00 per year for each monthly filer + CPI \$700.00 per year for each quarterly filer +CPI
Business License Tax Ordinance/Fee Study	\$10,000.00 (Concurrent with Business License Operations Management Services)

General Scope of Services

Business License Tax Operations Management

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With HdL Flex File, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-

compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL

Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

OPTIONAL SERVICES

Business License Tax Ordinance and Fee Analysis

General Scope of Work

Current Tax Registry Analysis:

HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes

Fee Analysis and Comparative Study:

Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options:

As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

Transient Occupancy Tax Operations Management Services

General Scope of Work

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day to day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years. The compliance audit process is described above in Option 1.

Reports – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

Progress Payments – HdL's TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in

order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVAL TO SUBMIT THE CITY'S FISCAL YEAR 2024-25 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)**

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for Fiscal Year 2024-25; and,
2. Take additional action as deemed necessary

FISCAL IMPACT:

The Los Angeles County Safe, Clean Water (SCW) Program Fiscal Year 2024-25 local return allocation for Montebello is estimated at approximately \$910,000 (i.e., Measure W). Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this \$33.3 million project is complete. The City's contribution is \$4,532,424. The Annual Plan Program for FY 2042-25 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project in the amount of \$758,106. The City will also contribute annually for the operation and

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 5

maintenance once the amount is determined. Construction payments have been budgeted in and paid out of the Measure W fund (Fund 229) since Fiscal Year 2020-21. The FY 2023-24 budget includes funding for the fourth payment as outlined below, and the FY 2024-25 budget will similarly include appropriation funding. Future contributions for annual operations and maintenance costs will be budgeted for in Fund 229.

The payment schedule per the terms of the agreement is as follows:

Invoice No.	Amount	Payment Date
1	\$700,000	6/10/2021
2	\$800,000	6/9/2022
3	\$758,106	12/30/2022
4	\$758,106	12/30/2023
5	\$758,106	12/30/2024
6	\$758,106	12/30/2025
Total:	\$4,532,424	

The balance of the annual funds received is programmed for administrative programs, operation and maintenance activities related to regulatory compliance. For the upcoming fiscal year (FY 2024-25), the table below lists the expenditures, budgets for the expenditures, and total budget for the City's SCW Program Payment.

Expenditure Type	Expenditure Name	Expenditure Budget
Project 1	East Los Angeles Sustainable Median Stormwater Project	\$758,106
Program 1	Stormwater and Urban Runoff Monitoring and Reporting	\$121,978
Program 2	Water Quality Programs Administration and Coordination	\$30,000
	Total:	\$910,000

The \$910,000 in Measure W revenue will be recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The \$910,000 in expenses will be recorded in Account

No. 229-30-315-6040.10 (Outside Contracts). Subsequent budgets will include the anticipated revenue and planned expenditures in Fund 229.

BACKGROUND/DISCUSSION:

On August 26, 2020, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities.

Annual expenditure plans are due April 1st of each year for the upcoming fiscal year. The intent of this Plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this Program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The Plan includes the expected budget of estimated expenditures, overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

Following are guidelines under the County's SCW Program:

18.06 - Municipal Program Implementation.

A. The Municipal Program shall be implemented in accordance with the provisions of this Section.

B. Each Municipality receiving Municipal Program funding from the SCW Program shall perform the following functions as part of the Municipal Program:

1. Prioritize the development of Projects that, to the extent feasible, assist in achieving compliance with the MS4 Permit.
2. Prepare, prior to the start of that Municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year.
3. Comply with all SCW Program reporting and audit requirements and provide to the District additional financial and other information, as required by the SCW Program or upon request of the District.
4. As part of the Municipal Program planning process, consider Municipal-level requests for Projects from eligible Infrastructure Program Project Applicants.
5. At least annually, prepare and provide to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of revenues from the SCW Program.
6. Operate in accordance with best practices for government agencies.
7. Be strictly accountable for all funds, receipts, and disbursements by the Municipality.
8. Identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.
9. Comply with all Transfer Agreement requirements.

10. Prepare a vector minimization plan addressing vector considerations for the design, operation, and maintenance of each Project.

C. Maintenance of Effort.

1. A Municipality must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the MS4 Permit, so long as the Project complies with Municipal Program requirements.
2. Up to thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

D. Municipal Program Annual Progress/Expenditure Reports.

1. Each Municipality shall prepare and submit an annual report to the District, not later than six months after the end of that Municipality's fiscal year.
2. The annual report shall include the following information:
 - a. A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through use of SCW Program funds;
 - b. The amount of SCW Program funds expended;
 - c. Documentation that the SCW Program funds were used for eligible expenditures;
 - d. A description of work accomplished during the reporting period;
 - e. The milestones or deliverables completed/submitted during the reporting period;
 - f. The work anticipated to be accomplished during the next reporting period;
 - g. Photo documentation of the above, as appropriate;
 - h. Additional information as required by the District; and
 - i. A description of the Municipality's stakeholder-engagement activities during the reporting period, including documentation, as appropriate.
3. The District shall review each Municipality's annual report to make a preliminary determination of whether and the extent to which each Municipality's expenditures achieved SCW Program Goals, and the District shall forward its preliminary determination to the ROC.
4. The ROC shall review the Municipalities' annual reports after the District has completed its preliminary determination, to evaluate whether and the extent to which the Municipalities' expenditures achieved SCW Program Goals and develop recommendations as appropriate. The ROC shall report its findings and recommendations to the Board and provide copies to the respective Municipalities. (Ord. 2019-0042 § 11, 2019.)

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended action will allow the City to submit the required annual Los Angeles County Safe, Clean Water Program (Measure W) expenditure plan for Fiscal Year 2024-25. There is no direct fiscal impact to the recommended actions. The FY 2024-25 budget will be developed to include funding for the expenditures detailed above.

ATTACHMENT(S)

1. Attachment A - Montebello Measure W Annual Plan 2024-25

NEXT STEPS:

N/A

Attachment A

SCW Program Annual Plan 2023-2024: Description of Projects

PROJECT 1: East Los Angeles Sustainable Median Stormwater Capture Project

BUDGET: \$758,106

DESCRIPTION: The City implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells and creating community recreational spaces. The BMPs are sized to capture and treat approximately 22 ac-ft of urban and stormwater runoff from a 3,000-acre tributary area. Community benefits include jogging paths, drought tolerant landscaping, and educational/interpretive signs. The project was programmed into the Rio Hondo WASC SIP, and the City is funding its own cost-share through the Measure W local return.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby

increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See responses to Goals 1, 2, and 3.

Goal 6: Prioritize Nature-Based Solutions.

The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 8: Encourage innovation and adoption of new technologies and practices.

The project will incorporate drywells and water-wise landscaping and irrigation practices.

Goal 9: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently an unused public right-of-way.

Goal 10: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 11: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures and also incorporating the knowledge and experience to future similar projects.

Goal 12: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 13: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.

Qualitative Targets and Corresponding Metrics

Targets 1-3:

Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

See response to Goal 3 above.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

This assessment will be provided in the Annual Progress/Expenditure Report. However, an NBS classification of "Better" or "Best" will likely be achieved.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

This assessment will be provided in a future Annual Progress/Expenditure Report.

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2023-2024: Description of Programs

PROGRAM 1: Stormwater and Urban Runoff Monitoring and Reporting

BUDGET: \$121,978

DESCRIPTION: This program is implemented to assess the City's compliance with water quality requirements and measure/improve the effectiveness of implementation of the Municipal NPDES, WMP, and SCW Programs. In terms of monitoring, this includes implementation of receiving water monitoring, outfall monitoring, and outfall screening under the Coordinated Integrated Monitoring Program. In terms of reporting, this includes the preparation of SCW Program Annual Plans and Expenditure Reports, NPDES Individual Annual Reports and Watershed Annual Reports, WMP Adaptive Management Reports, WMP updates, TMDL Compliance Reports, and Reports of Waste Discharge.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

The program is implemented to evaluate water quality and the City's progress toward attaining water quality requirements. The program is utilized to inform decision-making in the interest of improving water quality.

Goal 2: Implement an iterative planning and evaluation process to ensure adaptive management.

The program is iterative as monitoring and reporting is conducted (and required) on an established, regular basis, ensuring that implemented pollutant controls are routinely assessed, improved, and adaptively managed.

Goal 3: Promote green jobs and career pathways.

The program requires a skilled workforce to conduct monitoring and compile, assess, and summarize water quality data.

Qualitative Targets and Corresponding Metrics

Targets 1-3: Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

Not applicable as this is a monitoring and reporting program.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

SCW Program Annual Plan 2023-2024: Description of Programs

PROGRAM 2: Water Quality Programs Administration and Coordination

BUDGET: \$30,000

DESCRIPTION: This program is to administer the City's surface water quality programs, including the Safe Clean Water (SCW) Program, Watershed Management Program (WMP), and the Municipal NPDES Program. Tasks include overseeing and assuring quality of planning, funding, and implementation activities, holding and participating in interagency program meetings, providing program summary reports and technical assistance, preparing comment letters, and engaging with program stakeholders.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP and Municipal NPDES Program, which both support this particular goal.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

See response to Goal 1.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

See response to Goal 3.

Goal 5: Invest in infrastructure that provides multiple benefits.

See response to Goal 3.

Goal 6: Prioritize Nature-Based Solutions.

See response to Goal 3.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP, which supports this particular goal.

Goal 8: Encourage innovation and adoption of new technologies and practices.

See response to Goal 3.

Goal 9: Invest in independent scientific research.

See response to Goal 3.

Goal 10: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

See response to Goal 3.

Goal 11: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

See response to Goal 3.

Goal 12: Implement an iterative planning and evaluation process to ensure adaptive management.

See response to Goal 7.

Goal 13: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Goal 14: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Qualitative Targets and Corresponding Metrics

Project and program specific targets will be included in individual SCW funding requests for those projects.



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA CORPORATION FOR THE DESIGN OF THE TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET**

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA Corporation for the design of a traffic signal at Whittier Boulevard and 6th Street for a not-to-exceed amount of \$128,852; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$128,852 in Account No. 210-30-300-6040.96 (Proposition A, Public Works, Administration, Contract Services Engineering Design Services); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

KOA Corporation (KOA) executed Master Retainer Agreement No. 4000 with the City, whereby the total aggregate sum of all engagement letters executed under the agreement shall not exceed \$2,000,000. The City solicited a cost proposal from KOA for the design of a traffic signal at the intersection of Whittier Boulevard and 6th Street. KOA provided a cost proposal for the amount of \$128,852.

This cost proposal will be partially funded through a fair share contribution from the Cesar Chavez Foundation. The Cesar Chavez Foundation's fair share contribution of \$300,000 is to be used towards a new traffic signal at the intersection of Whittier Boulevard and 6th

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 2 of 3

Street pursuant to Section 2.10 of the Purchase, Sale, and Affordable Housing Development Agreement No. 4075. Funds were deposited in an escrow account per agreement instructions and to be released to the City at closing.

A budget amendment is needed to increase appropriations by \$128,852 in Account No. 210-30-300-6040.96 (Proposition A, Public Works, Administration, Contract Services Engineering Design Services).

BACKGROUND/DISCUSSION:

The City Council approved a mixed-use project at the November 10, 2021 meeting. City Council approved a 132-unit project with one three-story and two four-story buildings on a 1.5 acre site along the southern portion of Whittier Boulevard between 5th and 6th streets and along half of the eastern side of 6th Street between Whittier Boulevard and Los Angeles Avenue.

The Cesar Chavez Foundation broke ground on a high-quality affordable housing project in 2023. This affordable housing community includes supportive units for survivors of domestic violence, in partnership with the Downtown Women's Center which is a Los Angeles-based nonprofit serving and empowering currently and formerly homeless women. A condition of approval for the housing project included a fair share contribution towards the design and construction of a traffic signal at the intersection of Whittier Boulevard and 6th Street.

KOA is one of the City's bench list consultants highly qualified in the design of traffic signals. A complete set of plans, contract specifications and engineer's estimate (PS&E) is scheduled for delivery by September 2, 2024. Soon thereafter, staff shall seek City Council authorization to solicit construction bids. The following is a tentative timeline of the project:

Tasks	Timeline
Commence Design	March 2024
Complete Design	September 2024
City Council authorization to Solicit Bids	September 25, 2024
Open Construction Bids	November 6, 2024
City Council award construction contract	November 27, 2024
Commence Construction	April/May 2025*
Complete Construction	August/September 2025

* Fabrication of steel traffic signal poles is approximately 5 months

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will execute the contract agreement with KOA Corporation and coordinate the completion of the Project. In addition, the recommended actions will amend the FY 2023-24 budget by increasing appropriations by \$128,852 in Account No. 210-30-300-6040.96 (Proposition A, Public Works, Administration, Contract Services Engineering Design Services).

ATTACHMENT(S)

1. Attachment A - Letter of Engagement

NEXT STEPS:

N/A

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

PROJECT/SERVICES: Design Of The Traffic Signal At Whittier Boulevard And 6th Street
MASTER RETAINER AGREEMENT NO. 4000
TASK NO. 06

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage KOA Corporation (the “Consultant”) to provide Engineering Services for Whittier Boulevard and 6th Street Traffic Signal (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 4000) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of One Hundred Twenty-Eight Thousand, Eight Hundred and Fifty-Two Dollars (\$128,852), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

KOA
(the “Consultant”)

By: _____
Raul Alvarez, City Manager

By: _____

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule

March 6, 2024

Cesar Roldan
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Subject: Engineering Services Proposal for Whittier Boulevard and 6th Street Traffic Signal

Dear Cesar:

KOA Corporation (KOA) is pleased to submit the enclosed proposal to provide engineering services for the proposed traffic signal at the intersection of Whittier Boulevard and 6th Street in the City of Montebello. The engineering services include preparation of plans, specifications, and cost estimates. The scope of work is provided below for your review, followed by a fee estimate. Let us know if you have any questions or comments regarding this letter proposal.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Our Project Management services will include, but not be limited to:

- Provide and perform all regular and customary project management services needed to facilitate a successful completion of the project.
- Attend a virtual kick-off meeting with the City Project Manager and key staff to review the project deliverables and the City's requirements.
- Attend up to three (3) design submittal meetings at the 60%, 90%, and 100% design stages.
- Maintain communication with the City's Project Manager throughout the duration of the project including design package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the City informed of these changes.
- Coordinate with the City's Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.
- Project design review.
- Management of sub-consultants and project design budget.

Task 1 Deliverables:

- Agenda and minutes for each meeting.
- Updated schedule (upon request).
- Monthly invoices and progress reports.

TASK 2 – PRELIMINARY ENGINEERING

RECORDS RESEARCH

KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, centerline ties, corner records, as-built plans, utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager.

ADA COMPLIANCE ASSESSMENT

KOA will perform an ADA compliance assessment of the four (4) existing curb ramps at the intersection of Whittier Boulevard and 6th Street. Our engineers will verify existing dimensions/grades with a smart level and measuring tape. We will document our findings and inform the City of all deficiencies.

TOPOGRAPHIC SURVEY

KDM Meridian, Inc. (KDM) will provide a design level topographic ground survey (including centerline and right-of-way) at the intersection of Whittier Boulevard and 6th Street.

UTILITY RESEARCH, NOTIFICATIONS, AND MAPPING

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City of Montebello. KOA will send an email with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City's Project Manager with a utility response list and maps/data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced in the project plans.

FIELD REVIEW AND SITE EVALUATION

Upon receipt of the topographic survey and any available as-built records from the City, we will visit the project site to verify and document existing conditions. We will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, traffic signals, power poles, cabinets, fire hydrants, etc. We will document our field review with field notes and photos.

BASE PLAN PREPARATION

Upon completion of our field review we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, right-of-way, curb ramps, driveways, pavement delineations, pavement markings, roadside signs, traffic signal equipment, pull boxes, utility manholes/valves, and all other information that was documented during our field review.

Task 2 Deliverables:

- ADA compliance assessment.
- Topographic survey.
- Utility as-built records and agency response list.
- Field notes and site photos.
- Base plans.

TASK 3 – FINAL DESIGN

After the completion of our field review and base plans, we will move forward in preparing the 60% submittal package. Submittals will be made to the City at the 60%, 90%, and 100% stages. The submittal package will include:

Description	No. of Sheets
Title Sheet	1
General & Construction Notes & Details	1
Street Improvement Plans (20-scale plan w/ 5-scale curb ramp details)	1
Traffic Signal Plan (20-scale)	1
TOTAL	4

STREET IMPROVEMENTS

KOA will prepare a street improvement plan to accommodate the design of four curb ramps at the intersection of Whittier Boulevard and 6th Street. The street improvement plan will be prepared at a scale of 1"=20' and will include pertinent horizontal layout, construction notes, and applicable details, including 1"=5' curb ramp details. The curb ramp details will include a horizontal layout and proposed elevations and slopes. Plans will be prepared in accordance with the latest editions of the Standard Plans for Public Works Construction (SPPWC).

TRAFFIC SIGNAL

KOA will prepare a traffic signal plan for the new traffic signal at the intersection of Whittier Boulevard and 6th Street. The traffic signal plan will be prepared at 1"=20' scale and will show centerlines, right of way lines, relevant existing and proposed street improvements, utilities of record, and existing traffic controls and improvements. The design plans will also include recommended signal phasing, vehicle detection system, proposed installation signal equipment, and all notes, schedules, and other features required to complete the traffic signal plan. All traffic signal poles and foundations will be designed using per the Caltrans Standard Plans. The design of non-standard poles and foundations is not included in the scope of work. Submit plans at the 60%, 90%, and 100% design stages and respond to the City plan check comments.

Note: We are anticipating minor signing and striping improvement at this intersection i.e. removal of stop signs and pavement markings, proposed limit lines, and possible crosswalk re-alignment. We will show these minor improvements on the traffic signal plans.

SPECIFICATIONS

KOA will prepare the technical specifications using the City boilerplate and the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications.

COST ESTIMATES

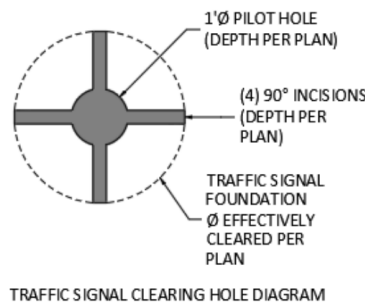
KOA will prepare and submit a cost estimate with each plan submittal to the Client. KOA will apply market construction costs for each bid item to the quantities measured using a combination of available sources including Caltrans published data, recent bid prices from other local projects, and any other data provided for our use. We will update the cost estimates based on the refinement of the quantities throughout the project.

TRAFFIC SIGNAL TIMING

KOA will prepare traffic signal timing sheets in the City-required format to accommodate the new traffic signal at the intersection of Whittier Boulevard and 6th Street. The signal timing will be designed in accordance with the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) standards and City of Montebello requirements. **Note:** Synchronization or coordination with adjacent traffic signals, additional data collection, and Synchro analysis is excluded from the scope of work.

UTILITY POTHOLING

T2ue will provide potholing (x-trench) at up to eight (8) locations for confirmation/identification of subsurface utilities as shown in the diagram below.



SOUTHERN CALIFORNIA EDISON COORDINATION

KOA will coordinate with Southern California Edison (SCE) for the removal of the existing and installation of a new service pedestal. We will prepare and submit the Customer Information Sheet, Design Option Letter, load calculations, and any other required forms to SCE with the traffic signal design.

Task 3 Deliverables:

- 60%, 90%, & 100% plan and cost estimate submittals.
- 90% & 100% specifications submittals.
- Traffic signal timing.
- Utility potholing results.
- Approved SCE design plan.

TASK 4 – CONSTRUCTION SUPPORT

Following the submittal of the final plans, specifications, and estimate, KOA will be available to the Client for:

- Attendance at pre-bid meeting, responding to bidders' questions, and preparing addenda as necessary
- Attendance at pre-construction meeting, job-site meetings, and field visits during construction .
- Review of shop drawings, submittals, and change orders.
- Response to Requests for Information (RFI).
- Minor design changes during construction.

Note: Hours will be limited to what is shown in the fee schedule.

RECORD DRAWINGS

After construction has been completed, KOA will prepare record drawings based on redlines provided by the Contractor and/or the Client's Construction Manager. As-builts will be submitted on mylars as requested by the Client. Field verification of proposed improvements is excluded from our scope of work.

Task 4 Deliverables:

- RFI & submittal log matrix and responses.
- Applicable design revisions.
- Record drawings.

ITEMS TO BE PROVIDED BY CITY

We have assumed the City will be providing the following to KOA:

- All applicable as-builts including, but not limited to street improvements, signing & striping, adjacent traffic signal plans and timing sheets (Whittier Blvd./5th St. and Whittier Blvd./Montebello Blvd., street/pedestrian lighting, utilities (storm drain, sewer, water, gas, etc.), etc.
- Plans and relevant information for any planned projects at the project intersection or Whittier Boulevard corridor.
- Conditions of approval, traffic study, and traffic signal warrant analysis for the 6th Street Family Apartments Project (Cesar Chavez Foundation).
- Sample traffic signal plans with title block, general notes, etc. (preferably in CAD format).
- Boilerplate specifications.
- Preference on equipment i.e. controller cabinet, controller, video detection system, etc.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on the time and materials fee not to exceed **\$128,852.00** as shown below:

 A LOCHNER COMPANY DELIVERABLES	KOA							SUB-CONSULTANTS		TEAM TOTAL
	Principal II	PM / Senior Associate Engineer I	Associate Engineer II	Admin Assistant II	Total Hours	Other Direct Costs	KOA TOTAL	KDM	T2	
								Survey	Potholing	
Hourly Rates (Fully Burdened)	\$336.00	\$160.00	\$147.00	\$108.00						
BASE SERVICES										
TASK 1: PROJECT MANAGEMENT										
Kick-off Meeting	2	2			4		\$992.00			\$992.00
Design Submittal Meetings (3)	3	6			9		\$1,968.00			\$1,968.00
General Project Management	4	20		12	36		\$5,840.00			\$5,840.00
SUBTOTAL	9	28		12	49		\$8,800.00			\$8,800.00
TASK 2: PRELIMINARY ENGINEERING										
Records Research			4		4		\$588.00			\$588.00
ADA Compliance Assessment	1	4	4		9	\$25.00	\$1,589.00			\$1,589.00
Topographic Survey	1	4			5		\$976.00	\$8,000.00		\$8,976.00
Utility Research, Notifications, and Mapping		4	24		28	\$500.00	\$4,668.00			\$4,668.00
Field Review & Site Evaluation	2	4	4		10	\$25.00	\$1,925.00			\$1,925.00
Base Preparation		8	16		24		\$3,632.00			\$3,632.00
SUBTOTAL	4	24	52		80	\$550.00	\$13,378.00	\$8,000.00		\$21,378.00
TASK 3: FINAL DESIGN										
60% Submittal										
Design Plans	10	58	40		108		\$18,520.00			\$18,520.00
Cost Estimates	1	4	4		9		\$1,564.00			\$1,564.00
SCE Coordination	2	12			14		\$2,592.00			\$2,592.00
90% Submittal										
Design Plans	4	24	24		52		\$8,712.00			\$8,712.00
Specifications	6	20			26		\$5,216.00			\$5,216.00
Cost Estimates	1	2	4		7		\$1,244.00			\$1,244.00
Utility Potholing	4	12			16	\$25.00	\$3,289.00		\$24,125.00	\$27,414.00
SCE Coordination	1	6			7		\$1,296.00			\$1,296.00
100% Submittal										
Design Plans	2	12	12		26		\$4,356.00			\$4,356.00
Specifications	4	12			16		\$3,264.00			\$3,264.00
Cost Estimates	1	1			2		\$496.00			\$496.00
Traffic Signal Timing	4	20			24		\$4,544.00			\$4,544.00
SCE Coordination	1	4			5		\$976.00			\$976.00
SUBTOTAL	41	187	84		312	\$25.00	\$56,069.00		\$24,125.00	\$80,194.00
TASK 4: CONSTRUCTION SUPPORT										
Construction Support	16	40	24		80	\$100.00	\$15,404.00			\$15,404.00
Record Drawing Preparation	2	4	12		18		\$3,076.00			\$3,076.00
SUBTOTAL	18	44	36		98	\$100.00	\$18,480.00			\$18,480.00
TOTAL BASE SERVICES	72	283	172	12	539	\$675.00	\$96,727.00	\$8,000.00	\$24,125.00	\$128,852.00

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of a final document by KOA. Any additional services requested after study submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment. Also, any individual tasks that are not authorized within 30 days of the date of this proposal are also subject to fee adjustments.

TERMS AND CONDITIONS

If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, KOA shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and KOA as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

STAFFING

Mr. Giuseppe Canzonieri will be the Project Manager and the person to contact regarding the status of this project. He can be reached at (323) 859-3155 or via email at gcanzonieri@hwlochner.com. KOA reserves the right to change the assigned staffing on this project if necessary.

INVOICING

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion.

ATTORNEY'S FEES

In the event that legal action is necessary to enforce the payment terms of this agreement, KOA shall be entitled to collect from the client any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by KOA for such collection action and, in addition, the reasonable value of the KOA's time and expenses spent for such collection action, computed according to the KOA's prevailing fee schedule and expense policies.

STANDARD OF CARE

The standard of care applicable to KOA's scope of services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the services required herein at the same time and in the same geographic area as the performance of services hereunder and on projects similar in size and scope.

SAFETY

KOA is only responsible for the health and safety and the training of its employees and those individuals it is legally responsible for.

OPINION OF PROBABLE PROJECT COST AND CONSTRUCTION COST

Since KOA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, KOA's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of KOA's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but KOA cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by KOA. However, KOA represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

TERMINATION

The Client or KOA may terminate this agreement by giving the other party seven days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA. The client shall within thirty (30) calendar days of termination pay KOA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or KOA, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and KOA shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KOA to the Client and to all of Client's other consultants, construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of KOA to all those named shall not exceed \$50,000, KOA's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty.

INSURANCE

KOA is fully able to meet the insurance requirements of projects of this type. The firm has coverage in the following areas: Professional Liability, Automobile Liability, General Liability, and cybersecurity. Our Worker's Compensation coverage meets the insurance requirements of California State law.

WORK SCHEDULE

KOA will work with the City on a schedule that is mutually agreeable. KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by other consultants or contractors of any level. When

such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA | A Lochner Company



Giuseppe Canzonieri, PE
Principal | Director of Engineering

ATTACHMENT A
SUB-CONSULTANT PROPOSALS

March 1, 2024

Giuseppe Canzonieri, PE
KOA | A Lochner Company
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754



Subject: Topographic Survey
Whittier & 6th - Montebello

Dear Giuseppe,

KDM Meridian appreciates this opportunity to provide KOA | A Lochner Company with this proposal for survey work. The following is our project understanding & approach, scope of work, notes-assumptions-exclusions, estimated schedule, and fees.

Scope of Work

1. Research to compile record centerline and ROW.
2. Field survey intersection + 50' (Optional survey along Whittier for planimetric information (curb-in) to next crosswalk.
3. AutoCAD drawing file and surface of intersection + 50' (Optional planimetric linework)

Estimated Schedule

Field work can typically be scheduled within seven business days of notice-to-proceed depending on current workload. Survey report and associated files will be delivered within five-ten business days after field work has been completed.

Fixed Fees

Intersection + 50':	\$ 6,000
Intersection + 50' and Planimetric on Whittier:	\$ 8,000

Thank you for this opportunity to provide surveying services to KOA | A Lochner Company. Please contact our office if you have any questions.

Sincerely,

Richard Maher, PLS
President

March 5, 2024

Giuseppe Canzonieri, PE
Principal | Director of Engineering
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
D (323) 859-3155 | C (323) 365-2354
gcanzonieri@hwlochner.com

T2 Utility Engineers
5622 Research Dr.
Suite A
Huntington Beach, CA 92649
USA
Phone 714.487.5780
Fax 714.893.1369
Email arthur.robison@t2ue.com
www.T2ue.com

RE: City of Montebello
West Whittier Boulevard and North 6th Street
Traffic Signal Clearing Hole
T2ue Proposal No.: 24CA060

Mr. Canzonieri,

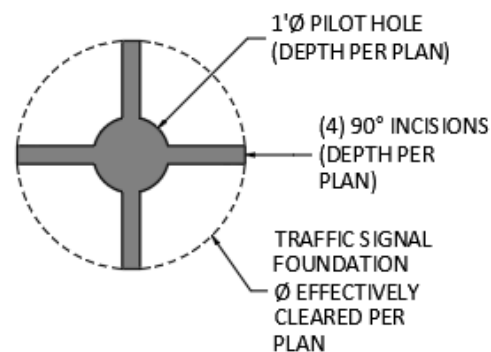
Thank you for requesting that T2 UES, Inc., dba T2 Utility Engineers (T2ue) prepare a cost proposal for subsurface utility investigation services, including testholes and clearing holes for KOA Corporation (Client).

Project Scope

The project scope consists of one (1) task; eight (8) clearing holes for proposed traffic signals.

Task: Clearing Holes: Scope will include providing clearing hole services at eight (8) locations to determine if there are any substructure conflicts for a proposed traffic signal pole installation. In order to save time, minimize disruption, and keep the soil volumes low, T2ue will excavate a “pilot” hole of approximately 12-inches in diameter and extend four (4) “incisions” 90 degrees apart to cover the desired total clearing hole diameter (per plan). See below for a diagram.

NOTE: All clearing hole work will be performed on an hourly “Best Effort Basis”. If adverse soil conditions are encountered, Hydro-Vac methodology maybe required (additional service).



TRAFFIC SIGNAL CLEARING HOLE DIAGRAM

As an alternate to the Clearing Holes, T2ue can perform eight (8) Potholes and electronic clearing (designating) at each traffic signal location.

Assumptions

- Project is subject to Prevailing Wage requirements.
- Project is **NOT** subject to a Project Labor Agreement.
- T2ue shall apply for a **NO FEE** encroachment permit with the City of Montebello.
- All work shall be completed during regular weekday business hours, Monday thru Friday.
- T2ue will notify USA a minimum 72 hours prior to work.
- Traffic Control Plans are **NOT** required.
- Traffic Control shall be done per the WATCH Manual, T2ue to provide.
- Estimate assumes two (2) clearing holes (13-ft and 6-ft deep) completed per day.
- Clearing holes are less than 13-ft in depth and will be backfilled with native material, if possible.
- Native materials are free from contamination.
- Surface restoration will be cold patch asphalt or native materials, based on clearing hole location.
- USA removals are **NOT** required.
- T2ue will be responsible for designating and pre-marking clearing hole locations.
- Client will be responsible for surveying completed testhole locations.
- Testholes will be marked with a nail/disk by T2ue for surveying by the Client.

Client to Provide:

It is assumed that T2ue will be provided with the following:

- All available record drawings showing underground utilities within project area.
- All available ACAD files for the project.

Deliverables

T2ue will provide a "Testhole Data Sheet" or "Dip Sheet" for each testhole or clearing hole completed. The testhole form will include swing ties from existing visible features to the testhole location, depth to top of utility from existing grade, material of and size of utility, if found. The horizontal position of the utility will be marked with a nail/disk or stake for accurate identification during field survey.

Schedule

T2ue will coordinate schedules with Client following Notice to Proceed.

Fee

The unit rates and effort are described in the attached project estimate. The total project price may vary due to unknown field conditions; however only the actual units and hours worked will be invoiced. T2ue proposes to provide these services for the following estimated fee:

Task	Fee	Alternate Task	Fee
Clearing Holes (Qty 8)	\$ 17,720	Potholes (Qty 8)	\$ 9,360
Professional Services	\$ 1,405	Professional Services	\$ 1,405
Permits and Traffic Control	\$ 5,000	Permits and Traffic Control	\$ 5,000
Total	\$ 24,125	Total	\$ 15,765

If Certified Payroll Reports are required after project completion, a flat fee of \$1,200 will be invoiced.

Terms & Conditions

Terms and Conditions will be reviewed and agreed upon following project award.

Limitations

T2ue does not guarantee that all documented or undocumented existing utilities will be designated by geophysical prospecting or located by test holes. Services provided by T2ue does not relieve the construction excavator from notifying the appropriate entities including but not limited to Dig Alert.

Guarantee

T2ue guarantees the workmanship restoration of a test hole for a period of up to two (2) years after the date of completion of each test hole. If the test hole fails during that period due to workmanship, T2ue will repair the damage at no cost to the Client.

Acceptance

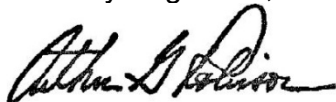
We will honor this proposal for 90 days. If accepted, please sign below and return this letter to my attention.

T2ue looks forward to the opportunity to work with KOA Corporation on this project. We are confident these services will benefit the continued design and construction efforts on the proposed project.

Please contact me with any questions.

Sincerely,

T2 Utility Engineers, Inc.



Arthur Glen Robison, PE
Senior Project Manager

Date Accepted: March 7, 2024

Company: City of Montebello

Signature: 

Print Name: Cesar Roldan

Title: Director of Public Works

KOA Corporation
City of Montebello
Utility Investigation
Traffic Signal Clearing Holes
T2 Proposal No.: 24CA060



March 5, 2024

PROJECT ESTIMATE - PREVAILING WAGE			
Clearing Holes			
Vacuum Excavation Truck, Crew and Equipment	36 hours @	\$465.00 per each	\$16,740.00
Utility Designating & USA Delineation	4 hours @	\$245.00 per hour	\$980.00
Subtotal			\$17,720.00
Professional Services / Deliverable Production			
Senior Project Manager	1 hours @	\$215.00 per hour	\$215.00
SUE Manager	4 hours @	\$145.00 per hour	\$580.00
Assistant Project Manager	2 hours @	\$125.00 per hour	\$250.00
CAD Technician	3 hours @	\$90.00 per hour	\$270.00
Administrative Support	1 hours @	\$90.00 per hour	\$90.00
Subtotal			\$1,405.00
Permit Compliance / Traffic Control Costs			
Permits*	1 each @	\$0.00 per each	\$0.00
Traffic Control Plan Preparation	2 sheets @	\$700.00 per sheet	\$1,400.00
Maintenance of Traffic Set-ups	4 days @	\$900.00 per day	\$3,600.00
Hotpatch Asphalt or Sidewalk Panel Restoration*	0 days @	\$6,000.00 plus 10%	\$0.00
Slurry Backfill, includes soil disposal	0 each @	\$150.00 each	\$0.00
USA Removals	0 days @	\$0.00 per day	\$0.00
Subtotal			\$5,000.00
TOTAL			\$24,125.00

*Estimated Cost, invoiced at actual cost plus 10%

KOA Corporation
City of Montebello
Utility Investigation
Traffic Signal Potholes & Designating
T2 Proposal No.: 24CA060



March 5, 2024

PROJECT ESTIMATE - PREVAILING WAGE			
Potholes			
Vacuum Excavation Truck, Crew and Equipment	8 each @	\$925.00 per each	\$7,400.00
Utility Designating & USA Delineation	8 hours @	\$245.00 per hour	\$1,960.00
Subtotal			\$9,360.00
Professional Services / Deliverable Production			
Senior Project Manager	1 hours @	\$215.00 per hour	\$215.00
SUE Manager	4 hours @	\$145.00 per hour	\$580.00
Assistant Project Manager	2 hours @	\$125.00 per hour	\$250.00
CAD Technician	3 hours @	\$90.00 per hour	\$270.00
Administrative Support	1 hours @	\$90.00 per hour	\$90.00
Subtotal			\$1,405.00
Permit Compliance / Traffic Control Costs			
Permits*	1 each @	\$0.00 per each	\$0.00
Traffic Control Plan Preparation	2 sheets @	\$700.00 per sheet	\$1,400.00
Maintenance of Traffic Set-ups	4 days @	\$900.00 per day	\$3,600.00
Hotpatch Asphalt or Sidewalk Panel Restoration*	0 days @	\$6,000.00 plus 10%	\$0.00
Slurry Backfill, includes soil disposal	0 each @	\$150.00 each	\$0.00
USA Removals	0 days @	\$0.00 per day	\$0.00
Subtotal			\$5,000.00
TOTAL			\$15,765.00

*Estimated Cost, invoiced at actual cost plus 10%



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVAL TO SUBMIT FUNDING APPLICATION TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 7

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit the State Active Transportation Program (ATP) Cycle 7 application; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the grant submittal process; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Contract Services Engineering Design Services); and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The engineer's estimate for the project is \$3,750,000. The State does not require a funding match for Active Transportation Program (ATP); however, the State does encourage leveraging additional funds for a project. Leveraged funds are a financial commitment toward the cost of a project from a different funding source. Staff recommends leveraging \$500,000 from the Gas Tax Fund as a commitment to the project. Funds committed to the project include design and construction management and inspection oversight services. Therefore, a budget amendment to increase appropriations by \$500,000 is required in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Contract Services Engineering Design Services).

BACKGROUND/DISCUSSION:

The Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. Senate Bill 1 directs additional funding from the Road Maintenance and Rehabilitation Account (RMRA) to the Active Transportation Program. Along with the program's overall purpose of encouraging walking and biking, the program aims to increase the share of walking and biking trips, increase safety and mobility for non-motorized users, help regional agencies achieve greenhouse gas reduction goals, enhance public health, ensure that disadvantaged communities fully share in program benefits, and provide a broad spectrum of projects to benefit many types of active transportation users.

The purpose of the ATP is to encourage increased use of active modes of transportation, such as biking and walking. Goals include the following:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Staff proposes to submit an application that focuses on the following:

- **Construction of traffic signal improvements at Via Campo and Findlay Avenue**
 - Findlay Avenue provides north-south connectivity and can serve as an alternative to bicycling along Garfield Avenue. The recommended facility for Findlay Avenue is to install a bike boulevard.
 - Bicycle boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. Bicycle boulevard connects with Metro's Bicycle Master Plan and the City's draft Bicycle Master Plan.
- **Complete Street corridors along Via Campo from Gerhart Avenue to Garfield Avenue**
 - Pedestrian Enhancements
 - Sidewalk improvements along bicycle boulevards
 - Bulbouts (safety for pedestrians and ADA)
 - Zebra/Continental Crosswalks
 - Pedestrian Scale Lighting

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

Page 3 of 3

- Wayfinding signs along bicycle and pedestrian networks to designated destinations
- Plant Street Trees
- Benches
- Trash Receptacles
- **Intersection improvements at Arroyo Drive and Neil Armstrong Street**
 - Improvements include solar-powered flashing beacons at the intersection.

The proposed infrastructure enhancements improve the coordination of safe travel needs of older adults, persons with disabilities, school children, cyclists and low-income individuals. The proposed plan establishes priorities that focus on safe pedestrian and bicycle travel which interfaces with Metro's and the City's active transportation network. The project will create a connected active transportation system throughout the City and zero-in on a complete streets program.

The project focuses the City's requirement to enhance ADA accessibility and improve pedestrian safety that complies with Complete Streets requirements. The integration of designated bicycle lanes will conform to the proposed Bicycle Master Plan. The City's proposed project has the necessary beneficial impacts that support active transportation within the community. The due date to submit the completed application is June 17, 2024.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve submission of the funding application to the Los Angeles Metropolitan Transportation Authority and the State of California Department of Transportation State Active Transportation Program (ATP), authorize the City Manager and Staff to execute the necessary documentation, and approve amending the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 200-30-310-6040.96 (Gas Tax, Public Works, Streets, Contract Services Engineering Design Services).

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE SUBMISSION OF AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDING APPLICATION VOUCHER TO THE DEPARTMENT OF ENERGY TO OBTAIN TECHNICAL SUPPORT TO PERFORM AN ENERGY EFFICIENCY AUDIT

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the City Manager or his designee to submit an Energy Efficiency and Conservation Block Grant funding application to the Department of Energy; and
2. Authorize the City Manager to sign all applicable documents; and
3. Take such additional, related action that may be desirable

FISCAL IMPACT:

The City is slated to receive \$121,520 for technical assistance services based on population from the Department of Energy (DOE). Staff requests authorization from the City Council to submit the completed application before the April 30, 2024 due date for local governments. Once a notice of award from the DOE is provided, Staff will return to the City Council to appropriate the grant funding.

BACKGROUND/DISCUSSION:

The Federal Government has goals for state and local governments to implement high-impact, self-sustaining clean energy projects that center the needs of low-income and Disadvantaged Communities. The Department of Energy (DOE) introduced the Energy Efficiency and Conservation Block Grant (EECBG) in an effort to entice public, non-profits, and other governmental entities to advance these goals and build clean energy economies that focus on achieving net-zero emissions by 2050.

The City has two options with respect to this process: one being a grant application and the other a voucher. The first option is to submit an Energy Efficiency and Conservation Block Grant (EECBG) Program Formula Application and receive funds as a grant to utilize on the energy efficiency audit. The second option is that, in lieu of a grant, the City can opt-in and apply for a voucher, which covers a suite of technical assistance services.

Staff recommends the second option because it is particularly beneficial due to limited staff resources and small award amount (\$121,520). This option becomes more manageable with respect to administrative reporting requirements.

The voucher provides the City with technical assistance for the following:

- Policy, Planning and Program Design
- Building Retrofits Planning and Design
- Engineering and Modeling
- Community and Stakeholder Engagement
- Program Administration and Implementation Support

There is only one application period. All applicants must submit a Pre-Award Information Sheet and application by April 30, 2024 to be considered for funding. Staff recommends submission of the voucher application by the deadline in order to obtain funds.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve submission of the funding application to the Department of Energy (DOE) for energy efficiency and authorize the City Manager to sign all applicable documents for the execution of the application.

ATTACHMENT(S)

1. Attachment - A EECBG Program Local Govt. Allocations

NEXT STEPS:

N/A

ATTACHMENT - A



FINAL ALLOCATION OF FUNDS

Office of State and Community Energy Programs (SCEP)
U.S. Department of Energy (DOE)

ATTACHMENT 1A: DOE FORMULA GRANT FUNDING ALLOCATIONS TO LOCAL GOVERNMENTS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM

This document presents the final formula grant funding allocations by Local Government (Table 1a) for the EECBG Program - Sec. 40552(b) of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) of 2021.

**Table 1a. FINAL EECBG Program Formula Grant Funding Allocations to Local Governments
Listed Alphabetically by State and Local Government**

#	State/Territory	Entity Name	Level of Government	Allocation
Total (Local Governments)				\$299,200,000
1	AK	Aleutians East	County	\$75,120
2	AK	Fairbanks North Star	County	\$77,080
3	AK	Haines	County	\$75,080
4	AK	Kenai Peninsula	County	\$76,770
5	AK	Ketchikan Gateway	County	\$75,180
6	AK	Kodiak Island	County	\$75,250
7	AK	Matanuska-Susitna	County	\$77,960
8	AK	North Slope	County	\$75,430
9	AK	Northwest Arctic	County	\$75,270
10	AK	Petersburg	County	\$75,120
11	AK	Anchorage	City	\$300,250
12	AK	Bethel	City	\$75,220
13	AK	Fairbanks	City	\$76,260
14	AK	Juneau, City and Borough of	City	\$76,130
15	AK	Kenai	City	\$75,270
16	AK	Ketchikan	City	\$75,300
17	AK	Kodiak	City	\$75,210
18	AK	Palmer	City	\$75,250
19	AK	Sitka	City	\$75,300
20	AK	Wasilla	City	\$75,390
21	AL	Baldwin	County	\$246,150
22	AL	Calhoun	County	\$79,030
23	AL	Etowah	County	\$78,540
24	AL	Jefferson	County	\$348,100
25	AL	Lee	County	\$78,040



#	State/Territory	Entity Name	Level of Government	Allocation
216	CA	Livermore	City	\$144,230
217	CA	Lodi	City	\$125,810
218	CA	Lompoc	City	\$76,480
219	CA	Long Beach	City	\$423,290
220	CA	Los Angeles	City	\$3,114,200
221	CA	Los Banos	City	\$76,450
222	CA	Lynwood	City	\$123,660
223	CA	Madera	City	\$124,630
224	CA	Manhattan Beach	City	\$76,300
225	CA	Manteca	City	\$135,340
226	CA	Martinez	City	\$76,300
227	CA	Meniffee	City	\$146,570
228	CA	Merced	City	\$140,760
229	CA	Milpitas	City	\$137,730
230	CA	Mission Viejo	City	\$144,870
231	CA	Modesto	City	\$241,720
232	CA	Monrovia	City	\$76,310
233	CA	Montclair	City	\$76,320
234	CA	Montebello	City	\$121,520
235	CA	Monterey Park	City	\$121,150
236	CA	Moorpark	City	\$76,200
237	CA	Moreno Valley	City	\$226,600
238	CA	Morgan Hill	City	\$76,540
239	CA	Mountain View	City	\$148,010
240	CA	Murrieta	City	\$157,040
241	CA	Napa	City	\$134,780
242	CA	National City	City	\$117,750
243	CA	Newark	City	\$76,660
244	CA	Newport Beach	City	\$149,950
245	CA	Norwalk	City	\$149,530
246	CA	Novato	City	\$114,990
247	CA	Oakland	City	\$405,710
248	CA	Oakley	City	\$76,340
249	CA	Oceanside	City	\$201,650
250	CA	Ontario	City	\$218,330
251	CA	Orange	City	\$189,950
252	CA	Oxnard	City	\$224,240
253	CA	Pacifica	City	\$76,200



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 24-16 TO OBTAIN CONSULTANT SERVICES FOR ADMINISTRATION OF THE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

DATE: March 27, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing Request for Proposal (RFP) No. 24-16 to obtain services to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the SB 1383 Local Assistance Grant Program, FY 2022-23. The City is the recipient of Grant Number OWR4, Grant ID 28007, which is meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. The Grant Award package is for the amount of \$167,713.

Staff requests authorization from the City Council to solicit proposals from qualified firms to assist with implementation of the various regulations adopted by SB 1383. Once proposals are submitted and evaluated, Staff will return with a request to approve an agreement with the consultant selected, as well as amend the budget if necessary.

BACKGROUND/DISCUSSION:

The City adopted Resolution No. 16-17 allowing staff to apply and participate in one-time grant opportunities through the State Department of Resources Recycling and Recovery

(CalRecycle). The City is the recipient of a one-time SB 1383 grant that provides funding to assist with the implementation of regulation requirements associated with SB 1383 (organic waste recycling).

SB 1383 establishes statewide targets to reduce the amount of organic waste disposal in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to recover at least 20% of edible food that is thrown away by 2025 by donating it to people in need. There are six main elements of SB 1383 regulations for the City to implement. The major components of SB 1383 are summarized below.

- **Organics and Recycling Collection**: One of the main requirements of SB 1383 is to ensure that all residents and businesses have access to recycling and organics collection services. Implementation of these services for residents has begun through collaboration with the waste haulers. SB 1383 requires specific colors for waste collection containers: trash containers must be grey or black, organics containers must be green, and recycling containers must be blue. All new containers must be clearly labeled with what does and does not go into them.
- **Contamination Monitoring**: The regulations require waste audits to be conducted on collection routes regularly to determine evidence of contamination (recycling and organic waste not being sorted correctly). Contamination found in any of the carts requires recording, reporting and follow-up to educate customers and ensure proper sorting practices are in place.
 - **Additional Steps needed to Comply with SB 1383**: The City will be working with the waste haulers to design a full contamination monitoring program to fulfill SB 1383 requirements.
- **Education and Outreach**. SB 1383 regulations requires outreach to educate residents, schools, businesses, and edible food generators on an annual basis. The outreach must be translated into Spanish and English.
 - **Additional Steps Needed to Comply with SB 1383**: The City will need to review its outreach program to ensure education is targeted and assists in meeting the goals and objectives of the program.
- **Capacity Planning**. The City is required to collaborate with the County of Los Angeles and surrounding jurisdictions to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from the landfill.
 - **Current status**: The City and a third party consultant are working together on creating a food recovery network to assist with meeting the edible food diversion requirements.
 - **Additional Steps Needed to Comply with SB 1383**: The City will work to ensure that all the organic waste that is collected is diverted away from landfills and composted.
- **Procurement Requirements**. Beginning January 1, 2022, the City must procure a certain quantity of recovered organic waste products annually. Jurisdictions can meet their target by procuring any combination of eligible recyclable content products such as compost, mulch, and renewable energy. The City is also required to purchase recycled-content paper.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 27, 2024

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- **Current status:** Amending applicable purchasing policies requires the purchase of recycled-content paper for City use. The City uses compost in parks and greenbelts each year, though it needs to monitor quantities per SB 1383 purchasing compliance targets.
- **Additional Steps Needed to Comply with SB 1383:** The City's Implementation Plan will provide strategies for the City to meet its procurement quantities requirement.
- **Edible Food Recovery.** The City must identify edible food generators that are required to implement an edible food recovery program and connect them with a local food recovery organization. The City must also conduct annual outreach to edible food generators about their requirements under SB 1383 and perform annual inspections to ensure they have contracts in place with edible food recovery organizations and are keeping records of all recovered edible food.
 - **Current status:** The City has been working in partnership with several third-party entities to identify all the edible food generators that will be affected by SB 1383.
 - **Additional Steps Needed to Comply with SB 1383:** Ongoing edible food recovery outreach and inspection programs will need to continue.

RFP No. 24-16 will be published (Attachment A) to solicit proposals from qualified consultants to provide appropriate services related to this program. The following is a tentative schedule:

RFP ISSUED	March 28, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	April 18, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 25, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	May 2, 2024
TENTATIVE CITY COUNCIL AWARD DATE	May 22, 2024
TENTATIVE NOTICE TO PROCEED START DATE	May 27, 2024

City staff shall publish the RFP in the local newspaper of general circulation as well as PlanetBids. The RFP shall describe the service requested and provide the tasks required from the qualified vendor to submit a proposal. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days.

Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award an agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend approve issuing Request for Proposal (RFP) No. 24-16 (Attachment A) to obtain services to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program.

ATTACHMENT(S)

1. Attachment A - Request for Proposals No. 24-16

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-16

**Request for Proposal to Oversee and Implement
State Department of Resources Recycling and
Recovery SB 1383 Local Assistance Grant Program**

Release Date: Thursday, March 28, 2024

Online Q&A Deadline: Thursday, April 18, 2024, at 11 a.m. PDT

Due Date: Thursday, May 2, 2024, at 11 a.m.

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites Bid 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

March 28, 2024

PROJECT

Request for Proposal to Oversee and Implement State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program

PROPOSAL OWNER/CONTACT

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: croldan@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Thursday, April 18, 2024, at 11 a.m. PDT**. Prospective contractors 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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1.0 Notice Inviting Proposals

Under invitation for Proposals (“RFP”), the City of Montebello on behalf of its Public Works Department is soliciting Proposals from qualified consulting professionals experienced in managing and overseeing the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program. The City requires a well-managed and financially sound firm with demonstrated skills and technical ability- and a high level of customer service and satisfaction to perform the Services to fulfill the requirements outlined in RFP 24-16. Services performed in relation to this request must follow the specifications, terms, and conditions identified in RFP No. 24-16. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Thursday, April 18, 2024, at 11 a.m. PDT.**

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

Proposals must be submitted via PlanetBids by **Thursday, May 2, 2024, at 11 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.

Any agreement entered pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

The successful Consultant and their subconsultants will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal and to make an award as may serve the interests of the City.

2.0 Introduction

The City of Montebello (City) is seeking proposals from highly qualified consulting professionals experienced in managing and overseeing the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program.

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 March 28, 2024
- Online Q&A Deadline April 18, 2024, at 11 a.m.
- Deadline to Submit Responses May 2, 2024, at 11 a.m.
- City Review of Submissions May 2, 2024 to May 9, 2024
- Notifications Sent to Consultants May 13, 2024
- Award May 22, 2024

4.0 Purpose

The City is seeking a qualified consultant to oversee and manage this program. The consultant applying should have significant experience in providing this type of service.

- The City reserves the right to delete specific task(s).

Task 1 – Program Management and Reporting

- Consultant will furnish all materials, equipment, labor, and services to oversee, manage and report to the City and CalRecycle all aspects associated with the implementation of SB 1383. Consultant must ensure that the work is performed in accordance with CalRecycle's specifications. Additional information may be obtained from CalRecycle's website:
<https://calrecycle.ca.gov/organics/slcp/owrlocalassistancegrant/>

- Activities include though are not limited to preparation of CalRecycle related documents, reports, surveys, investigations, computation of quantities and other related activities necessary to ensure that the program meets CalRecycle's standard requirements.

5.0 Term of Service and Contract

The service described in this RFP is for a period of approximately two (2) years or until the funds are exhausted and tasks completed in compliance with CalRecycle's rules and regulations from the effective date, unless terminated earlier.

6.0 Scope of Work/Services

The City of Montebello, herein after referred to as "City" desires a contractor to provide the following services:

SB 1383 establishes statewide targets to reduce the amount of organic waste disposal in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to recover at least 20% of edible food that is thrown away by 2025 by donating it to people in need. There are six main elements of SB 1383 regulations for the City to implement. The major components or elements of SB 1383 are summarized below.

- **Organics and Recycling Collection.** One of the main requirements of SB 1383 is to ensure that all residents and businesses have access to recycling and organics collection services. Implementation of these services for residents has begun through collaboration with the waste haulers. SB 1383 requires specific colors for waste collection containers: trash containers must be grey or black, organics containers must be green, and recycling containers must be blue. All new containers must be clearly labeled with what does and does not go into them.
- **Contamination Monitoring:** The regulations require waste audits to be conducted on collection routes regularly to determine evidence of contamination (recycling and organic waste not being sorted correctly). Contamination found in any of the carts requires recording, reporting and follow-up to educate customers and ensure proper sorting practices are in place.
 - **Additional Steps needed to Comply with SB 1383:** The City will be working with the waste haulers to design a full contamination monitoring program to fulfil SB 1383 requirements.
- **Education and Outreach.** SB 1383 regulations requires outreach to educate residents, schools, businesses, and edible food generators on an annual basis. The outreach must be translated into Spanish and English.

- **Additional Steps Needed to Comply with SB 1383:** The City will need to review its outreach program to ensure the education is targeted and assists in meeting the goals and objectives of the program.
- **Capacity Planning.** The City is required to collaborate with the County of Los Angeles and surrounding jurisdictions to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from the landfill.
 - **Current status:** The City and a third party consultant are working together on creating a food recovery network to assist with meeting the edible food diversion requirements.
 - **Additional Steps Needed to Comply with SB 1383:** The City will work to ensure that all the organic waste that is collected is diverted away from landfills and composted.
- **Procurement Requirements.** Beginning January 1, 2022, the City must procure a certain quantity of recovered organic waste products annually. Jurisdictions can meet their target by procuring any combination of eligible recyclable content products such as compost, mulch, and renewable energy. The City is also required to purchase recycled-content paper.
 - **Current status:** Amending applicable purchasing policies require the purchase of recycled-content paper for City use. The City uses compost in parks and greenbelts each year, though need to monitor quantities per SB 1383 purchasing compliance targets.
 - **Additional Steps Needed to Comply with SB 1383:** The City's Implementation Plan will provide strategies for the City to meet its procurement quantities requirement.
- **Edible Food Recovery.** The City must identify edible food generators that are required to implement an edible food recovery program and connect them with a local food recovery organization. The City must also conduct annual outreach to edible food generators about their requirements under SB 1383 and perform annual inspections to ensure they have contracts in place with edible food recovery organizations and are keeping records of all recovered edible food.
 - **Current status:** The City has been working in partnership with several third-party entities to identify all the edible food generators that will be affected by SB 1383.

- **Additional Steps Needed to Comply with SB 1383:** Ongoing edible food recovery outreach and inspection programs will need to continue.

7.0 Proposal submittal

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualifications and experience with program s of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of this program.

Proposed Personnel: Maximum 2-page resume for the program manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this program /contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Program manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past programs in which the personnel to be used by consultant for this program were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the program. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above-described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **"CalRecycle SB 1383 Local Assistance Grant Program"** and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

8.0 Evaluation of Proposal

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. Background and Personnel (15%)
 - ii. Qualifications as they relate to this Project (20%)
 - 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

iii. Reputation for integrity and competence (15%)

- a. Positive Reference Checks
- b. Work Samples

iv. Proposed fees for services (50%)

The City of Montebello reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The Public Works Department will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- Staff will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the vendor, the contract will be scheduled for City Council review and approval.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP. The City reserves the right to award the contract to the proposal that represents the best overall value or the lowest bid, as determined by the City in its sole discretion.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

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

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

- A. The protest must be submitted in writing within the specified time frame (no later

than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

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

or

E-mail:
msolorza@montebellocity.gov

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

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

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

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

10.0 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. Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected firm to enter into a Maintenance Services Agreement with the City. The firm will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the firm's proposal.

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.

11.0 Insurance

The Contractors 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 involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Contractors 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.

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

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Contractors 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 Contractors shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractors allow the use of or presence of alcohol or drugs on the premises or in the building.

- C. **Non-Discrimination:** The Contractors 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 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 Subconsultants

The Contractor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used 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 Contractors 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:

- 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 Contractors, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Contractors 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 - Sample Professional Services Agreement

DRAFT

CITY OF MONTEBELLO

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

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

RECITALS

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including 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 [REDACTED] 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").

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

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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: CSkibar@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

expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

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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: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. _____

Page 12 of **12**

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

("CITY")

("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

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement



ITEM # 14

**APPROVAL OF MINUTES: MARCH 7, 2024, SPECIAL CITY COUNCIL MEETING;
MARCH 13, 2024, CITY COUNCIL MEETING**



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

THURSDAY, MARCH 7, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Torres, and Councilmember Tamayo. City Treasurer Matanga was also present.

Councilmember Jimenez arrived at 6:11 p.m.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Finance Director Michael Solorza, Acting Director of Transportation John Soria, Risk Manager Gina Skibar, and Police Assistant Chief Kenneth Cabrera were present.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Police Assistant Chief Cabrera.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the following Closed Session Item:

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.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: Raul Alvarez

Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA, MMPA, MEMA, SMART-TD, and unrepresented employees.

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:15 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to the City Council, no action was taken, and nothing to further to report.

REGULAR BUSINESS - NONE

CONSENT CALENDAR - NONE

ADJOURNMENT

The City of Montebello will adjourn to the next Regular Meeting on March 13, 2024, at 6:00 p.m., which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: March 4, 2024, 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 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

Councilmember Torres motioned, seconded by Councilmember Tamayo to adjourn the meeting at 7:16 p.m.

THE MINUTES OF MARCH 7, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 27TH DAY OF MARCH 2024.



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MARCH 13, 2024 AT 6:00 PM

TELECONFERENCE LOCATION FOR
MAYOR PRO TEM MELENDEZ
HILTON GARDEN INN DC
DOWNTOWN - FRONT LOBBY
815 14TH STREET NORTHWEST
WASHINGTON, DC 20005

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Councilmember Torres, and Councilmember Tamayo. Mayor Pro Tem Melendez participated in the Closed Session and was absent from the Regular Session of the Meeting. Councilmember Jimenez arrived at 6:07 p.m.

City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, Police Chief Paul Espinosa, Acting Director of Transportation John Soria, and Department Directors Michael Solorza, Joseph Palombi, David Sosnowski were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez announced the Closed Session Items. He further stated that Item No. 1 would not be discussed.

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 Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Initiation of litigation in one case

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Significant exposure to litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 7:07 p.m.

Councilmember Tamayo, Councilmember Torres, and Mayor Peralta joined the Closed Session in person, and Mayor Pro Tem Melendez joined through Zoom. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1 was not discussed. Item No. 2 City Council received a briefing of the item. It was decided that due to the recent conduct of Councilmember Jimenez, a matter has been referred to a City Special Counsel, Myrna Castañón, to commence an investigation related to her conduct vis-à-vis a member of the City Management Team. During this period, Councilmember Jimenez is directed to cease and desist from engaging in direct interaction with the City Manager and the City's Administrative Staff. For the protection of the City's Directors and City Staff, Councilmember Jimenez shall have access to City Hall and City Facilities only during working hours and only to engage with Directors with a prior appointment. In addition, all emails to the City Manager must be copied to the City Attorney. The point of contact for establishing meetings and other contacts within City Hall will be sent to Richie Moran, Senior Administrative Assistant. A protocol will be established to set regular meetings with the City Manager at regular meeting times in advance, which the City Manager and City Attorney will be present. Those meetings will be scheduled on a virtual platform and recorded. Councilmember Jimenez is to be removed from all outside committees and assignments. Lastly, she is directed to be cognizant of the content posted on social media, sites, and platforms to avoid further harassing or hostile comments. Those restrictions are imposed on March 13, pending the investigation. The City Attorney's Office will also prepare a Notice to Councilmember Jimenez and work with special counsel to distribute said conditions.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Attorney Alvarez-Glasman announced that Item No. 7 would be moved to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS**3. CITIZEN OF THE MONTH - FRANCEIS GARCIA CRUZ**

Mayor Peralta presented the item.

4. YMCA YOUTH AND GOVERNMENT DELEGATION

Mayor Peralta invited the YMCA Youth and Government Delegation for a presentation.

5. WOMEN'S HISTORY MONTH

Mayor Peralta presented the item.

6. NATIONAL DEVELOPMENT DISABILITIES MONTH

Mayor Peralta presented the item.

7. PRESENTATION BY LIEBERT CASSIDY WHITMORE RELATED TO HUMAN RESOURCE PROTOCOLS

This item was moved to a future meeting.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged twelve (12) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

Councilmember Jimenez left the meeting at 8:14 p.m.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING**8. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2475 AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT****RECOMMENDATION: It is recommended that the City Council:**

1. Conduct a First Reading and Introduction of Ordinance No. 2475 (Attachment "A") amending Chapter 17.37 "Heavy Trucking Uses" and Chapter 17.49 "Brownfield Overlay District" of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA section 15301 (existing facilities) and 15061(B)(3) (common sense exemption); and
2. Take such additional, related action that may be desirable.

Director of Planning and Community Development Joseph Palombi presented the item.

Mayor Peralta opened the Public Hearing at 8:15 p.m.

There were four (4) speakers who spoke in support of the item.

Mayor Peralta closed the Public Hearing at 8:21 p.m.

Councilmember Torres commended the City Council for addressing the issue and rescinding the abatement letter the businesses received in 2023. He assured members of the public who were concerned about the toxic environments that

the county would conduct quarterly audits of the area. He further thanked the City Staff and City Attorney for clarifying provisions in the local Ordinance.

Mayor Peralta also thanked the City Staff for investigating the complex issue, ensuring the preservation of jobs and businesses, and ensuring the area's environmental compliance.

City Manager Alvarez commended Director Palombi and staff for preparing the Ordinance and directly engaging with the community to resolve the concerns. Additionally, for successfully receiving a \$600,000 technical grant from the U.S. Environmental Protection Agency.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Torres AYES: Tamayo, Peralta, Torres NOES: None ABSTAIN: None ABSENT: Jimenez, Melendez	SECONDED: Tamayo	APPROVED: 3-0-0-2
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REGULAR BUSINESS

9. REVIEW AND DISCUSS CITY COUNCIL AND SUCCESSOR AGENCY MEETING RULES OF CONDUCT

RECOMMENDATION: It is recommended that the City Council:

1. Review and discuss the City Council and Successor Agency meeting rules of conduct;
2. Provide direction to staff and City Attorney's office regarding whether any updates or changes to the current rules of conduct are desired; and
3. Take other action as directed by the City Council.

Item No. 9. was tabled to a future meeting.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Tamayo motioned, seconded by Councilmember Torres, that Item No's. 10-17, be approved; the motion passed by the following vote:

MOVED: Tamayo AYES: Tamayo, Peralta, Torres NOES: None ABSTAIN: None ABSENT: Jimenez, Melendez	SECONDED: Torres	APPROVED: 3-0-0-2
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10. ADOPT RESOLUTION NO. 24-13 TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024-25 TO THE METRO BUS OPERATIONS SUBCOMMITTEE FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-13 to authorize submission of an application for Fiscal Year 2024-25 to the Metro Bus Operations Subcommittee for Federal Transit Administration Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds; and
2. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo AYES: Tamayo, Peralta, Torres NOES: None ABSTAIN: None ABSENT: Jimenez, Melendez	SECONDED: Torres	APPROVED: 3-0-0-2
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11. **ADOPT RESOLUTION NO. 24-12 AUTHORIZING SUBMITTAL OF AN APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDING TO PURCHASE ZERO-EMISSION BUSES UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-12 authorizing the City of Montebello to submit applications to the Federal Transit Administration (FTA) to receive funding for two (2) grant programs: (i) the Low or No Emission Grant Program ("Low-No Program") in the amount of \$10,500,000; and (ii) the Grants for Buses and Bus Facilities Program ("Bus and Bus Facilities Program") in the amount of \$10,500,000 (collectively, hereinafter the "Grants"); and
2. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo AYES: Tamayo, Peralta, Torres NOES: None ABSTAIN: None ABSENT: Jimenez, Melendez	SECONDED: Torres	APPROVED: 3-0-0-2
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12. **APPROVE EXTENSION OF EXISTING RECRUITMENT INCENTIVES FOR QUALIFIED POLICE OFFICERS AND POLICE DISPATCHERS**

RECOMMENDATION: It is recommended that the City Council:

1. Approve extension of the existing recruitment incentives program for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
2. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo AYES: Tamayo, Peralta, Torres NOES: None ABSTAIN: None ABSENT: Jimenez, Melendez	SECONDED: Torres	APPROVED: 3-0-0-2
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13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3972 WITH SEBASTION WATERWORKS (DBA MR. ROOTER) AND INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3972 between the City of Montebello and Sebastion Waterworks Inc., dba Mr. Rooter Plumbing to increase the not-to-exceed amount from \$45,000 to \$95,000; and,
2. Authorize payment for emergency cleanup of debris from catch basins at the municipal golf course by a four-fifths vote of the City Council to Mr. Rooter Plumbing for a not-to-exceed amount of \$28,425; and
3. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Torres	APPROVED: 3-0-0-2
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Melendez		

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC FOR A ONE-YEAR TERM EXTENSION AND INCREASE OF ANNUAL NOT-TO-EXCEED AMOUNT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Term Extension and increase the not-to-exceed amount from \$45,000 to \$85,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Approve by a four-fifths vote of the City Council the emergency repairs to sports field lights at Chet Holifield Park per Municipal Code Section 3.20 – Purchase System, Section 3.20.050 - Conformance with bidding procedures, subsection D; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 100-30-720-6040.10 (General Fund, Public Works, Park Maintenance, Contract Services Outside Contracts); and
5. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Torres	APPROVED: 3-0-0-2
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Melendez		

15. APPROVE AGREEMENT NO. 4168 WITH FLO-SERVICES, INC. FOR EMERGENCY REPAIRS OF THE SEWER LIFT STATION AT NATASHA LANE

RECOMMENDATION: It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council Agreement No. 4168 with Flo-Services for emergency repairs at the Natasha Lane sewer lift station for a not-to-exceed amount of \$60,000 under the authority of Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and
2. Approve the Emergency Repair and Maintenance Services to the Sewage Lift Station located at Natasha Lane per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and

3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$60,000 in Account No. 265-99-330-6040.45 (Grant, Engineering, Sewer Maintenance); and
4. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Torres	APPROVED: 3-0-0-2
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Melendez		

16. APPROVAL OF MINUTES: FEBRUARY 14, 2024, CITY COUNCIL MEETING; FEBRUARY 28, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Torres	APPROVED: 3-0-0-2
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Melendez		

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-14 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 13, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-14 approving the Warrant Register dated March 13, 2024.

Councilmember Tamayo motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Torres	APPROVED: 3-0-0-2
AYES: Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez, Melendez		

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 27, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, March 10, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta wished Director of Recreation and Community Services David Sosnowski a Happy Birthday.

Councilmember Torres wished his sister, Julia, a Happy Birthday.

Mayor Peralta adjourned the in memory of Didier Reyer Hinow. Councilmember Torres motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 8:31 p.m.

THE MINUTES OF MARCH 13, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 27TH DAY OF MARCH 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**

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:** SMART TD Negotiations

MEETING DATE: 3/13/24 **TIME RECEIVED:** 5:39 pm

SPEAKER'S FULL NAME: James Sandoval **PHONE:** 831-247-0400
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SMART TD (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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:** SMART-ID NEGOTIATIONS

MEETING DATE: 3/13/2024 **TIME RECEIVED:** 5:39 pm

SPEAKER'S FULL NAME: CECILIA LOPEL **PHONE:** (323) 211-2659

ADDRESS: 156 RAYWOOD AVE. MONTEBELLO, CA. 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. 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:** Smart TD

MEETING DATE: 3/13/24 **TIME RECEIVED:** 5:39pm

SPEAKER'S FULL NAME: Beatriz Vasquez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: Smart-TD

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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: 3/13 **TIME RECEIVED:** 5:39pm

SPEAKER'S FULL NAME: Antonio Herrera **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

5 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/13/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Markeisha Haynes **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Smart TD (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

✓

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/13/24 **TIME RECEIVED:** 5:39pm

SPEAKER'S FULL NAME: Barbara Ruiz **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

Zoom/Weex Meetings Tree Ordinance
Legalize Cycling on Sidewalks, RSO

MEETING DATE: 3/13/24

TIME RECEIVED: 5:41pm

SPEAKER'S FULL NAME: Vincent La Rocca

PHONE: 626-413-9598
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

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: 3-13-24 **TIME RECEIVED:** 5:58 pm

SPEAKER'S FULL NAME: Rosemary Gurob **PHONE:** _____

ADDRESS: Montebello Library -Library Announcements (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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: 03-13-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tanayo

PHONE: 323-724-6099
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Martha Cortez **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Smart TV (Optional)

NOTES: _____

ACCOMMODATIONS: _____

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: 3/13/24 **TIME RECEIVED:** 6:36pm

SPEAKER'S FULL NAME: Linda Niles **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH (Optional) 90640

NOTES: _____

ACCOMMODATIONS: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 9/13/24 **TIME RECEIVED:** 6:42pm

SPEAKER'S FULL NAME: Anna B. Juado **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

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.

8

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

MEETING DATE:

3/13

TIME RECEIVED:

5:53

SPEAKER'S FULL NAME:

Bobby Nassir

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

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. 8

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: Trucking Ordinance

MEETING DATE: 3/13/24

TIME RECEIVED: 6pm

SPEAKER'S FULL NAME: Matthew Wickersham

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: A-1 Property Development

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

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.** 4

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/13/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Peter Bacci **PHONE:** _____ (Optional)

ADDRESS: 2129 Chaparral Road (Optional)

ORGANIZATION REPRESENTED: owner of multiple properties

NOTES: in Montebello

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____



ITEM # 15

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-15 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MARCH 27, 2024**

RESOLUTION NO. 24-15

**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.1569, consisting of 7 pages, and including:

Warrant No.

General: Check No. 602735 through 602881
ACH No. 5876 through 5951
Successor Agency: Check No. 1513 through 1514

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 27th DAY OF MARCH 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-15

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-15 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of March 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. 1569
From Payment Date 03/15/2024 - To Payment Date 03/27/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5876	03/07/2024	\$1,851.02	TRAINING	3163	BANK OF AMERICA
5877	03/07/2024	\$3,808.66	SUPPLIES	3163	BANK OF AMERICA
5878	03/07/2024	\$414.84	SUPPLIES	3163	BANK OF AMERICA
5879	03/07/2024	\$72.88	SUPPLIES	3163	BANK OF AMERICA
5880	03/07/2024	\$3,590.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
5881	03/07/2024	\$83,688.31	VEHICLE PURCHASES	1700	72 HOUR LLC
5882	03/07/2024	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
5883	03/07/2024	\$11,897.12	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5884	03/07/2024	\$2,041.66	TRAINING	41790	ADLERHORST INTERNATIONAL LLC
5885	03/07/2024	\$1,489,309.81	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
5886	03/07/2024	\$2,214.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5887	03/07/2024	\$1,162.31	SUPPLIES	62880	AMERICAN MARKER
5888	03/07/2024	\$3,235.63	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
5889	03/07/2024	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
5890	03/07/2024	\$608.58	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5891	03/07/2024	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
5892	03/07/2024	\$2,500.00	DUES & SUBSCRIPTIONS	1118	COMCATE SOFTWARE INC
5893	03/07/2024	\$2,919.97	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
5894	03/07/2024	\$1,012.36	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5895	03/07/2024	\$19,688.47	CONTRACT SERVICES	2793	IBE DIGITAL
5896	03/07/2024	\$800.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
5897	03/07/2024	\$10,123.96	SUPPLIES	26670	LIFE-ASSIST INC
5898	03/07/2024	\$200.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
5899	03/07/2024	\$1,097.78	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
5900	03/07/2024	\$5,456.08	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
5901	03/07/2024	\$8,488.05	ADVERTISING/PRINTING SERVICES	4162	MCGREGOR SHOTT, INC.
5902	03/07/2024	\$160.13	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
5903	03/07/2024	\$1,997.71	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5904	03/07/2024	\$232.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
5905	03/07/2024	\$230.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5906	03/07/2024	\$621.99	SUPPLIES	3088	WAXIES ENTERPRISES LLC



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5907	03/07/2024	\$982.32	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5908	03/14/2024	\$5,000.00	CONTRACT SERVICES	3559	789 INC
5909	03/14/2024	\$3,847.45	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
5910	03/14/2024	\$11,644.93	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5911	03/14/2024	\$23,249.31	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5912	03/14/2024	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
5913	03/14/2024	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
5914	03/14/2024	\$55.64	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5915	03/14/2024	\$6,128.79	CONTRACT SERVICES	2624	CRAFCO INC
5916	03/14/2024	\$6,052.53	FUEL INVENTORY	962	MO DION & SONS INC
5917	03/14/2024	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
5918	03/14/2024	\$40.00	CARPOOL INCENTIVE	2533	LAURENCE GONG
5919	03/14/2024	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
5920	03/14/2024	\$13,754.72	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
5921	03/14/2024	\$12.64	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
5922	03/14/2024	\$803.66	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5923	03/14/2024	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
5924	03/14/2024	\$30.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
5925	03/14/2024	\$1,503.69	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
5926	03/14/2024	\$16,040.00	CONTRACT SERVICES	3490	INTER-CON SECURITY SYSTEMS INC
5927	03/14/2024	\$1,365.51	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5928	03/14/2024	\$40.00	CARPOOL INCENTIVE	2704	JACQUELINE LEON
5929	03/14/2024	\$8,272.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
5930	03/14/2024	\$13,209.45	SUPPLIES	26670	LIFE-ASSIST INC
5931	03/14/2024	\$5,600.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
5932	03/14/2024	\$9,294.40	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
5933	03/14/2024	\$194.54	VEHICLE MAINTENANCE/EXPENSES	479	MCMaster-CARR SUPPLY COMPANY
5934	03/14/2024	\$42,495.15	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
5935	03/14/2024	\$7,115.40	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5936	03/14/2024	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
5937	03/14/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
5938	03/14/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
5939	03/14/2024	\$1,290.11	SUPPLIES	1120	BLUETRITON BRANDS INC
5940	03/14/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO



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5941	03/14/2024	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
5942	03/14/2024	\$462.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5943	03/14/2024	\$30.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
5944	03/14/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
5945	03/14/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
5946	03/14/2024	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
5947	03/14/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
5948	03/14/2024	\$42,077.81	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5949	03/14/2024	\$247.63	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
5950	03/14/2024	\$5,407.92	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5951	03/14/2024	\$463.05	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTAL		\$2,263,945.38			
602735	03/07/2024	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
602736	03/07/2024	\$4,730.50	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
602737	03/07/2024	\$4,166.67	CONTRACT SERVICES	3557	ADVOCATE INC
602738	03/07/2024	\$1,540.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
602739	03/07/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
602740	03/07/2024	\$3,190.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
602741	03/07/2024	\$14,700.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
602742	03/07/2024	\$395.00	POLICE RELATED FEES	4457	RUDY ALVAREZ
602743	03/07/2024	\$2,276.67	UTILITY SERVICES	39550	AT&T
602744	03/07/2024	\$1,318.39	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602745	03/07/2024	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
602746	03/07/2024	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
602747	03/07/2024	\$841.00	CONTRACT SERVICES	40850	MARIA E CASAS
602748	03/07/2024	\$763.48	TRAINING	4134	ISRAEL CERVANTES
602749	03/07/2024	\$11,621.28	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
602750	03/07/2024	\$165.00	POLICE RELATED FEES	4458	CLYMER & BEVERLY INC
602751	03/07/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
602752	03/07/2024	\$125.00	TRAINING	842	CSULB FOUNDATION
602753	03/07/2024	\$75.00	CONTRACT SERVICES	8440	MARCO CUELLAR
602754	03/07/2024	\$140.00	POLICE RELATED FEES	4456	YOUQUIN DONG
602755	03/07/2024	\$53.51	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION



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602756	03/07/2024	\$606.06	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
602757	03/07/2024	\$281,368.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
602758	03/07/2024	\$5,269.06	TRAINING	4036	HARBINGER HORIZON
602759	03/07/2024	\$3,539.49	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
602760	03/07/2024	\$4,383.76	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
602761	03/07/2024	\$2,009.31	SUPPLIES	4440	HOLIDAY GOO
602762	03/07/2024	\$4,750.08	PREPAID EXPENSES	2763	INSIGHT PUBLIC SECTOR INC
602763	03/07/2024	\$2,614.41	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
602764	03/07/2024	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
602765	03/07/2024	\$63,330.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
602766	03/07/2024	\$870.00	CONTRACT SERVICES	4198	KIDS ENJOY EXERCISE NOW KEEN LOS ANGELES LCC
602767	03/07/2024	\$446.80	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
602768	03/07/2024	\$7,962.48	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
602769	03/07/2024	\$103.54	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602770	03/07/2024	\$100.00	TRAVEL & MEETINGS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
602771	03/07/2024	\$2,296.15	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
602772	03/07/2024	\$725.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
602773	03/07/2024	\$75.60	SUPPLIES	15620	OFFICE DEPOT INC
602774	03/07/2024	\$2,400.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
602775	03/07/2024	\$110.45	UTILITY SERVICES	100	PICO WATER DISTRICT
602776	03/07/2024	\$3,281.71	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
602777	03/07/2024	\$13,258.83	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602778	03/07/2024	\$128.23	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
602779	03/07/2024	\$2,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
602780	03/07/2024	\$102.97	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602781	03/07/2024	\$10,233.00	BUILDING IMPROVEMENTS	3583	SHOCKWAVE ELECTRIC INC
602782	03/07/2024	\$40.00	CONTRACT SERVICES	68000	JORGE SOTO
602783	03/07/2024	\$106,876.46	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602784	03/07/2024	\$111,018.06	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
602785	03/07/2024	\$802.89	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
602786	03/07/2024	\$867.29	CONTRACT SERVICES	3397	STERICYCLE INC
602787	03/07/2024	\$4,795.14	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602788	03/07/2024	\$979.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602789	03/07/2024	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC



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602790	03/07/2024	\$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
602791	03/07/2024	\$790.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
602792	03/07/2024	\$20,000.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
602793	03/07/2024	\$66,367.03	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602794	03/07/2024	\$4,237.82	UTILITY SERVICES	23610	VERIZON WIRELESS
602795	03/07/2024	\$100.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
602796	03/07/2024	\$150.00	TRAINING	3746	PAUL ESPINOSA
602797	03/07/2024	\$120.00	PARKS AND RECREATION	3525	MADELINE QUEZADA
602798	03/07/2024	\$10,264.27	SUPPLIES	2573	TELEFLEX LLC
602799	03/14/2024	\$56,020.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
602800	03/14/2024	\$279.00	VEHICLE MAINTENANCE/EXPENSES	64600	A TO Z FIRE PROTECTION COMPANY
602801	03/14/2024	\$16,564.00	CONTRACT SERVICES	16030	AAA ELECTRICAL SUPPLY
602802	03/14/2024	\$59.03	UTILITY SERVICES	1732	AT&T CORP
602803	03/14/2024	\$2,203.88	UTILITY SERVICES	39550	AT&T
602804	03/14/2024	\$6,709.70	UTILITY SERVICES	39550	AT&T
602805	03/14/2024	\$33,603.18	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
602806	03/14/2024	\$8,200.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
602807	03/14/2024	\$870.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
602808	03/14/2024	\$40.00	CARPPOOL INCENTIVE	3980	RICHARD BOUT
602809	03/14/2024	\$1,514.24	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORENSEN, LLP
602810	03/14/2024	\$612.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
602811	03/14/2024	\$7,269.57	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602812	03/14/2024	\$114.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602813	03/14/2024	\$6,550.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602814	03/14/2024	\$969.46	TRAINING	1294	CINTAS CORPORATION NO 2
602815	03/14/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
602816	03/14/2024	\$1,703.46	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
602817	03/14/2024	\$200.00	CONTRACT SERVICES	2759	D F POLYGRAPH
602818	03/14/2024	\$3,908.27	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
602819	03/14/2024	\$186.00	TRAINING	3392	EL CAMINO COLLEGE
602820	03/14/2024	\$388.87	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
602821	03/14/2024	\$106.80	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
602822	03/14/2024	\$184.00	MAIL/ POSTAL EXPENSE	75390	FEDERAL EXPRESS FREIGHT
602823	03/14/2024	\$7,500.00	MACHINERY & EQUIPMENTS	3148	FIFTH ASSET INC



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602824	03/14/2024	\$4,895.10	SUPPLIES	2523	THE BEISTLE COMPANY
602825	03/14/2024	\$644.06	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
602826	03/14/2024	\$1,163.75	CONTRACT SERVICES	4396	GALVIN PRESERVATION ASSOCIATES INC
602827	03/14/2024	\$27.93	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
602828	03/14/2024	\$701.68	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
602829	03/14/2024	\$116.79	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
602830	03/14/2024	\$30.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
602831	03/14/2024	\$2,609.64	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
602832	03/14/2024	\$68.00	PARKS AND RECREATION	4436	LIAN HERRERA
602833	03/14/2024	\$395.00	TRAINING	12760	INTERNATIONAL ASSOCIATION FOR PROPERTY
602834	03/14/2024	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
602835	03/14/2024	\$750.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
602836	03/14/2024	\$7,123.75	CONTRACT SERVICES	3044	KAIZER RANGWALA
602837	03/14/2024	\$44.00	GENERAL GOVERNMENT	4459	LAW OFFICES OF TED B WACKER
602838	03/14/2024	\$30.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
602839	03/14/2024	\$68.00	PARKS AND RECREATION	4463	DAVID LONG
602840	03/14/2024	\$30.00	PARKS AND RECREATION	3701	EMMA LOPEZ
602841	03/14/2024	\$3,502.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
602842	03/14/2024	\$36,000.00	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
602843	03/14/2024	\$1,200.00	TRAINING	73010	LOS ANGELES WOMEN POLICE OFFICERS & ASSOC
602844	03/14/2024	\$754.82	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO
602845	03/14/2024	\$1,192.71	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
602846	03/14/2024	\$2,940.00	CONTRACT SERVICES	3049	MUNISERVICES LLC
602847	03/14/2024	\$400.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
602848	03/14/2024	\$778.26	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
602849	03/14/2024	\$79.26	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
602850	03/14/2024	\$402.68	SUPPLIES	15620	OFFICE DEPOT INC
602851	03/14/2024	\$64,198.80	MACHINERY & EQUIPMENTS	3834	OPTIBUS INC
602852	03/14/2024	\$95.00	GENERAL GOVERNMENT	4462	MELODY ORTIZ
602853	03/14/2024	\$456.06	RETIREMENT	42490	LINDA PAYAN
602854	03/14/2024	\$68.00	PARKS AND RECREATION	4461	REYNA PEREZ
602855	03/14/2024	\$30.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
602856	03/14/2024	\$1,334.65	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602857	03/14/2024	\$466.15	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY



City of Montebello
Register of Demands No. 1569
From Payment Date 03/15/2024 - To Payment Date 03/27/2024

602858	03/14/2024	\$2,486.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
602859	03/14/2024	\$30.00	CARPPOOL INCENTIVE	4429	ELISEO RAMOS
602860	03/14/2024	\$1,305.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
602861	03/14/2024	\$1,162.86	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
602862	03/14/2024	\$341.62	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602863	03/14/2024	\$474.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
602864	03/14/2024	\$4,059.26	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
602865	03/14/2024	\$23,228.98	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602866	03/14/2024	\$2,643.94	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602867	03/14/2024	\$691.76	SUPPLIES	3110	TOMAS ALVARADO
602868	03/14/2024	\$2,218.54	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602869	03/14/2024	\$80.00	CARPPOOL INCENTIVE	4386	NAM TRAN
602870	03/14/2024	\$27,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
602871	03/14/2024	\$37,931.94	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
602872	03/14/2024	\$419.27	SUPPLIES	45120	ULINE INC
602873	03/14/2024	\$88,769.35	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
602874	03/14/2024	\$2,905.56	UTILITY SERVICES	23610	VERIZON WIRELESS
602875	03/14/2024	\$11,024.70	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
602876	03/14/2024	\$420.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
602877	03/14/2024	\$281.13	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
602878	03/14/2024	\$5.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
602879	03/14/2024	\$21,448.30	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
602880	03/14/2024	\$153.50	TRAINING	4023	DENISE MONTANEZ
602881	03/14/2024	\$90.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
CHECK TOTAL		\$1,317,467.28			
Successor Agency					
1513	03/14/2024	\$950.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
1514	03/14/2024	\$6,765.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
CHECK TOTAL		\$7,715.00			
GRAND TOTAL		\$3,589,127.66			



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 - April

April 10th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - TBD	Presentation	Public Affairs	David S.
	Human Resources Protocols Presentation by Liebert Cassidy Whitmore	Presentation	City Attorney	Arnold Alvarez-Glasman
	National Child Abuse Prevention	Presentation	Public Affairs	David Sosnowski
	National Volunteer Month	Presentation	Public Affairs	David Sosnowski
	Autism Awareness Month	Presentation	Public Affairs	David Sosnowski
	Armenian History Month	Presentation	Public Affairs	David Sosnowski
	Arbor Day Proclamation	Presentation	Public Affairs	David Sosnowski
	National Donate Life Month	Presentation	Public Affairs	David Sosnowski
	Rules of Order for CC and SA Meetings	Regular Business	City Attorney	Arnold Alvarez-Glasman
	City Council Appointments to Other Jurisdictions	Regular Business	Admin	CM Raul Alvarez
	Adoption of User Fees for Golf Course	Regular Business	Recreation	David Sosnowski
	Adopt Resolutions for the Conduct of the General Municipal Election - November 5, 2024	Consent	Admin	Kimberly Guillen
	Approve Agreement No. XXXX with SoCalRen, Public Power Up and Blink for Electrical Charging Infrastructure and Management at City Hall.	Consent	Recreation	David Sosnowski
	Award RFP 24-9 Emergency Generator Maintenance and Repair Services Contract	Consent	Public Works	Cesar Roldan
	Request Authorization to seek proposals for residential solid waste disposal services	Consent	Public Works	Cesar Roldan
	Resolution adopting SB1 Streets - Focus on Via Campo from Gerhart Ave to Garfield Ave - Re-surfacing Vail Avenue between Beverly and Railroad tracks (southside)	Consent	Public Works	Cesar Roldan
	Minutes	Consent.	Admin	Kimberly Guillen
	Reso No. ____ Warrant Register	Consent.	Finance	Michael Solorza