CITY OF MONTEBELLO CITY COUNCIL AND SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 12, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY

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

CITY MANAGER/EXECUTIVE DIRECTOR	CITY TREASURER/BOARD TREASURER	COUNCIL/SUCCESSOR AGENCY ATTORNEY
René Bobadilla	Rafael Gutierrez	Arnold M. Alvarez-Glasman

CITY CLERK/BOARD SECRETARY
Christopher Jimenez

DEPARTMENT HEADS

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

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council/Successor Agency meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council/Successor Agency. The City Council/Successor Agency and Staff will meet in person at the City Hall but **due to the increased transmission of COVID-19 and to ensure the health and safety of the public, the Council Chambers will be closed to the public and all public participation will continue to occur telephonically and/or in writing until further notice.** Consistent with the Executive Order, the City Council/Successor Agency meeting will continue to be live streamed and can be watched on the City's website at: https://www.cityofmontebello.com/government/live-streaming.html, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 hours before this meeting.

Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión. 如果您需要翻译服务，请在会议前 72 小时联系市书记员办公室.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council/Successor Agency on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council/Successor Agency on any items listed on the Agenda and on items not listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council/Successor Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes.

Pursuant to Assembly Bill 361, for those interested in participating during the public comment period or public testimony period for public hearings of the City Council/Successor Agency meetings, you may call in to the City Clerk's office as listed below *until the day of the meeting prior to the start of each Public Comments period, Wednesday, January 12, 2022*. The public can submit speaker card requests telephonically by calling (323) 887-1216, Staff will complete/number the speaker cards and speakers will be called in the order received during the meeting – Closed Session begins at 5:00 p.m. and Regular Session begins at 6:00 p.m. The exact call back time is not predictable due to the nature of the City Council/Successor Agency agenda. As a result, you must be available until the end of the public comments period(s).

The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up ***until the day of the meeting, Wednesday, January 12, 2022 between 7:30 a.m. – 3:00 p.m***. These comments will be submitted to all members of the City Council/Successor Agency and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/Successor Agency. Any requests to provide public comment which is submitted after the deadlines indicated above will *not* be submitted to the City Council/Successor Agency until the after the meeting, with the exception of non-agenda written item comments.

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

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

CLOSED SESSION – 5:00 P.M.

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

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

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Eddie Loussararian and John Loussararian, Jr. vs. City of Montebello, et al.
   Los Angeles Superior Court Case No. 19STCV36756

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

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Pursuant to Government Code Section 54956.9(d)(4)
   Initiation of litigation – Two cases

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

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

5. RECOGNITION OF CITIZEN OF THE MONTH – PASTOR ERIC TIETZE, HEARTS OF COMPASSION

6. RECOGNITION OF M&M FOR FIRE TRAINING SUPPORT

7. RECOGNITION OF GATEWAY CITIES ENERGY ACTION AWARD

8. RECOGNITION OF SAN GABRIEL COUNCIL OF GOVERNMENTS AWARD

9. RECOGNITION OF MOTEBELLO BUS LINE'S 90TH ANNIVERSARY

10. RECOGNITION OF HUMAN TRAFFICKING AWARENESS MONTH

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

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

RECOMMENDATION: It is recommended that the City Council:

1) Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and
2) Designate the Mayor as the representative to the Los Angeles County-City Selection Committee, and the Mayor Pro Tempore as the alternate representative; and
3) Designate the Mayor as the representative to the Board of Directors of Sanitation Districts Nos. 2 and 15 of the Los Angeles County, and designate an alternate member of the City Council as the alternate; and
4) Take such additional, related, action that may be desirable.

12. ADOPT CITY COUNCIL RESOLUTION NO. 22-02/SUCCESSOR AGENCY RESOLUTION NO. 22-01 FOR THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL YEAR 2021-22 (ROPS 21-22) AND CITY COUNCIL RESOLUTION NO. 22-03/SUCCESSOR AGENCY RESOLUTION NO. 22-02 FOR THE ADMINISTRATIVE BUDGET FOR THE FISCAL YEAR 2021-2022

RECOMMENDATION: It is recommended that the City Council and Successor Agency:

1) Approve and adopt City Council Resolution No. 22-02 and Successor Agency Resolution No. 22-01 for the Recognized Obligation Payment Schedule for the Fiscal Year 2021-22 (ROPS 21-22); and
2) Approve and adopt City Council Resolution No. 22-03 and Successor Agency Resolution No. 22-02 for the Administrative Budget for the Fiscal Year 2021-2022; and
3) Take such additional, related, action that may be desirable.

CONSENT CALENDAR

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

13. ADOPT RESOLUTION NO. 22-04 AMENDING RESOLUTION NO. 20-80 UPDATING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-04, a Resolution of City Council of the City of Montebello, California, Amending Resolution No. 20-80 updating the Conflict of Interest Code for the City of Montebello in compliance with Government Code requirements; and
2) Direct the City Clerk's office to file the 2022 Local Biennial Notice with the Fair Political Practices Commission; and
3) Take such additional, related, action that may be desirable.

14. REPORT OF EMERGENCY REPAIR AND REPLACEMENT OF THE BEACH STREET STORM DRAIN

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the City Manager's report of an emergency repair of the Beach Street Storm Drain pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2) Determine and find that the severely deteriorated condition of the Beach Street Storm Drain poses a serious and eminent threat to public safety due to its severely deteriorated condition; and
3) By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the replacement of the Beach Street Storm Drain, in accordance with

California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140; and

4) Authorize the City Manager to finalize the proposed Agreement No. 3947 with Mike Bubalo Construction Co. (attached hereto in substantial form as Attachment B) for the construction of the replacement of the Beach Street Storm Drain at an estimated total cost of $390,000; and
5) Amend the Fiscal Year 2021-22 budget by increasing appropriations $535,000 in Account No. 100-30-315-6040.45 (General Fund, Public Works, Stormwater, Contract Services – Storm Drain Maintenance) for emergency response, repair and replacement work; and
6) Take such additional, related, action that may be desirable.

15. BEACH STREET PAVEMENT REHABILITATION PROJECT - PHASE 1 (FROM VAIL AVENUE TO 5TH STREET), CP NO. 883 – ENGAGEMENT LETTER FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES BY AIM CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Award Task Order No. 2 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for a not-to-exceed-fee of $92,126; and
2) Authorize the City Manager to execute the Agreement, on behalf of the City; and
3) Take such additional or alternative action that may be desirable.

16. PAVING THE WAY – PHASE 2 (CP NO. 878) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1) Accept the Paving the Way – Phase 2 Project (CP 878) as completed by Manhole Adjusting, Inc. (MAI); and
2) Find that the "Changes in Work" for the project (Attachment A) in the aggregate amount of $1,423,503 have no significant effect on the environment. The final contract amount with MAI is $6,362,081.
3) Approve the Final Construction Budget and Expenditures (Attachment B); and
4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment C) with the Los Angeles County Registrar-Recorder; and
5) Authorize the City Manager to release the retention payment due to Manhole Adjusting, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
6) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $630,362 in Account No. 220-99-7117 (Measure R, Improvements Other than Building – Paving the Way) and $1,108,174 in Account No. 222-99-7117 (Measure M, Improvements Other than Building – Paving the Way); and
7) Take such additional, related, action that may be desirable.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 3946 FOR MARKET ANALYSIS AND RETAIL RECRUITMENT SERVICES BETWEEN NAVIRETAIL INC. AND THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Professional Services Agreement between the City of Montebello and NaviRetail Inc. in an amount not to exceed $84,000 over the course of a two (2) year term for Market Analysis and Retail Recruitment Services for the City of Montebello; and
2) Authorize the City Manager to execute the Professional Services Agreement between the City and NaviRetail Inc. and any related documents in accordance with Montebello Municipal Code ("MMC") Chapter 3.20.050; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $42,000 in Account 100-50-520-6040.95 (General Fund, Community Development, Planning Division, Other Professional Services); and
4) Take such additional, related, action that may be desirable.

18. ADOPT RESOLUTION NO. 22-05 TO AUTHORIZE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA BEVERAGE CONTAINER RECYCLING GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-05 to authorize the submission of an application to the State of California Beverage Container Recycling Grant program; and
2) Take such additional, related, action that may be desirable.

19. APPROVE AN INCREASE TO THE BLANKET PURCHASE ORDER ESTABLISHED WITH THE SAUCE CREATIVE SERVICES CORP. FOR THE PURCHASE OF CITYWIDE PRINTING AND GRAPHIC DESIGN SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve a change order to the blanket purchase order established with The Sauce Creative Services Corp., to increase the total not-to-exceed amount to $100,000, for the purchase of citywide printing and graphic design services; and
2) Take such additional, related, action that may be desirable.

20. REQUEST TO PURCHASE POLICE DEPARTMENT PATROL VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1) Approve the purchase of seven (7) police patrol vehicles to include necessary equipment and installation services; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases); and
3) Take whatever additional actions necessary to effectuate the procurement of the patrol vehicles.

21. ADOPT RESOLUTION NO. 22-01 TO AUTHORIZE AMENDING FEDERAL GRANT NO. CA-2021-169-00 TO SUBMIT A SEPARATE GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION TO RECEIVE FUNDING FOR TRANSIT OPERATING ASSISTANCE AND TO AMEND THE FISCAL YEAR 2021-2022 BUDGET

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-01 amending Federal Grant No. CA-2021-169-00 for Federal Transit Administration (FTA) funding under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), to increase the grant amount for operating assistance from $1,000,000 to $3,778,452; and
2) Authorize submitting a grant application to the FTA for operating assistance under the American Rescue Plan Act of 2021 (ARPA), in the amount of $14,934,925; and
3) Amend the FY 2021-2022 budget to recognize revenue by increasing appropriations in Account Nos. 600-99-4024.10 (Transit Fund, CRRSAA – Federal) by $9,292,827 and 600-99-4023.10 (Transit Fund, ARP – Coronavirus Fiscal Recovery) by $14,934,925; and
4) Take such additional, related, action that may be desirable.

22. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, NO. 3883, WITH RL CONTROLS LLC TO USE CONTINGENCY FUNDS FOR THE SERVER PROJECT, A SUBPROJECT OF THE BUS CAMERA SURVEILLANCE SYSTEM PROJECT

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement, No. 3883 (Agreement No. 3883) with RL Controls LLC (RL Controls), to use contingency funds for the total not-to-exceed amount of $192,912 for the Server Project, a subproject of the Bus Camera Surveillance System Project; and
2) Authorize the City Manager and/or his Designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3) Take such additional, related, action that may be desirable.

23. PAYMENT OF BILLS: RESOLUTION NO. 22-06 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 12, 2022

RECOMMENDATION: Adopt Resolution No. 22-06 approving the Warrant Register dated January 12, 2022.

AB 1234 TRAVEL REPORTS

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

COUNCIL ORALS

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

1. **Councilmember Torres**
2. **Councilmember Peralta**
   a. Agendize for the next council meeting the appointment of 2 members for the Traffic and Safety Committee.
   b. COVID Testing: City Hall: Sun-Wed (drive thru) | Thurs-Sat (walk up) | Grant Rae Park Thurs-Sat (drive thru). No Appointments Necessary. Vaccines/Boosters available at The Prescription Shop at 1215 W. Whittier Blvd.
3. **Councilmember Melendez**
4. **Mayor Pro Tem Jimenez**
5. **Mayor Cobos-Cawthorne**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 26, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 9, 2022 5:00 p.m.**

Alicia Fernandez, Deputy City Clerk

ITEM # 11

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Review of Current Council Assignments to Various Boards, Agencies, Ad Hoc and Task Force Committees**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Review and take action to fill assignments to various Boards, Agencies, Ad Hoc and Task Force Committees; and

2) Designate the Mayor as the representative to the Los Angeles County-City Selection Committee, and the Mayor Pro Tempore as the alternate representative; and

3) Designate the Mayor as the representative to the Board of Directors of Sanitation Districts Nos. 2 and 15 of the Los Angeles County, and designate an alternate member of the City Council as the alternate; and

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

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

Each year, following the City Council reorganization meeting, the City Council reviews assigning members of the City Council to represent the City of Montebello ("City") on various Boards, Agencies, Ad Hoc and Task Force Committees. The City Council will

review the current assignments, attached herein as Attachment A and B, to either confirm or make any recommendations as desired. Once the City Council has confirmed the assignments to the various Boards and Agencies, staff will notify the appropriate affected agencies.

Montebello Municipal Code Section 2.08.010 ("Council Reorganization") provides that the City Council must reorganize by selecting one of its members as Mayor and Mayor Pro Tempore on the following occasions: (a) the second meeting in November in non-election years; (b) or at the first meeting immediately following the certification of election results in an election year.

As a result of the selection of a new Mayor and Mayor Pro Tempore, the City must also designate representatives to the Los Angeles County-City Selection Committee ("City Selection Committee") and the Los Angeles County Sanitation Districts 2 and 15 ("Sanitation District"). These agencies require that the Mayor be designated as the representative, the Mayor Pro Tempore as the alternate representative for the City Selection Committee, and any Councilmember may be designated the representative for the Sanitation District.

Furthermore, each year in the months of May and December the City Manager, Assistant City Manager, Director of Planning/Community Development and two (2) members of the City Council attend the Innovating Commerce Serving Communities ("ICSC") conference. The ICSC is a member organization for advancement of Marketplaces Industry, promoting and elevating the marketplaces and spaces where constituents shop, dine, work, play and gather as a community. Staff is recommending that the City Council establish an Ad Hoc Committee and designate two members to attend the 2022 conferences.

SUMMARY

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

ATTACHMENTS:

A. Attachment A – List of City Council Assignments
B. Attachment B – Ad Hoc and Task Force Assignments

ATTACHMENT A

2021

City Council Assignments to Other Jurisdictions

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	Cobos-Cawthorne	Peralta	$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; ***Delagate must be Mayor***	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Compton	562-908-4288 ext. 1101
Los Angeles County City Selection Committee	Cobos-Cawthorne	Torres	$0	Meets 2-4 times a year as needed; ***Delegate must be Mayor, Alternate MPT, & CM with longest tenure thereafter.***	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	Peralta	Melendez	$75.00	**Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings**	Upper San Gabriel Valley Municipal Water District 602 E. Huntington Drive Monrovia, CA 91016	Katie Ward / Stefanie Hernandez	kward@sgvcog.org b; shernandez@sgvcog.org; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Peralta	Melendez	$0	Meets every 4th Monday 12:00 p.m.	West Covina City Hall 1444 W. Garvey Avenue West Covina, CA		
Gateway Cities Council of Governments	Cobos-Cawthorne - *Appointed on 2/10/21*	Torres	$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	Torres	Melendez	$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	Peralta		$0	Meets Bi-weekly	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640		
League of California Cities	Cobos-Cawthorne	Torres *Alternate - Jimenez*	$0	**Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org**	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org; 626-716-0076; iquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	Avik Cordeiro (Resident Reappointed 11/10/2021 - 4 yrs)		$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@glacvcd.org
Southeast Area Animal Control (SEAACA)	Cobos-Cawthorne	Melendez	$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	Peralta	Melendez	**$0 - *unless Regional Councilmember (CM) or Policy CM***	Meets 1st Thursday of the month 9:00 a.m.	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov

ATTACHMENT B

2022

Ad Hoc and Task Force Assignments

Name of Committee / Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association Ad Hoc	1	Angie Jimenez	N/A	1/13/2021
Economic Development Ad Hoc	2	Kimberly Cobos-Cawthorne	Scarlet Peralta	3/10/2021
Homelessness Task Force	2	Salvador Melendez	Angie Jimenez	3/10/2021
Streets Ad Hoc	2	Kimberly Cobos-Cawthorne	Angie Jimenez	3/10/2021
Transit Ad Hoc	2	David Torres	Scarlet Peralta	3/10/2021
** Joint School District Ad Hoc*	2			**Pending Approval from MUSD**
Washington Coalition	2	Salvador Melendez	Angie Jimenez	SM 1/13/2021 ; AJ 3/3/2021
Farmers Market Ad Hoc	2	Scarlet Peralta	Salvador Melendez	4/14/2021
Military Task Force	2	Cobos-Cawthorne	Jimenez	8/11/2021
Innovating Commerce Serving Communities Ad-Hoc"	2	Pending	Pending	Pending approval on 1/12/21
Beautification Ad Hoc Committee	-	-	-	*Dissolved 3/3/2021*
Cannabis Ad Hoc Committee	-	-	-	*Dissolved 3/3/2021*
Centennial Ad Hoc Committee	-	-	-	*Dissolved 3/3/2021*
Solid Waste Ad Hoc Committee	-	-	-	*Dissolved 3/3/2021*

ITEM # 12

CITY OF MONTEBELLO

CITY COUNCIL/ SUCCESSOR AGENCY
AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, Executive Director of Successor Agency

BY: Michael Solorza, Director of Finance for Successor Agency

SUBJECT: **Adopt City Council Resolution No. 22-02/Successor Agency Resolution No. 22-01 for the Recognized Obligation Payment Schedule for the Fiscal Year 2021-22 (ROPS 21-22) and City Council Resolution No. 22-03/Successor Agency Resolution No. 22-02 for the Administrative Budget for the Fiscal Year 2021-2022**

DATE: January 12, 2022

OBJECTIVE

It is recommended that the Successor Agency to the former Community Redevelopment Agency of the City of Montebello:

1) Approve and adopt City Council Resolution No. 22-02 and Successor Agency Resolution No. 22-01 for the Recognized Obligation Payment Schedule for the Fiscal Year 2021-22 (ROPS 21-22); and

2) Approve and adopt City Council Resolution No. 22-03 and Successor Agency Resolution No. 22-02 for the Administrative Budget for the Fiscal Year 2021-2022; and

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

BACKGROUND

A. The Dissolution Law – ROPS and Administrative Budget Requirements

The Community Redevelopment Agency of the City of Montebello (Agency) was dissolved effective February 1, 2012, by Assembly Bill 1x 26 (AB 26) and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos.* As

authorized by AB 26, the City Council of the City of Montebello adopted a resolution electing to serve as the "successor agency" to the dissolved Agency and thereby assumed responsibility for winding down the Agency's affairs.

Under AB 26, the Successor Agency's responsibilities included preparing a Recognized Obligation Payment Schedule (ROPS) that listed payments due on all "enforceable obligations" during that period. Before it became effective, each ROPS was required to be approved by the Montebello Oversight Board and the State Department of Finance (DOF). The Oversight Board has previously approved several iterations of the Successor Agency's ROPS since dissolution in 2012, and each has been subsequently approved by the State DOF.

AB 26 also required the Successor Agency to create an "administrative budget." The administrative budget was required to include: (1) estimated amounts for successor agency administrative costs for the upcoming twelve month period; (2) proposed payment sources for such costs; and (3) arrangements for administrative and operations services to be provided by the City. The administrative budget was required to be approved by the Oversight Board and DOF.

The Successor Agency's administrative budget is funded by the "administrative cost allowance," which – under the Dissolution Law – was three percent (3%) of the money allocated to the Successor Agency to pay approved enforceable obligations during the applicable payment period, or $250,000, whichever was greater.

B. Changes Enacted by Senate Bill 107

In September 2015, Senate Bill 107 (SB 107) became law and made significant revisions to the redevelopment dissolution law. As relevant here, these changes included an annual ROPS to replace the previously required bi-annual process.

The new process requires the Successor Agency to submit an Oversight Board-approved ROPS covering the 2021-22 Fiscal Year to DOF before February 1, 2021.[1] This ROPS must include estimates of payments due on all enforceable obligations during the entire 2021-22 Fiscal Year.

If the Successor Agency does not meet the February 1 deadline, SB 107 provides for the imposition of significant penalties against the City (*e.g.* a civil penalty of $10,000 per

[1] ROPS covering subsequent fiscal years are required to be submitted to DOF each February 1, unless and until the Successor Agency obtains approval of a "Last and Final ROPS" in accordance with the procedures set forth in SB 107.

day for each day, and reduction in the Successor Agency's administrative cost allowance).

DOF is required to issue a determination on the ROPS before April 15, 2021, and SB 107 preserves the Successor Agency's ability to dispute DOF determinations through a meet-and-confer process.

SB 107 also made changes to the administrative budget process. The Successor Agency's administrative budget must include the same information previously required, and must be approved by the Oversight Board. However, it no longer must be approved by DOF.

Additionally, SB 107 made changes to the administrative cost allowance available to fund the budget. Commencing July 1, 2016, the administrative cost allowance cannot exceed the lesser of the following: (1) three percent (3%) of the money allocated to the Successor Agency to pay approved enforceable obligations during the preceding fiscal year; (2) fifty percent (50%) of the money allocated to the Successor Agency to pay approved enforceable obligations during the applicable fiscal year; or (3) $250,000.

Pursuant to Health and Safety Code Section 34179(q), commencing on July 1, 2018, the County of Los Angeles, where more than 70 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts. The First Supervisorial District Consolidated Oversight Board has jurisdiction over the Successor Agency of the former Community Redevelopment Agency to the City of Montebello.

ROPS 21-22 was presented to the First Supervisorial District Consolidated Oversight Board on January 11, 2021 in a regular meeting. Given the timing of agenda submissions, it is assumed that the Consolidated Oversight Board approved Montebello's ROPS 21-22 with no changes. Should there have been changes made, Staff will provide a verbal update when this item is presented to the Successor Agency and recommend changes to the requested action. Given the prior approvals of the ROPS, Staff does not anticipate any changes to ROPS 21-22 by the Consolidated Oversight Board.

DISCUSSION

The Successor Agency's ROPS covering the payment period of July 1, 2021, to June 30, 2022 (ROPS 20-21), is attached for the Successor Agency's consideration (Attachment 2). The Successor Agency is requesting a total of $8,480,831 in Redevelopment Property Tax Transfer Fund (RPTTF) revenue to fund a variety of

enforceable obligations. (The July – December 2021 period requests $4,972,369 and the January – June, 2021 period requests $3,508,462.) All enforceable obligations on the attached ROPS are debt service, notes payable, or approved administrative costs, and have been previously reviewed and approved by the Oversight Board and State DOF. There are no changes in this ROPS from previous ROPS in terms of the specific enforceable obligations (just updating amounts due and amounts outstanding).

Also attached is the Successor Agency's Administrative Budget for the 2021-22 Fiscal Year (Attachment 4). Staff has prepared the budget in accordance with SB 107's revised requirements, and it allocates available funding to various administrative / overhead expenses of the Successor Agency.

SUMMARY

It is recommended that the Successor Agency to the former Community Redevelopment Agency of the City of Montebello approve and adopt the Recognized Obligation Payment Schedule for Fiscal Year 2021-22 (ROPS 21-22) and Associated Administrative Budget and take such additional, related, action that may be desirable.

ATTACHMENTS:

A. Attachment A – Resolution Approving ROPS 21-22
B. Attachment B – ROPS 21-22 Detail
C. Attachment C – Resolution Approving the Administrative Budget for Fiscal Year 2021-2022
D. Attachment D – Administrative Budget for Fiscal Year 2021-22

CITY COUNCIL RESOLUTION NO. 22-02
SUCCESSOR AGENCY RESOLUTION NO. 22-01

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER COMMUNITY REVELOPMENT AGENCY OF MONTEBELLO APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR FISCAL YEAR 2021-2022 (ROPS 21-22)

WHEREAS, pursuant to ABx1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Community Development Agency of the City of Montebello was dissolved as of February 1, 2012, and the City of Montebello elected to serve as the Successor Agency to the Former Community Development Agency to the City of Montebello.

WHEREAS, the former Community Redevelopment Agency of the City of Montebello ("Agency") was a community redevelopment agency organized and existing under the California Redevelopment Law;

WHEREAS, pursuant to Health and Safety Code Section 34179(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts;

WHEREAS, the Dissolution Act previously required the Successor Agency to prepare a "recognized obligation payment schedule" ("ROPS") for each six (6) month fiscal period, listing all payments due on enforceable obligations during that fiscal period;

WHEREAS, Senate Bill 107 ("SB 107") was enacted in September 2015, and replaced the biannual ROPS process with a requirement that an annual ROPS be prepared for all fiscal years commencing after January 1, 2016;

WHEREAS, after preparation by the Successor Agency, each ROPS must be submitted to and approved by the Oversight Board, and, before February 1 of the applicable fiscal year, an Oversight Board-approved ROPS must be transmitted to the Los Angeles County Auditor-Controller and the California Department of Finance for review; and

WHEREAS, the Successor Agency has duly considered the ROPS covering the July 1, 2021, to June 30, 2022, payment period ("ROPS 21-22"), as such is attached to this Resolution, and is satisfied that such ROPS complies with the statutory mandates of the Dissolution Act.

NOW THEREFORE, THE SUCCESSOR AGENCY HEREBY FINDS, DECLARES AND RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part hereof.

SECTION 2. The Successor Agency hereby approves the Recognized Obligation Payment Schedule for the period of July 1, 2021, to June 30, 2022, as such ROPS 21-22 is attached hereto this Resolution.

SECTION 3. The Successor Agency will take such further action(s) as required to obtain approval of ROPS 21-22 by the First Supervisorial Consolidated Oversight Board and the California Department of Finance, and to ensure all obligations listed on ROPS 21-22 are timely paid and performed.

SECTION 4. The Secretary shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 12th day of January, 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor/Chairperson

ATTEST:

_____
Christopher Jimenez,
City Clerk / Agency Secretary

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman,
City Attorney / Agency Counsel

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-02 / Successor Agency Resolution No. 22-01 was passed and adopted by the City Council / Successor Agency 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 12th day of January 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

Montebello
Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail
July 1, 2021 through June 30, 2022

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$35,194,643		$8,480,831	$-	$201,368	$-	$4,646,001	$125,000	$4,972,369	$-	$-	$-	$3,383,462	$125,000	$3,508,462
6	Tax Allocation Parity Bonds 2007 Series B (Hillside)	Bonds Issued On or Before 12/31/10	03/01/2007	03/01/2019	Bank of New York	Land and Infrastructure Improvements	Montebello Hills	1,136,178	N	$379,418	-	-	-	29,709	-	$29,709	-	-	-	349,709	-	$349,709
10	Tax Allocation Parity Refunding Bonds So Ind 2007 Series A	Bonds Issued On or Before 12/31/10	09/01/2007	09/01/2022	Bank of New York	Infrastructure Improvements	South Industrial	1,387,193	N	$692,605	-	-	-	673,016	-	$673,016	-	-	-	19,589	-	$19,589
12	2002 Housing Tax Allocation Parity Bonds MERP Housing)	Bonds Issued On or Before 12/31/10	09/01/2002	09/01/2024	Bank of New York	Low/Mod Senior Housing	MERP	1,475,000	N	$489,730	-	201,368	-	288,362	-	$489,730	-	-	-	-	-	$-
16	Ostrom Chevrolet Note Payable	Third-Party Loans	02/01/2009	01/31/2030	Sevecherian	Purchase of Former Ostrom Chevrolet Property	MERP	3,040,008	N	$337,778	-	-	-	168,889	-	$168,889	-	-	-	168,889	-	$168,889
21	Administrative Transaction fee	Admin Costs	07/05/2012	06/30/2014	Various	Admin Overhead and other G&A Chgs	Agency	250,000	N	$250,000	-	-	-	-	125,000	$125,000	-	-	-	-	125,000	$125,000
22	Arbitrage Calculation Costs on Bonds	Fees	03/01/1997	03/01/2027	Arbitrage Compliance Specialists	Preparation of Federal & State Arbitrage Compliance Computations	Agency	8,000	N	$8,000	-	-	-	3,000	-	$3,000	-	-	-	5,000	-	$5,000
24	Project Maintenance Costs	Property Maintenance	07/01/2012	06/30/2030	Various	Costs associated with maintain property owned by SA	Montebello Hills	30,000	N	$30,000	-	-	-	15,000	-	$15,000	-	-	-	15,000	-	$15,000
26	Fiscal agent fees	Fees	07/01/1997	03/01/2027	BNY Western Trust	BNY Western Trust	Agency	20,000	N	$20,000	-	-	-	15,000	-	$15,000	-	-	-	5,000	-	$5,000
36	Low Mod Housing Deferral	Unfunded Liabilities	01/28/2009	12/31/2033	City of Montebello Successor	Per 33333.6(g) of California	Montebello Hills	5,154,689	N	$420,000	-	-	-	210,000	-	$210,000	-	-	-	210,000	-	$210,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 21-22 Total**	**ROPS 21-22A (Jul - Dec)**					**21-22A Total**	**ROPS 21-22B (Jan - Jun)**					**21-22B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
					Housing Agency	Health and Safety Code																
47	2015A Successor Agency Tax Allocation Refunding Bonds (Tax-Exempt)	Bonds Issued After 12/31/10	09/01/2015	09/01/2027	Bank of New York	To refund: HOUSING 02, HILLSIDE 97, HILLSIDE 98A, HILLSIDE 99A, HILLSIDE 09A, SI 99A, SI 99B		15,643,575	N	$3,503,300	-	-	-	3,243,025	-	$3,243,025	-	-	-	260,275	-	$260,275
50	Tax Allocation Parity Refunding Bonds 1999 Series B (Hillside)	Bonds Issued On or Before 12/31/10	11/01/1999	03/01/2024	Bank of New York	Land and Infrastructure Improvements		7,050,000	N	$2,350,000	-	-	-	-	-	$-	-	-	-	2,350,000	-	$2,350,000

Montebello
Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances
July 1, 2018 through June 30, 2019
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/18)** RPTTF amount should exclude "A" period distribution amount.			530,047	4,118,116	271,356	
2	**Revenue/Income (Actual 06/30/19)** RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller				6,021,823	6,994,867	
3	**Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)**			530,047		5,778,422	
4	**Retention of Available Cash Balance (Actual 06/30/19)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 18-19 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		No entry required			1,217,658	
6	**Ending Actual Available Cash Balance (06/30/19) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$10,139,939**	**$270,143**	

Montebello
Recognized Obligation Payment Schedule (ROPS 21-22) - Notes
July 1, 2021 through June 30, 2022

Item #	Notes/Comments
6	
10	
12	
16	
21	
22	
24	
26	
36	
47	
50	

ATTACHMENT C

CITY COUNCIL RESOLUTION NO. 22-03
SUCCESSOR AGENCY RESOLUTION NO. 22-02

A RESOLUTION OF THE SUCCESOR AGENCY OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MONTEBELLO APPROVING THE ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2021-2022

WHEREAS, pursuant to ABx1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Community Development Agency of the City of Montebello was dissolved as of February 1, 2012, and the City of Montebello elected to serve as the Successor Agency to the Former Community Development Agency to the City of Montebello.

WHEREAS, the former Community Redevelopment Agency of the City of Montebello ("Agency") was a community redevelopment agency organized and existing under the California Redevelopment Law.

WHEREAS, pursuant to Health and Safety Code Section 34179(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts.

WHEREAS, the Dissolution Act previously required the Successor Agency to prepare a proposed administrative budget for each six (6) month period and submit it to the Oversight Board and California Department of Finance ("DOF") for approval;

WHEREAS, Senate Bill 107 ("SB 107") was enacted in September 2015, and requires the Successor Agency to create an administrative budget for each fiscal year, and to submit it to the Oversight Board for approval.

WHEREAS, the administrative budget is required to include estimated amounts for Successor Agency administrative costs, proposed sources of payment for such costs, and proposals for arrangements for administrative and operations services provided by a city.

WHEREAS, under SB 107, the administrative budget is not subject to review and approval by DOF and

WHEREAS, the Successor Agency has duly considered the Administrative Budget covering the 2021-2022 Fiscal Year, as such is attached to this Resolution, and is satisfied that such complies with the statutory mandates of the Dissolution Act.

NOW THEREFORE, THE SUCCESSOR AGENCY HEREBY FINDS, DECLARES AND RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part hereof.

SECTION 2 The Successor Agency hereby approves the Administrative Budget for the 2021-2022 Fiscal Year as attached hereto this Resolution.

SECTION 3 The Secretary shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption

PASSED, APPROVED and **ADOPTED** this 12th day of anuary, 2022

imberly A. Cobos-Cawthorne, Mayor/Chairperson

ATTEST:

Christopher imenez,
City Clerk / Agency Secretary

APPROVED AS TO FORM:

Arnold Alvarez-Glasman,
City Attorney / Agency Counsel

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

I, Christopher imenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-03 / Successor Agency Resolution No. 22-02 was passed and adopted by the City Council / Successor Agency 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 12th day of anuary 2022 and that said Resolution was adopted by the following vote, to-wit:

A ES:
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 imenez, City Clerk

ATTACHMENT D

City of Montebello Successor Agency
Administrative Budget
For the period July 1, 2021 to June 30, 2022

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Accounting costs for ROPS Preparation and other admin functions	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	107,796
Allocation of Payroll Cost for City of Montebello Staff	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,004
Indirect Property Maintenence Costs	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Legal Administrative Costs	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	5,183	62,200
	$ 20,833	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 20,833**	**$ 250,000**

Payment Source – Administrative Cost Allowance / RPTTF
Arrangements w/ City re Administrative Services – Successor Agency will utilize City staff / contracted professional service providers to provide administrative support as appropriate

ITEM # 13

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Adopt Resolution No. 22-04 Amending Resolution No. 20-80 updating the Conflict of Interest Code for the City of Montebello**

DATE: January 12, 2022

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 22-04, a Resolution of City Council of the City of Montebello, California, Amending Resolution No. 20-80 updating the Conflict of Interest Code for the City of Montebello in compliance with Government Code requirements; and

2) Direct the City Clerk's office to file the 2022 Local Biennial Notice with the Fair Political Practices Commission; and

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

FISCAL IMPACT

There is no fiscal impact to the City.

BACKGROUND

The Political Reform Act (Government Code Section 87300) requires that the "code reviewing body," here, the City Council, adopt a Conflict of Interest Code for each of the local agencies within its jurisdiction and designate employee positions within each agency that should make disclosures of economic interests. Any position that makes or participates in making governmental decisions which may foreseeably have a material effect on his or her financial interest should be designated in the Conflict of Interest Code. It should be noted that other City officials, such as the City Council, City Manager, City

Attorney and Planning Commissioners are required to disclose economic interests under Government Code Section 87200 and not the City's Conflict of Interest Code.

The City Council last amended the City of Montebello's Conflict of Interest Code in 2020 with the adoption of Resolution No. 20-80.

ANALYSIS

Government Code Section 87306.5 requires that the City review its Conflict of Interest Codes biennially (even-numbered years) to determine whether the Codes need to be revised or amended. City staff has undertaken this review and determined that the listing of designated employees attached to the City's Conflict of Interest Code should be updated. Inclusion of particular staff positions in the Conflict of Interest Code is based on whether a position is involved in making or participating in making governmental decisions. The List of Designated Employees attached as "Appendix A" to the Resolution reflect a current list of employee positions that qualify as filers within the provision of the Political Reform Act and implementing regulations.

SUMMARY

The City Attorney's Office has reviewed the Conflict of Interest Codes and amendments. It would be appropriate for the City Council to adopt a Resolution updating the Conflict of Interest Code for the City of Montebello.

ATTACHMENT:

A. Attachment A – Resolution No. 22-04

ATTACHMENT A

RESOLUTION NO. 22-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEBELLO IN ACCORDANCE WITH THE POLITICAL REFORM ACT

RECITALS

WHEREAS, the Political Reform Act, Government Code Sections 81000 et seq., requires the City of Montebello to adopt, promulgate, and take action regarding the adoption of a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted Title 2, Division 6, California Code of Regulations, Section 18730, which contains the terms of a Standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, the Political Reform Act, Government Code Section 87306.5 requires every government agency to conduct biennial reviews of their Conflict of Interest Code; and

WHEREAS, the City Council last amended the City of Montebello's Conflict of Interest Code in 2020 with the adoption of Resolution No. 20-80; and

WHEREAS, the City Council approves and accepts City staff's completed review of the Conflict of Interest Code and recommended changes to same; and

WHEREAS, the City of Montebello wishes to amend previous Resolution No. 20-80, amending the existing Conflict of Interest Code for the City of Montebello.

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

SECTION 1. AMEND. The City of Montebello amends the City of Montebello Conflict of Interest Code.

SECTION 2. ADOPTION. In compliance with Government Code Section 87300, the terms of Regulation 2, California Code of Regulations, Section 18730 – The Standardized Conflict of Interest Code and any amendments to it, duly adopted by the Fair Political Practices Commission, along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Montebello (Exhibit "1"), which is considered the "Agency" within the purview of this Code.

SECTION 3. STATEMENTS. Designated employees shall file their statements with the Deputy City Clerk, who shall be and perform the duties of filing officer for the City

of Montebello. All newly designated employees shall file an initial statement within thirty (30) days after the effective date of the herein Code. The annual Statement of Economic Interests shall be duly filed no later than April 1 of each calendar year. Statements will be available for inspection and reproduction pursuant to Government Code section 81008.

SECTION 4. PUBLIC OFFICIALS AND EMPLOYEES DESIGNATED. Attached as Appendix "A" to this Resolution and incorporated by reference herein is the updated list of the Public Officials and Employees designated and covered by this code.

SECTION 5. DISCLOSURE CATEGORIES. Attached as Appendix "B" to this Resolution and incorporated by reference herein are the updated Disclosure Categories of this code.

SECTION 6. SAVINGS CLAUSE. Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

SECTION 7. EFFECTIVE DATE. This Resolution supersedes previous Resolution No. 20-80 and shall take effect immediately upon its adoption by the City Council. The City Clerk shall certify to the passage and adoption of this Resolution.

APPROVED AND ADOPTED this 12th day of January 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-04 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 12th day of January 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

Exhibits:
- Exhibit 1 – Conflict of Interest Code

Appendices:
- Appendix A – List of Designations
- Appendix B – Disclosure Categories

EXHIBIT 1

CONFLICT OF INTEREST CODE

CITY OF MONTEBELLO

SECTION 1. AUTHORITY. This code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. STANDARDIZED CODE ADOPTED. The terms of Title 2, Division 6, California Code of Regulations, Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference, and along with the attached Appendix "A," in which officials and employees are specified and designated, and Appendix "B", in which disclosure categories are set forth, to constitute the Conflict of Interest Code of the City of Montebello which is considered the "Agency" within the purview of this Code.

The herein Conflict of Interest Code of the City of Montebello, so adopted, amends any Conflict of Interest Code of the City of Montebello, previously in effect, to conform to the herein newly adopted Code. All terms or words in this Conflict of Interest Code and in its Exhibits shall have such meanings as are associated hereto in the Political Reform Act, as amended from time to time.

SECTION 3. STATEMENTS. Designated employees shall file statements of economic interests with the City Clerk, who shall be and will perform the duties of filing officer for the City of Montebello. All newly designated employees shall file an initial statement within thirty days after the effective date of the herein Code. The annual statement of economic interests shall be duly filed no later than April 1 of each calendar year.

SECTION 4. EFFECTIVE DATE. This Code shall take effect immediately upon its approval by the City Council of the City of Montebello.

APPENDIX "A"

LIST OF DESIGNATIONS

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

Public Officials required to file Disclosure Statements:
Mayor
City Council
City Manager
City Clerk
City Treasurer
City Attorney

Note: All the above are category 1 filers.

Commission Members required to File Disclosure Statements:
Planning Commissioners
Fiscal Accountability and Investment Committee
Personnel Advisory Commission
Parks and Recreation Commission
Traffic Committee

Note: All the above are category 1 filers.

Designated Position	Disclosure Categories
Accountant	1, 4
Accounting Manager	1, 4
Assistant City Manager	1, 4, 6
Assistant Fire Chief	1, 4
Building Official	1, 4, 6
Captain (Fire/Police)	1, 4
Deputy City Clerk	1, 4
Deputy Director	1, 4
Deputy Director of Finance	1, 4, 6
Deputy Fire Chief	1, 4
Director of Finance	1, 4, 6
Director of Human Resources and Information Technology	1, 4, 6, 8, 9
Director of Planning & Community Development	1, 4, 6, 7
Director of Public Works	1, 4, 6
Director of Recreation & Community Services	1, 4
Director of Transportation	1, 4
Economic Development Manager	1, 6
Fire Battalion Chief	1, 4
Fire Chief	1, 4

Designated Position	Disclosure Categories
Fire Inspector I/II	1, 4
Fire Marshal	1, 4
Human Resources Manager□	1, 4, 6
Planning Manager	1, 6
Police Chief	1, 4
Risk Manager	1, 4, 6
Senior Management Analyst	1, 4
Transit Administrative Manager	1, 4
Transit Finance Supervisor	1, 4
CONSULTANTS Consultant that make or participate in making government decisions shall disclose information required by Categories 1, and 4 herein, subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.	1, 4

□indicates new positions

APPENDIX “B”

DISCLOSURE CATEGORIES

Definition

"'Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.

2. All investments, business positions and sources of income, including gifts, loans, and travel payments.

3. All interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.

4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City

5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.

6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.

7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.

9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Report of Emergency Repair and Replacement of the Beach Street Storm Drain**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Receive and file the City Manager's report of an emergency repair of the Beach Street Storm Drain pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and

2) Determine and find that the severely deteriorated condition of the Beach Street Storm Drain poses a serious and eminent threat to public safety due to its severely deteriorated condition; and

3) By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the replacement of the Beach Street Storm Drain, in accordance with California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140; and

4) Authorize the City Manager to finalize the proposed Agreement No. 3947 with Mike Bubalo Construction Co. (attached hereto in substantial form as Attachment B) for the construction of the replacement of the Beach Street Storm Drain at an estimated total cost of $390,000; and

5) Amend the Fiscal Year 2021-22 budget by increasing appropriations $535,000 in Account No. 100-30-315-6040.45 (General Fund, Public Works, Stormwater, Contract Services – Storm Drain Maintenance) for emergency response, repair and replacement work; and

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

FISCAL IMPACT

Because of the uncertain nature and extent of the damage, the cost of the initial emergency response and repair services provided by Mike Bubalo Construction Co. was tracked on a time-and-material basis. This initial cost is not anticipated to exceed $125,000.

The recommended emergency replacement of the Beach Street Storm Drain is estimated to cost $410,000. The total cost of $535,000 will be paid from the General Fund, Account No. 100-30-315-6040.46 (Public Works, Stormwater, Contract Services – Storm Drain Maintenance).

A portion of the City's allocation of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) will be utilized to offset these expenses. Sewer and water infrastructure repair is one of the various allowed uses for CSLFRF revenue. As presented at the September 1, 2021 City Council Study Session, Staff outlined various proposed uses for the $16.59 million in CSLFRF revenue the City would receive over the next two years. Sewer and water infrastructure was one of the recommended uses, given the overwhelming need to fund critical sewer, water and storm drain repair and replacement projects.

BACKGROUND

On December 14, 2021, the Director of Public Works received an email from Los Angeles County Department of Public Works (LACDPW) Stormwater Maintenance staff (Attachment A) notifying the City of damage to the dirt slope at the outlet of the Beach Street Storm Drain near the intersection of Beach Street and Bluff Road. LACDPW requested the City's immediate attention to this matter.

In response to this email, Public Works contacted LACDPW staff and met them at the site on December 16th to inform them that an underground contractor (Mike Bubalo Construction Co.) was on standby to complete emergency repairs prior to the storms forecasted for the following week. LACDPW issued a permit for temporary repairs and agreed to meet at the site on Monday (December 20th) once the contractor had completed exploratory excavation and the City had developed a plan of action for repairs that could be completed before the rain forecasted to begin on Thursday (December 23rd). The meeting occurred in the afternoon on Monday (December 20th) and the County agreed to the proposed temporary repairs.

The contractor worked Monday through Thursday (the week of December 20th) and completed the temporary repairs as the rain started on Thursday afternoon. The work completed included construction of a temporary diversion pipe from the intersection of Beach Street and Bluff Road down the slope and into LACDPW's spreading ground. The diversion pipe intercepts the severely deteriorated storm drain pipe in the intersection and discharges at the bottom of the already severely eroded slope within the LACDPW property

to prevent further slope erosion. Further slope erosion could undermine Bluff Road which would likely cause the rupture of a water main (12-inch diameter asbestos cement pipe) belonging to South Montebello Irrigation District as well as other underground utilities and cause further erosion of the slope. The temporary diversion pipe has effectively prevented further slope erosion through the recent rain storms and is anticipated to provide an adequate outlet until a permanent outlet is constructed.

On Monday (December 27th), a sinkhole was discovered at the upstream end of the storm drain system adjacent to a catch basin at the northwest corner of Beach Street and 4th Street. The contractor completed the replacement of the catch basin connector pipe at this location on Wednesday (December 29th), prior to the start of the rain storm that occurred on December 30th. They returned on Friday (December 31st) and Monday (January 3rd) for pavement restoration and general cleanup of the site. This completed the initial emergency response and repair services.

Additionally, an underground Closed Circuit Television (CCTV) contractor completed the CCTV inspection of the storm drain mainline pipe on Tuesday (December 28th). The CCTV inspection shows severe deterioration of the corrugated metal pipe (CMP) that was installed in 1948.

ANALYSIS

In response to LACDPW's notice and demand for immediate action to prevent additional slope erosion, the contractor (i.e., Mike Bubalo Construction Co.) was issued a Notice to Proceed on a time-and-material basis without bidding under the City Manager's authority in accordance with Section 3.20.140 of the Montebello Municipal Code. Pursuant to MMC Section 3.20.140, the City Manager has the vested authority in cases of emergency "to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts…." Upon taking such action, the City Manager is required to provide a report to City Council of such action at the next regular City Council meeting. This report provides such notice.

Although the CCTV inspections show that the existing pipe is deteriorated throughout, the deterioration is especially severe in the lower half of the storm drain, between 3rd Street and Bluff Road. The size and number of holes in the existing pipe wall in this area are likely to cause additional erosion near the slope with continued and prolonged rain storms. The storm season to date has produced rainfall totals that are well above average and the likelihood of continued above-average rainfall for the remainder of the rain season is high. Therefore, the replacement of the storm drain is recommended as soon as possible in order to protect the slope at Bluff Road, the Beach Street roadway and existing underground infrastructure. At least one sinkhole was repaired on Beach Street at 4th Street and the likelihood of experiencing additional sinkholes along Beach Street is high.

Mike Bubalo Construction Co., the contactor that completed the temporary emergency outlet repair, has provided an estimate for replacing the entire storm drain upstream of the temporary outlet. This includes constructing 700 lineal feet of 24-inch reinforced concrete pipe (RCP) and appurtenant manhole structures and three catch basins at a total cost estimated at $410,000. Public Works has reviewed this estimate and it is a reasonable cost that is within the range of the market value for this type of infrastructure construction, at a lineal price of $585, including appurtenant structures. Replacement by emergency contract is recommended due to the amount of time it would take to develop plans and specifications for bidding. Adding the standard bidding procedures, the storm drain would not be replaced before the end of this rainy season.

ENVIRONMENTAL

The recommended emergency repairs are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations Title 14 Section 15269.

SUMMARY

The City Council is being asked to receive and file the City Manager's report regarding the emergency response and repair of the Beach Street Storm Drain completed by Mike Bubalo Construction Co. Additionally, the City Council is being asked to consider authorizing the City Manager to approve an agreement with Mike Bubalo Construction Co. in the amount not-to-exceed $535,000, utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140.

City staff will continue to coordinate the permitting by LACDPW of permanent repairs of the slope and storm drain outlet which will be completed as a separate project.

The City Council will also consider amending the adopted Fiscal Year 2021-22 budget by increasing appropriations by $535,000, in the General Fund (Account No. 100-30-315-6040.46, Public Works, Stormwater, Contract Services – Storm Drain Maintenance). A portion of the City's funding from the CSLFRF will be used to offset these costs, as this project falls within a permitted use focused on improving sewer and water infrastructure.

ATTACHMENTS:

A. Attachment A – Email from LACDPW dated December 14, 2021
B. Attachment B – Draft Agreement

Enriquez, James

From: Jemellee Cruz <JCRUZ@dpw.lacounty.gov>
Sent: Tuesday, December 14, 2021 1:01 PM
To: Enriquez, James; Mahdad Derakhshani
Cc: Robert Scharf; Ron Lacayo; Win Naing (PW); Ben Limosnero; Fady Attia; Orlando Almader
Subject: RHSG Basin 3W - City's drain causing erosion
Attachments: 500-900 S. Bluff road.pdf

Hello, James! This is urgent…

Our Rio Hondo SG's Supt. and Foreman notified us of City's damaged slope drain along Bluff Road (nearest cross street: Beach) that is causing erosion on the slope and on our RHSG's Basin 3W access road. A light pole atop Bluff Rd is also impacted and maybe potentially cave in and fall due to the slope erosion on the edge of the street pavement. This is one of the locations where the City planned on replacing the perimeter fencing.

We'd appreciate the City's attention on this urgent matter. Pls. let us know when you can have your City staff investigate this and meet us on site.

Thank you.

Jemellee Cruz, P.E.
She, her, hers
Civil Engineer
Los Angeles County Public Works
(562) 861-0316

NOTE: I am currently teleworking and email is the best way to reach me.

Public Works
LOS ANGELES COUNTY

From: Orlando Almader <oalmader@dpw.lacounty.gov>
Sent: Tuesday, December 14, 2021 11:57 AM
To: Jemellee Cruz <JCRUZ@dpw.lacounty.gov>
Cc: Ben Limosnero <BLIMOSNE@dpw.lacounty.gov>; Win Naing (PW) <WNAING@dpw.lacounty.gov>; Fady Attia <FATTIA@dpw.lacounty.gov>; Ron Lacayo <RLACAYO@dpw.lacounty.gov>; Robert Scharf <BSCHARF@dpw.lacounty.gov>
Subject: RHSG Basin 3W

Good Morning,

On going right now undermining at Rio Hondo Basin 3 W access road run off water from CMP pipe coming from Bluff Rd and Beach utility pole may be at risk of falling over and access road undermining

RHSG crew is going to try and divert water away and back fill with dirt temporarily to prevent further damage .

Regards ,

Orlando Almader




Dec 14, 2021 at 11:09:39 AM
+33.995731,-118.108648
500-636 S Bluff Rd
Montebello CA 90640
United States


Dec 14, 2021 at 11:09:57 AM
+33.995819, -118.108627
500–636 S Bluff Rd
Montebello CA 90640
United States


Dec 14, 2021 at 11:11:03 AM
+33.995835,-118.108521
701–799 S Bluff Rd
Montebello CA 90640
United States


Dec 14, 2021 at 11:11:09 AM
+33.995835, -118.108521
701-799 S Bluff Rd
Montebello, CA 90640
United States


Dec 14, 2021 at 11:22:47 AM
+33.995710, -118.108839
500–636 S Bluff Rd
Montebello CA 90640
United States
BLUFF
BEACH
100
ST
W
STOP



Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

ATTACHMENT B

CITY OF MONTEBELLO

STANDARD PUBLIC WORKS AGREEMENT NO. 3947
WITH MIKE BUBALO CONSTRUCTION

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on January 12, 2022 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MIKE BUBALO CONSTRUCTION CO., INC. ("CONTRACTOR"). The 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 _____ services to the CITY ("PROJECT"); and

WHEREAS, 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 the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the CONTRACT DOCUMENTS for the PROJECT shall consist of CONTRACTOR's Quote for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the "Agreement Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

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

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S Quote dated _____
3. Standard drawings
4. Details
5. Special provisions, if any
7. General specifications and all referenced specifications

DRAFT

SECTION 2. THE WORK

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

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 one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1) additional, one-year extension 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 the CITY's applicable, department head.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Three Hundred Ninety Thousand, Five Dollars and 00/100 Cents ($390,005.00),** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period

DRAFT

covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

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

SECTION 5. UNDOCUMENTED WORKERS

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

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within _____ Working Days from the commencement thereof.

DRAFT

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

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

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

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

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

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

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type _____ for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

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

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to

DRAFT

Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

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

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

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

8.7. Unfair Business Practices Claims.

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

8.8. Day's Work.

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

DRAFT

8.9. Payroll Records.

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

8.10. Employment of Apprentices.

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

8.11. Records Audit

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

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site.

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

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

DRAFT

6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

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

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

DRAFT

c. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SECTION 12. INSURANCE REQUIREMENTS

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

b. Evidence of Insurance prior to commencement. 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

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of two hundred dollars ($200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in

DRAFT

accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

(1) Informal negotiation between the CITY and CONTRACTOR.
(2) Mediation with CONTRACTOR.
(3) Court mandated Arbitration.
(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

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

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

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

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of

DRAFT

Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

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

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

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

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 18. NOTICE OF COMPLETION

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

DRAFT

SECTION 19. AUTHORITY

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

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

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

SECTION 22. INDEPENDENT CONTRACTOR

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

SECTION 23. NOTICE

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

DRAFT

To the CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rbobadilla@cityofmontebello.com
With copy to:	City of Montebello – Department of Public Works Attn: James Enriquez, P.E., Director/City Engineer 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: jenriquez@cityofmontebello.com
To CONTRACTOR:	Mike Bubalo Construction Co., Inc. Attn: _____ 5102 Gayhurst Ave. Baldwin Park, CA 91706 [ENTER PHONE NUMBER] Email: [ENTER EMAIL]

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 25. CUMULATIVE REMEDIES

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

SECTION 26. COUNTERPARTS

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

[**SIGNATURE PAGE TO FOLLOW**]

DRAFT

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

CITY OF MONTEBELLO
("CITY")

By: _____
René Bobadilla, City Manager

Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

MIKE BUBALO CONSTRUCTION CO., INC.
("CONTRACTOR")

By:
_____

Date: _____

By: _____

Date: _____

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Warranty Bond

DRAFT

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

2. **Automobile Liability.**

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

3. **Worker's Compensation.**

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

DRAFT

4. **Additional Insureds.**

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

5. **Notice of Cancellation.**

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

6. **Severability Clause.**

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

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

7. **Qualifications of Insurer.**

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

8. **Approval of Insurer.**

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

9. **Payment of Premiums.**

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

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

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

DRAFT

(Use of City Bond Form is Required)

EXHIBIT "B"

PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

DRAFT

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

DRAFT

(Use of City Bond Form is Required)

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

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

_____

_____

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

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

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

_____

_____

_____

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

_____

_____

_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's

DRAFT

fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

DRAFT

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

DRAFT

(Use of City Bond Form is Required)

EXHIBIT "D"
Warranty Bond
PUBLIC WORKS (CALIFORNIA)

WHEREAS, the City Council of the City of _____, State of California, and _____, (hereinafter designated as "Principal") have entered into a written Agreement (the "Agreement") dated _____ whereby Principal agrees to install and complete certain designated public improvements, which Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____ _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of _____, (hereinafter called "City"), in the penal sum of _____Doll ars, ($_____) lawful money of the United States, which is 50% of the amount of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

DRAFT

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

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

APPROVED AS TO FORM:

_____
City Attorney

DRAFT

ITEM #___15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Beach Street Pavement Rehabilitation Project - Phase 1 (From Vail Avenue to 5th Street), CP No. 883 – Engagement Letter for Construction Management & Inspection Services by AIM Consulting Services**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Award Task Order No. 2 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for a not-to-exceed-fee of $92,126; and

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

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

FISCAL IMPACT

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

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

BACKGROUND

The Beach Street Pavement Rehabilitation Project (Phase 1) limits are from Vail Avenue to 5th Avenue and includes the removal and reconstruction of existing damaged concrete

sidewalks, curb and gutters, cross gutters, concrete driveway approaches and concrete curb ramps. The project also includes cold milling and reconstruction of the existing asphalt concrete (AC) pavement.

On December 8, 2021, the City Council awarded a construction contract to Gentry Brothers, Inc. in the amount of $926,849.

A street project of this magnitude and complexity requires full time oversight and management by the city. Management of the project will involve contract administration, construction management and inspection, utility coordination, labor compliance, material testing, and project close out services.

The recommended Engagement Letter with AIM Consulting Services will provide the required full-time management with an experienced manager that has successfully delivered numerous street projects of this magnitude.

ANALYSIS

AIM Consulting Services (ACS) was selected for the City's On-call Construction Management / Inspection Bench List in response to RFP No. 21-32, a qualification based selection. Master Retainer Agreement No. 3919 with ACS was approved by the City Council on October 13, 2021. The recommended Engagement Letter is Task No. 2 for ACS. The fee proposed by ACS is based on the contractual hourly rate, per the Master Retainer Agreement, for the staff that will be working on the project. Hours will be tracked monthly. It is estimated that the work for the duration of the project will require a total of 400 hours resulting in a fee of $73,600, plus sub-consultant fees in the amount of $18,526. The total fee is $92,126.

SUMMARY

Upon approval of the recommended actions, staff will execute the Engagement Letter with AIM Consulting Services and coordinate the completion of the Project. Sufficient appropriations exist in various accounts – based on the allocated funding source per the approved CIP Budget – and, therefore, no budget amendments are needed.

ATTACHMENT:

A. Attachment A – Engagement Letter for AIM Consulting Services

ATTACHMENT A

January 12, 2022

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
12121 Valley Boulevard, Ste 206
El Monte, CA 91732

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE Beach Street Pavement and Storm Drain Rehabilitation Project - Phase 1 (From Vail Avenue to 5th Street), CP No. 883
AGREEMENT NO. 3919
TASK NO. 2

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage AIM Consulting Services (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. 3919) approved by the City Council on October 13, 2021 and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed ninety-two thousand one hundred and twenty-six dollars ($92,126), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on October 13, 2021 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 Director of Public Works / City Engineer. 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 Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

Recommended By:

Rene Bobadilla, P.E.
City Manager

AIM Consulting Services

By: _____
Its: _____

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

Exhibit A

Scope of Work and Cost Breakdown

EXHIBIT A

AIM Consulting Services

December 13, 2021

Mr. James Enriquez, P.E. Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 – 3932

RE: BEACH STREET PAVEMENT REHABILITATION PROJECT PHASE I FROM VAIL AVENUE TO 5TH STREET, PROJECT # CP NO. 883

Dear Mr. Enriquez,

AIM Consulting Services (AIMCS) is pleased to submit the enclosed proposal for the above referenced project. **AIMCS** has the expertise and the management techniques to deliver a comprehensive construction management and inspection program for the City of Montebello. AIMCS provides full-service ***contract administration, construction management and inspection, utility coordination, labor compliance, material testing, and project close out services***, encompassing scheduling, cost estimating, value engineering, risk assessment, constructability reviews in support of the successful execution of your project. AIMCS has provided these services on a wide variety of public works projects to upgrade and modernize infrastructure, facilities, and transportation systems in major urban areas throughout the County, with directly relevant experience in Southern California as the Program/Construction Manager and Inspector of Record for the design and construction of numerous projects for the City of Pico Rivera Department of Public Works (DPW), City of El Monte DPW, Huntington Park DPW, Los Angeles County DPW, Los Angeles Unified School District, Los Angeles Community College District and Los Angeles MTA.

AIMCS is a California 'S' Corporation, CA No. C2856830 and EID No. 22-3921891. AIMCS is certified as a MBE under the County of Los Angeles Community Business Enterprise [CBE] Program and a Small Business Enterprise [SBE] with the State of California Department of General Services [CA, DGS].

Our proposed team members includes Jonathan Ko who will act in a duel capacity as the (CM) and (Inspector of Record).

Total Not to Exceed Cost to provide CM/Inspection services for the 45 day project duration in addition to 5 days close for a total of 50 days is $73,600 not including materials testing.

Added Services

Labor Compliance - Pacific Resources (10%)	$3,212.00
Materials Testing – Kleinfelder (10%)	$15,313.10

As President of AIMCS and Principal-in-Charge for your projects, I have read and fully understand the services being solicited. If you have any questions regarding the information provided, please feel free to contact me at your convenience.

Sincerely,

Gabriel Perez, President

CONSTRUCTION MANAGEMENT SERVICES

Our Principals and staff have experience in managing construction of capital improvement projects including bridge construction, road reconstruction and sidewalk improvements, safety improvements and utility relocations, roadway replacement, widening and repair work, painting and cleaning, asbestos removal, storm water management and drainage systems, ***intersection and traffic signal improvements, roadway and street lighting,*** retaining walls and landscaping, and as-needed emergency repair work.

Much of AIMCS's work has involved overseeing the implementation of complex construction staging plans and MOT schemes to minimize impacts on ongoing transportation and business operations. In addition, Our proposed construction managers have experience working with Public Agencies on similar assignments, including experience in dealing with Public Agency Staff, Council and Commissions.

Our services include design management, value engineering, constructability reviews, construction contract packaging, bid and award administration, cost control, estimating, CPM scheduling, document control, contract administration, claims mitigation, FF&E coordination, ADA Compliance, transition planning, project closeout with expertise in jurisdictional agency requirements, and warranty administration. All of our key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. In many instances, Principals have written policies and procedures currently being used today at LA County Department of Public Works, LAUSD, MTA, and the City of El Monte.

Our experienced Construction managers have worked on a wide range of complex projects. By leveraging our vast knowledge in managing multi-project, geographically and content-diverse programs, our clients have access to tools and solutions developed that meet their specific program needs:

- Real-time safety, schedule, cost, quality, cash flow, and status
- Web-based interactive systems that provide real-time communication, information access, availability, and reports
- Simple, low-cost implementation processes
- Specific modifications to meet customer requirements
- Effective business processes and methodologies

AIMCS is a leading Construction management firm because we understand all of the elements involved in a successful project. We manage the owner's design, construction, outreach to stakeholders and the public, and budget—as well as developing processes, procedures, and systems—and we then apply our resources to those systems in order to deliver a cost-effective project on schedule and within budget.

AIMCS also has extensive experience in developing phasing and maintenance and protection (MPT) of traffic plans to make sure that infrastructure improvements are implemented with minimal impact to ongoing business and community operations.

AIMCS offers the City local expertise and experience complemented by an unparalleled depth of local resources to support the CM team for the duration of any project.

INSPECTION SERVICES

AIMCS's goal is to provide the necessary construction inspection services to make sure that projects are completed in compliance with the contract plans and specifications, on schedule, and with minimal change orders. AIMCS has provided detailed inspection services for construction activities, performing field measurements, collecting data, and preparing record plans showing all changes from initial project plans. All services have been performed in accordance with the respective agency's latest construction practices, policies, and procedures.
AIMCS staff is experienced working with public municipalities, school districts, and private establishments to provide a full range of review and inspection services related to bridges, roadways, pedestrian access, storm water drainage, sewer systems, utilities, parking, and lighting for both new and existing facilities construction. AIMCS also has extensive experience in developing phasing and maintenance and protection (MPT) of traffic plans to make sure that infrastructure improvements are implemented with minimal impact to ongoing business and community operations. AIMCS offers the City of Montebello local expertise and experience complemented by modern equipment to support the Inspection team for the duration of any project.

AIMCS conducts regular inspections to determine whether field work is compliant with construction document requirements. AIMCS makes sure that inspections are carefully documented on a daily basis. For this purpose, our inspectors prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on jobsite)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

AIM Consulting Services inspectors collaborate with Designers and client departments to provide design and construction oversight on street improvement projects, streetscape projects, traffic signal and electrical installations, park and paly ground equipment projects, underground water, sewer, storm drain projects and building construction

projects for K-12 schools, community colleges, and various other municipal owned and leased facilities. We additionally collaborate with jurisdictional agencies to develop accessibility, structural safety, fire and life safety, and historical building codes and standards utilized in various public and private buildings throughout the State of California.

Our Inspectors are trained, educated and experienced on Caltrans and Federally Funded Projects, Cal Osha safety program, California Title 24, California Code of Regulations (CCR), as well as CAL Green Code (Effective 01/01/11), and High Performance Incentive Program (HPI) which promotes the use of high performance attributes in new construction and modernization projects for taxing agencies and K-12 schools. Additionally, AIM Consulting Services inspectors remain current with; Energy Efficiency Regulations Sustainability Design Guidelines Grid Neutral Program which is a step-by-step guidebook to assist California taxing agencies, schools and community colleges cut energy cost through on-site energy generation; and the Commissioning Process Guide which is a guideline to assist stakeholders in understanding the commissioning process and their role in it.

AIMCS professionals are ***among the most skilled program and construction managers, resident engineering inspectors,*** project controls specialists, planners, and engineers. Our in-house services offered by the firm provide clients with "one stop shop"—working from our local office or as an extension of staff from the offices of our clients. AIMCS's early commitment to incorporate project requirements and to respond proactively to the client's goals and objectives leads to excellent client relationships. The synergy of our efforts has been enhanced by the values and culture initiated by those who have preceded us, and we believe AIMCS's future success hinges on our ability to maintain this legacy.

THE AIMCS TEAM

Led by AIMCS, our proposed Team offers the City of Montebello the leadership and technical expertise required to deliver the services called for in this RFP. Construction management, inspection, administration, professional support services and project controls services will be provided by AIM Consulting Services, with professional resources and augmentation by our subconsultants. These well-known and respected entities have strong and long standing professional relationships with AIMCS in Southern California, including current work for the Los Angeles County Department of Public Works, MTA, LACCD, LAUSD, and CALTRANS.

APPROACH & METHODOLOGY

To develop our approach and methodology to provide expert Construction Management and Inspection service for the City of Montebello, we must first familiarize ourselves with the projects themselves, identifying any unique challenges, and then set out to identify the quantity and caliber of resources necessary to exceed your expectations.

Hence, our approach and methodology is comprised of the following sections:

- Project Understanding
- Understanding Scope of Services & Deliverables
- AIMCS Project Approach
- Methodology for Successfully Delivering our Services

SCOPE OF WORK

In order to develop a comprehensive approach and methodology for the delivery of the project, AIMCS invests considerable time and energy up front so that we may fully understand the project's scope, schedule, and budget—all of which are critical when starting a new project. Our existing knowledge and understanding of this project is based on the project description and carefull review of sheets 1-15 of the project plans. Our understanding and experience working with the City on similar projects with the existing project team will enable us to develop responsive approach, methodology, processes, procedures, and communications protocols for managing the successful delivery of this important project.

Project Consist of the following:

- REMOVE (GRIND) EXISTING AC PAVEMENT, BASE, AND SUBGRADE. DEPTH INDICATED ON PAVEMENT SECTIONS ON SHEET 10
- GRIND EXISTING AC PAVEMENT TO A DEPTH OF 2 INCHES
- CONSTRUCT 5-INCH B-PG-64-10 AC BASE
- CONSTRUCT 3-INCH B-PG-64-10 AC BASE
- CONSTRUCT 2-INCH C2-PG-64-10 AC OVERLAY
- REMOVE AND REPLACE 2-FOOT WIDE FULL-DEPTH AC LIP (C2-PG-64-10) AT CURBS AND GUTTERS.
- REMOVE AND REPLACE 14-FOOT (W) x 3-INCH (H) LACDPW STANDARD AC SPEED HUMP (C2-PG-64-10)
- REMOVE EXISTING CURB RAMP. CONSTRUCT NEW CURB RAMP PER SSPWC STD. PLAN 111-5. CASE AND TYPE PER PLAN.
- INSTALL ADA TRUNCATED DOME PAD ON EXIST. CURB RAMP
- REMOVE AND REPLACE EXISTING CURB AND GUTTER PER SSPWC STD. PLAN 120-2. TYPE AND SIZE PER PLAN.
- SAWCUT, REMOVE, AND REPLACE EXISTING CROSS-GUTTER PER SSPWC STD. PLAN 122-2. WIDTH PER PLAN.
- SAWCUT, REMOVE, AND REPLACE EXISTING SIDEWALK PER SSPWC STD. PLAN 112-2 AND 113-2

- SAWCUT, REMOVE, AND REPLACE DRIVEWAY APPROACH PER SSPWC STD. PLAN 110-2. TYPE TO MATCH EXIST. SEE DETAIL ON SHEET 13.
- GRIND RAISED EDGE ON SIDEWALK
- GRIND AND REMOVE EXISTING TREE ROOTS TO DEPTH OF 18 INCHES REMOVE EXISTING TREE AND ROOTS PER CERTIFIED (LICENSED) ARBORIST'S DIRECTION.
- ADJUST EXISTING VALVE TO FINISHED GRADE ADJUST EXISTING MANHOLE TO FINISHED GRADE
- REMOVE & REPLACE EXIST. TYPE A TRAFFIC LOOP DETECTORS
- REMOVE & REPLACE EXIST. TYPE C TRAFFIC LOOP DETECTORS RESET SURVEY MONUMENT OR CENTERLINE TIE
- PROTECT IN PLACE
- INSTALL YELLOW CENTERLINE PER CALTRANS STANDARD PLAN A20A DETAIL 1 (FOR BEACH STREET) OR DETAIL 22 (FOR GREENWOOD AVENUE & MONTEBELLO BOULEVARD), EXCEPT AS NOTED
- INSTALL 12-INCH WIDE WHITE LIMIT LINE PER CALTRANS STANDARD PLAN A24E
- INSTALL 12" WIDE CROSSWALK STRIPING PER CALTRANS STANDARD PLAN A24F. YELLOW COLOR UNLESS OTHERWISE NOTED ON PLAN.
- INSTALL PAVEMENT MARKINGS (WORDS) PER CALTRANS STANDARD PLANS A24D. COLOR PER PLAN.
- INSTALL BLUE RETRO-REFLECTIVE RAISED PAVEMENT MARKER (FOR FIRE HYDRANTS) PER CAMUTCD FIGURE 3B-102
- INSTALL SPEED HUMP PAVEMENT MARKINGS PER MUTCD FIGURE 3B-29 OPTION A
- INSTALL ARROW STRIPING PER CALTRANS STANDARD PLAN A24A
- INSTALL RED-COLORED CURB PAINTING
- INSTALL HANDICAP PAVEMENT MARKINGS PER CALTRANS STANDARD PLAN A24C

Streets to be impacted are Beach Street., Vale Ave., Maple Ave., South Park Ave., South Taylor Ave., Davis Ave., Greenwood Ave., South 10th Street., South Spruce Street., Montebello Blvd., South 6th Street., South 5th Street.,

AIM Consulting Services has reviewed the City of Montebello proposed project along Beach Street. We understand that the project will be implemented to meet LAPM and Metro procedures and the City's requirements. The services to be provided include the following:

- Task 1, Construction Management
- Task 2, Construction Inspection

AIMCS will comply with Scope of Services and details as described under each task. These services will be applied on the type of construction street improvements and all associated works. It is also required that the contractor, addresses the road geometry per its original concept with improvements to the project plans:

PRE-CONSTRUCTION MEETING

The Construction Manager is responsible for all efforts mentioned in Task 1 illustrated in the RFP. Upon issuance of both the construction and management contracts, AIMCS will identify all stakeholders related to this contract, starting from the City Officials, Architects, Engineers all utility companies, and to the contractor, A pre-construction meeting will be held as a kickoff for the project for everybody to recognize each other and understand the role each person plays. At which time contacts will be established to meet communication needs. It is required that the contractor fully understand their scope of work, plans, specifications, and requirements. A submittal log will be required from the contractor to determine the type and method of how each component of work will be accomplished. The city through the manager will spell out the city's expectations and request that the contractor meet the project requirements. The frequency of progress payment will be discussed. The contractor is required to submit a construction schedule in a format acceptable to the city with interim milestones identified if necessary. This schedule explains contractor approach when approved will form the basis for monitoring future progress. It is the responsibility of the Construction Manager to notify all affected utility companies (City of Montebello, AT&T Substructures, California Water Service, Charter Communication, The Gas Company, Southern California Edison, Meropolitan Water District of Southern California, South Montebello Irrigation District, Montebello Police Department, Montebello Fire Department, prior to construction. The Project Manager will review and explain work scope to each of these entities to ensure they understand the work scope, express their needs and find solutions for conflicts if arising.

PROJECT DAILY OBSERVATION AND INSPECTION

AIMCS will assigned a fulltime inspector during construction. His/her duties include all activities mentioned in Task 2 of the RFP. It is our expectations that all requirements in Task 2 are met. The Inspector's primary role include supervising and monitoring contractor's daily activities per the City, LAPM, Metro, and grant requirements. He/She will maintain a daily records of job progress including names of subcontractors, their employee on site and type of activities performed. Job photos will be taken daily with descriptions noted on each photo. The hours of work, weather, and site conditions will be recorded as well. He/She will identify any difficulties, issues or problems encountered by the contractor. He/She will also coordinate with the City Officials, Utility Companies, and Community Relation Officers when required. It is also the responsibility of the Inspector to ensure that the contractor's work complies with the plans and specifications. The Inspector will also ensure the Contractor is watching out for the safety of the pedestrians, workers and motorist within the construction site. A joint measurement will be held with the contractor to measure and agree on quantities of work accomplished for each month. These values will be used towards assessing contractor's monthly progress payment request. The Inspector cannot authorize any change order work but may be authorized to verify time and material tickets by the City for additional work as required.

CONSTRUCTION MANAGEMENT DURING PROJECT EXECUTION.

In view of the short term construction period of 95 working days, it is recommended to hold weekly construction meeting. Issues will surface as project progresses. One on the main purpose is to utilize the weekly meeting to discuss and seek joint resolution within the requirements of the project. The project manager will request the contractor to provide the status of the project through schedule update The status of submittals and Request For Information will also be discussed and resolved accordingly. The primary function of the Construction Manager is for the successful management of the project which include monitoring schedule, budget, and all miscellaneous functions mentioned under Task 1. The Construction Manager will be responsible to review contractors change order request and their proposals if arising and make recommendations to the City as required. It is necessary and upon authorization by the City that the Construction Manager will be engaged in change order negotiation with the Contractor. Both the Construction Manager and the Inspector will work hand in hand and coordinate to implement Task 3, 4, and 5 in addition to their core responsibilities. Material testing under Task 4 will be carried out when required to meet the required Quality Assurance Program (QAP). AIMCS will engage with a material testing lab as required.

LABOR COMPLIANCE

AIMCS will engage an employee to act as an extension of City staff to manage the project to meet requirements per the City, LAPM, Metro and grant requirements as mentioned under Task 3 of the RFP. The consultant employee will perform the bid analysis and submit to Metro the Award Package, monthly invoices and other documentation as required per City, LAPM, Metro and grant requirements. In addition, the consultant employee will coordinate with the City 's Labor Compliance Consultant in accordance with the LAPM.

MATERIAL TESTING (KLEINFELDER)

As requested by AIM Consulting Services, the Kleinfelder team will provide the following construction materials testing services in conformance with Caltrans requirements and the City's QAP manual:

- Structural cast-in-place concrete sampling, and testing.
- Soils, aggregate base, and asphalt concrete observation, sampling, and testing.
- Laboratory concrete, soils, aggregate base, and asphalt concrete testing.
- Preparation of a final report documenting materials testing.

The estimated durations, quantities and services should be considered approximate and subject to change based on the contractor's actual methodology and work schedule. Kleinfelder will provide a Project Manager to coordinate and provide oversight of our field personnel for our services. Kleinfelder will staff the project with technicians appropriately certified and approved by the jurisdictional authority to perform materials testing services on each element of work being observed, tested, or inspected.

Concrete Sampling and Testing

Kleinfelder will provide a Caltrans certified material tester to perform services which are anticipated to include slump and temperature tests, and casting concrete specimens for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our laboratory after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification. We have assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate, and admixtures) will be submitted to the Engineer of Record to eliminate qualification testing by us. We have not included concrete batch plant inspection as part of this proposal. Kleinfelder can provide these services for an additional fee if desired following our receipt of appropriate authorization.

Soils and Aggregate Base Observation and Testing

Kleinfelder will staff the project with a soils technician to observe and test the soil during backfill, compaction, excavation of footings, and preparation of roadway subgrade. Our services will include in-situ density testing by nuclear and/or sand cone method. Compaction testing will be performed to document that in-place soil density and moisture content of engineered fills are within the allowable range based on industry standards. Our personnel will sample materials for transportation to our laboratory to provide Caltrans test method 216 and 231 testing as needed and described in our fee. If additional testing is required, Kleinfelder can perform these services for an additional fee after receiving appropriate authorization.

Asphalt Concrete Observation and Testing

Our services will include continuous field density testing during placement of asphalt concrete pavement and periodic batch plant inspection on an as requested basis. Batch tickets will be periodically verified for conformance to the project plans and samples will be obtained at the project site and delivered to our laboratory for testing.

Mix temperatures and total quantities will be recorded in the field and documented daily.

PROJECT CLOSEOUT

AIMCS will compile all as-built plans and specifications including photos, submittals, RFI's, payments, change orders, and daily reports for project records. AIMCS will also ensure that the contractor provides Operation and Maintenance Manual for equipment supplied and installed under this contract. Any commissioning and training will be provided per the contract as required. The project closeout documentation will be administered to meet the City, LAPM, Metro, and grant requirements.

SCOPE OF SERVICES

As demonstrated in our qualifications presented in this submission, ***AIMCS is accustomed to delivering comprehensive CM services and Inspection services to public agency and municipal clients throughout Southern California and across the county.*** Hence, the City's requested Scope of Services is consistent with services we typically provide.

In the pages that follow, we demonstrate our construction aptitude, conveying our competence to successfully deliver your Capital Improvement Projects on time and within budget.

1. **Constructability Review of Plans and Specifications**
   AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the AIMCS and their CM Professionals will coordinate closely with the design team to review their work carefully for the benefit of the City and to ensure clarity for future bidding of the work.

2. **Preconstruction Conference**
   AIMCS will conduct a Preconstruction Conference following the Notice to Proceed. At the Preconstruction Conference, we will convey to the contractor the expectations of the City. The agenda for the Preconstruction Conference will include, but not be limited to the following:
   Construction working hours (work shifts); noise abatement requirements, Traffic Realignment Plan (each intersection), Construction vehicle haul routes, delivery hours, and restrictions, Master construction schedule, Three-week look-ahead schedule, Illness & Injury Protection Plan (IIPP) or Site Specific Safety Plan, Storm Water Pollution & Prevention Plan (SWPPP), Subcontractor mobilization notification procedures, Pay application procedures, Change order request procedures, RFI and submittal requirements, Materials testing and specialty inspection procedures, "As-Built" Plans and specifications procedures, Punch list and close-out procedures, Substantial completion and Notice of Completion procedures, Warranty and commissioning procedures.

3. **Management Information Systems**
   AIMCS will maintain accurate and orderly detailed files, written records, and documents concerning the project during all stages of construction:

4. **Coordinate Submittals**
   All aspects of the contractor's project submittal process will be carefully reviewed to make sure that full compliance with requirements of the project specifications.

5. **Review Traffic Controls - Plans**
   All aspects of the contractor's traffic plan will carefully be reviewed to make sure that full compliance with all applicable State codes, municipal ordinances, and requirements of the project specifications are met.

6. **Weekly Construction Meetings**
   AIMCS will conduct job meetings with contractors, consultants, and representatives from the City to discuss procedures, performance, progress, problems, and scheduling. Minutes of such meetings will be distributed to all attendees in a format authorized by the City.

7. **Issues Management**
   AIMCS will coordinate replies to all contractor RFIs. We will review the plans and specifications, and will be prepared to assist the design team with regards to clarifications or discrepancies, and we will expedite all replies from the designers to contractors to mitigate any potential project delays.

8. **Schedule**
   AIMCS recognizes that schedule control is an essential element for the successful execution of any project. As such, we will review current construction schedules with contractors, develop mitigation schedules, and verify compliance with progress scheduling requirements.

9. **Cost Control**
   The AIMCS Team will prepare cost estimates and negotiate amounts for the work to be performed on a change order basis and submit the information with a recommendation to the City for approval.

10. **Change Orders**
    AIMCS utilizes an effective, objective, and equitable approach to managing change orders.

11. **Dispute Resolution**
    AIMCS will track potential and actual claims as soon as they arise, assess their cost and time impact, review possible mitigation measures, perform cost-benefit analyses as appropriate, and propose solutions.
    AIMCS will quickly and equitably adjudicate claims in order to reduce settlement costs and impacts on work progress.

12. **Quality Control/Inspection/Material Testing**
    In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using their best efforts to achieve the required end product.

    Quality
    AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office.

Field Inspection & Testing

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's ***Lead Inspector, Jonathan Ko,*** will prepare daily inspection reports.

13. Public Relations

AIMCS will utilize local periodicals as well as other forms of advertising to effectively and quickly inform the business community and public at large of any interruptions or extended impacts to ongoing traffic operations.

14. Permits/Environmental Compliance

Throughout the course of the Project, AIMCS will review and enforce requirements stipulated in permits issued by the involved regulatory agencies

15. Progress Payments

Monitoring the project budget will involve reviewing the contractor's monthly progress payment applications, current quantities and estimated quantities to be completed by line item, approved and projected change orders to complete the Project, and the impact of potential claims

16. Monthly Status Reports

AIMCS will maintain a job diary, describing all of the activities that occur daily. This will include the number of workers, identified by trade, employed at the site by each contractor; the number of hours worked; material shortages; labor difficulties; weather conditions; visits by officials; decisions reached; and any other observations pertinent to the work.

17. Site Safety

Safety is always at the forefront of our construction inspection effort. Our inspectors must commit to a safety program with a thorough understanding of the AIMCS Safety Plan, as well as the construction contractor's project Safety Plan. AIMCS will work with the contractors to implement their programs, and will conduct periodic safety inspections in accordance with a safety procedures checklist.

18. "As-Built" Drawings

During the course of the Project, ***AIMCS will work with the contractor to maintain accurate sets of "As-Built" drawings and specifications.*** These drawings will be turned over to the City at the conclusion of the Project.

19. Final Walkthrough

AIMCS will manage all punch list items, and see that they are addressed and signed off by the City. In addition, AIMCS will verify that all required certificates of compliance are in place and that O&M manuals, including "As-Built" drawings, are delivered for record keeping. We will prepare a Final Payment Checklist that will be completed prior to preparing the Final Progress and Payment Report.

20. Project Completion Report and Project Closeout

The AIMCS Team will be meticulous when it comes to the execution of the activities leading up to the recommendation for acceptance of your project as "100% complete." The punch lists for each site and the management of the activities, tasks, and deliverables associated with each will be part of the Project close-out activities.

AIMCS understands that the City requires the services of firms to provide construction management and inspection services for a variety of infrastructure and capital improvement projects. Our work experience on ***Street Improvements/Resurfacing Projects, Streetscape Projects, Traffic Signal, Electrical installations, and Fiber Optic Projects, Park Improvements and Playground Equipment Installation, Underground Construction (Water, Sewer and Storm Drain) and Building Construction/Remodel*** is well documented and covered under the specific resumes and projects included in our qualifications. AIM Consulting Services has successfully delivered several state and federally funded projects using the Green Book and **CalTrans Local Assistance Procedures Manual (LAPM) and Federal Requirements**. We understand that the projects have been a long collaborative effort with the community and the City and that the City is in need of a Construction Management / Inspection team that can provide leadership in representing the City's interest to address and resolve project issues in a timely manner, in order to mitigate potential cost concerns and schedule delays. We also recognize the potential challenges for maintaining safety during construction. That is the AIMCS motto, as further elaborated in our approach and methodology is "Safety First."

The AIMCS Team is excited by the prospect of having the opportunity to provide the City with comprehensive CM/Inspection services during construction and closeout for Improvements on Beach Street. Per the requirements of the City, we have selected a qualified team of professionals to provide all technical and managerial services necessary to make your project a success.

QUALITY CONTROL / INSPECTION/MATERIAL TESTING

In any construction project, the contract documents detail the required scope of work and quality to be achieved by the CM. AIMCS will be responsible for making sure the contractors are using their best efforts to achieve the required end product. To accomplish this objective, ***AIMCS has many tools available to verify that contractors incorporate the highest quality materials and workmanship into the project as detailed by the contract documents.***

The Project Team will develop a comprehensive Quality Management and Inspection Program to encompass all construction activities for the Project. This program will be integrated with the QMP for the Project.

The Quality Management and Inspection Program will be administered by the Project Manager and will cover all aspects of the Project from initial review of specifications and drawings (for constructability); through procurement of materials (including shop

inspections for major components and critical items, if required); to an on-site program of tests, inspections, and documentation.

The Quality Management and Inspection Program will be based upon portions of the approved QMP. The program will implement quality control methods to make sure that construction activities are performed in accordance with approved drawings, specifications, applicable codes and standards, and contractual requirements. Responsibilities and authority for administration of the Quality Management and Inspection Program and completion of work, along with the standards of quality to be applied, will be clearly defined. The major elements of the program will include the following:

- Procedures to control activities affecting quality, including interfaces among project participants.
- Inspection planning to identify applicable attributes, material tests, reporting, and acceptance criteria.
- Technical inspection, supervision, and coordination of the work until final completion and acceptance of the work by the City, verifying that the materials furnished and work performed are in accordance with the approved plans, drawings, specifications, and construction documents.
- Prevention of installation of work, or furnishing of materials or equipment, which has not been properly approved or otherwise fails to conform to the approved plans, drawings, specifications, and/or construction documents.
- Verification that all inspection, quality control tests, or any other tests required by law, rule, or regulation—or by the construction documents—are performed satisfactorily and on time, including off-site and controlled inspection and soils testing, welding, cement, concrete, masonry, structural or reinforcing steel, or any other material or equipment.

QUALITY

AIMCS will achieve contractor quality performance through the implementation of a QA/QC Program consistent with the City's Quality Program, and through routine quality audits performed by our corporate office. ***Quality Control in the field will be managed through rigorous field inspections by our inspectors, expedited reporting of defective items, and implementation of a tracking system to ensure timely resolution of items. Quality Assurance will be managed through routine process audits to verify implementation and execution of best practice inspection methods and processes.***

FIELD INSPECTION & TESTING

The primary purpose of regular inspections is to determine whether field work is compliant with construction document requirements. These inspections need to be carefully documented on a daily basis. For this purpose, our team's **Construction *Inspector, Jonathan Ko,*** will prepare daily inspection reports. These daily inspection reports, which will be filed within one day following the inspection of any work performed, will accurately document construction progress in accordance with the following:

- Detailed description and location of work performed
- Quantities of work performed, as well as quantities of major materials installed or delivered
- Specific equipment used and usage hours for each pay item (Note: all idle equipment on job site)
- Occurrence(s) and result(s) of any quality test(s) or other test(s) performed
- Unusual conditions or problems
- Cause and duration of any delays
- Temperature, weather conditions, and time of work performed

CONCLUSION

AIMCS is prepared to demonstrate to the City of Montebello that when we mobilize to provide services for a new client, we do so with a thorough understanding that your projects are the most important projects. As such, we have assembled a team of professionals that can deliver projects on time and on budget. As a company, AIM Consulting Services has delivered projects that are both state and federally funded which utilize the **LAPM** for implementing Federal and State funded local agency transportation projects. AIM Consulting Services has a proven record of success dealing with various jurisdictional agencies (CALTRANS, DSA, OSHPD) coordinating construction projects with several utility companies including Edison and Southern California Gas.

Our Principal staff bring nearly 100 years of proven experience performing similar professional services; hence, we have our reputation to uphold. We will mobilize quickly and seize the reins of your project on behalf of the Public Works Department. AIMCS is pleased to have this opportunity to be of service to the City of Montebello. Thank you for your consideration of our proposal; we look forward to delivering your Project to the standards, quality, and professionalism you expect and we share and value.

December 7, 2021

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
120121 Valley Blvd., Suite 206
El Monte, CA 91732

Dear Mr. Perez:

Subject: Proposal to provide prevailing wage monitoring services to AIM Consulting Services for the City of Montebello's Beach Street Pavement Rehabilitation Project, Phase 1

Pacific Resources Services, a California public benefit corporation, is pleased to submit for your review and consideration, our proposal to provide California and/or Davis-Bacon prevailing wage monitoring services to the Beach Street Pavement Rehabilitation project, Phase 1, for the City of Montebello.

Pacific Resources Services is a multi-disciplined, management-consulting firm specializing in the design, development, and implementation of the following services:

- State and Federal (Davis-Bacon) Prevailing Wage Monitoring services
- Disadvantaged Business Enterprise (DBE) program models for Federally funded construction projects
- Negotiation and implementation of Project Labor Agreements, including local hire initiatives.
- Small and local business outreach programs
- Community outreach and communication for construction projects

Benjamin Ocasio, President, has the breadth of knowledge and depth of expertise honed over 30 years of experience providing labor compliance services to public agencies and the contracting community. The firm offers its client's flexibility, reliability, responsiveness, and proven experience in designing and implementing innovative labor compliance programs to meet client needs.

The following information about Pacific Resources Services further describes the firm:

Proposer: Pacific Resources Services
Legal form of company: S Corporation
11421 Lambert Avenue
El Monte, CA 91732
Email: bocasio@pacificresourcesservices.com
Federal Tax ID No.: 45-1918103
Point of Contact: Benjamin Ocasio, President
Phone: (626) 434-5087 Direct or (626) 800-4006 extension 101
Fax: (626) 800-4140

Pacific Resource Services is a California Department of General Services certified Small Business Enterprises and has never been debarred from providing services to any State or Federal Agency.

We are an independent firm and not subsidiary of a Union compliance program or construction management firm.

Benjamin Ocasio, President, is authorized to negotiate and bind the firm to the terms and conditions of this proposal and any resultant Contract. Pacific Resources Services looks forward to working with the AIM Consulting Services. Should you have any questions regarding this proposal and/or need additional information about our firm, please do not hesitate to contact me at (626) 434-5087 or via email at bocasio@pacificresourcesservices.com.

Sincerely,

PACIFIC RESOURCES SERVICES

Benjamin Ocasio
President

FIRM PROFILE

Pacific Resources Services, a California public benefit corporation, provides California and Federal Davis-Bacon prevailing wage monitoring and enforcement services to Cities, Counties, Water Districts, School Districts, Housing Authorities, Special Districts, contractors, and individuals.

In addition to providing labor compliance services, Pacific Resources Services negotiates and manages Project Labor Agreements, implements, and administers local hire programs including hiring Veterans, develops and implements Disadvantaged and Small Business Outreach programs, and performs community relations activities for construction programs.

Pacific Resources Services has conducted seminars, workshops, and trained public agencies and contractors on their prevailing wage obligations. It has provided training to a diverse group ranging from Building and Construction Trades Councils from San Diego to Modesto, the County Counsels Association of California, and various awarding authorities and contractors.

Benjamin Ocasio is the President of Pacific Resources Services. He has more than 25 years of experience proving labor compliance services, having served as the labor compliance manager for public agencies and 3rd-party labor compliance programs. He has been actively involved in the industry including serving as the 3rd-party labor compliance representative to the California Underground Economy Taskforce.

SCOPE OF WORK

Pacific Resources Services Corporation will provide labor compliance services to ensure that prevailing wages are paid during the construction of the project and in compliance with Section 1770, et seq. and/or Davis-Bacon and related acts requirements.

The services to be provided include the following Labor Compliance services:

1. Provide required language and prevailing wage documentation to the client for prevailing wage compliance.

2. Provide applicable prevailing wage rate(s) to the client and contractors, upon request, and post at project location as required under the Davis-Bacon requirements.

3. Assist the client, in requesting determination throughout the conformance process.

4. Verify all subcontractors are eligible to work on the project by checking contracting status with both California and Federal Lists, including the California Department of Industrial Relations and the Federal Excluded Parties List.

5. When required, conduct all pre-bid orientation conferences to ensure that all bidders are fully educated and informed of relevant labor code and/Davis-Bacon requirements.

6. Attend pre-construction, including providing a checklist of law and regulations which need to be followed to comply with State and/or Federal regulations, as well as all forms required for labor compliance. Pacific Resources Services attendance can be in person or vial conference call or webinar.

7. Provide a phone line and email contact where contractors and subcontractors can contact PRS for clarification, certified payroll, apprenticeship, and compliance issues.

8. Perform a license check with the California Contractor's License Board (CSLB) for current and active license status, as well as worker's compensation coverage of all contractors and all listed sub-contractors.

9. Review & compare work classification with the California prevailing wage classification and/or Davis-Bacon requirements.

10. Monitoring of all weekly certified payroll, including, but not limited to: correct classification of workers proper wages paid, proper calculations and payment of fringe

benefits and training contributions, review overtime, shift pay, weekend and holiday work/pay, only permissible deductions will be allowed, cross reference of onsite interviews with certified payroll to verify all workers are listed and review the "certification" or "statement of compliance" is complete and signed by an individual of knowledge and authority.

11. Conduct site visits while the project is under construction and interview workers. Interview at least one worker per craft on site. Site visits will be coordinated with the Construction Management firm to ensure that the contractor is on site.

12. Monitoring of all apprenticeship requirements. Collection and review of DAS-140 and DAS-142 forms. Review of applicable ratios, correct wages paid, training contributions (CAC Forms). Verification that all apprentices also have an active Division of Apprentice Standards and/or BAT (US Dept. of Labor Bureau of Apprenticeship Training) registration.

13. Verification that apprentices are properly supervised and employed in approved ratios as required by both California and Federal apprenticeship regulations applicable to Davis-Bacon Projects.

14. Respond to inconsistencies or deliberate deceptions on the part of the contractors and/or subcontractors through additional detailed audit through review of cancelled checks, timecards and related records and seek appropriate resolution with the California and/or Davis-Bacon regulations.

15. Communication with contractors, Pacific Resources Services will work with all subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties, and compliance. All meeting and calls with contractors will be documented and maintained by Pacific Resources Services.

16. Once work on the project is completed, Pacific Resources Services to send out a final letter to the contactor and any subcontractor who might still have outstanding items. Pacific Resources Services provides a 10-day window of time during which the contractor/subcontractor can submit additional documentation or make corrections. Once the time expires, Pacific Resources Services closes out the project relating to issues or outstanding wages, apprenticeship issues and any restitution or penalties due.

17. Maintain all records for a period of three (3) years.

18. Attend any compliance or auditing meetings with the state and/or Federal agencies relating to the labor compliance on this project.

19. Provide training and other assistance relating to labor compliance as requested by the client and contractor(s).

20. Establish a working relationship with the governing agencies on behalf of the client.

FEES AND RATES

Pacific Resources Services prefers that a negotiated not-to-exceed project budget before commencing work, based on the following rates:

PACIFIC RESOURCES SERVICES – LABOR RATES 2018	
Principal	**$146.80**
Senior Analyst	**$124.21**
Analyst	**$101.63**
Staff Support	**$75.09**

All hourly costs are fully burdened. There are no additional costs (such as mileage, communication, etc.) to our client.

The expected fee for labor compliance monitoring services for the project, based on an estimated construction of 45-working days is $2,920.00 **(Two-thousand nine hundred twenty dollars).**

STAFF RESUMES

BENJAMIN OCASIO

Project Manager

Mr. Ocasio has more than 25 years of years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Education

University of Southern California
M.P.A. Public Affairs (1983); B.S. Urban & Regional Planning (1981)
Valley Leadership Institute (2000)

During this engagement, Mr. Ocasio will provide the following services:

- ✓ Contract Manager on behalf of Pacific Resources Services
- ✓ Lead the efforts on the Team to implement and manage the prevailing wage monitoring and enforcement services.
- ✓ Serve as the Labor Compliance Officer on behalf the client!
- ✓ Provide technical to contractor and Project Management Staff, including training of City staff as directed.
- ✓ Manage reporting to City.

MORITA CAPILI

Staff Support/Labor Compliance Assistant

Ms. Capili serves as Office as Office Administrator and Coordinator ensuring that documents are properly recorded and filed, following up with delinquent contractors, performing data entry, and performing initial audits of missing documents and for underpayments. She has worked on projects such as the Water Replenishment District of Southern California, Centinela Valley Union High School District, Metropolitan Transportation Authority (METRO), Foothill Construction Authority, and the SR-91 Corridor Improvement Project (DBE Coordination).

Education

B.S. Business Administration, University of La Verne, 1998

During this engagement, Ms. Capili will provide the following services:

- ✓ Prepare project files and contractor tracking logs.
- ✓ Intake, log, track, and file project and contractor documents
- ✓ Track local hire requirements.
- ✓ Perform initial review for missing documents/inadequate information on project documents and request revisions and updates to documents.
- ✓ Prepare files for close out and perform quality assurance for completion.

MONICA MENDEZ

Analyst/Field Auditor

Education

A.A, Sociology, Pasadena City College

Ms. Mendez came to PRS in March 2020, to perform site visits and worker outreach. She is assigned to projects in southern Los Angeles County and outside Los Angeles County. In addition to conducting site visits on projects such as the Santa Monica-Malibu USD, University Drive in Irvine (now completed), City of Perris among others, including meeting with Business Agents and Project Managers. Her prior experience includes supervising a non-profit and working with low-income communities, children and youth advocacy programs, program management, supervision and managing grants.

December 10, 2021
□leinfelder Proposal No. LOCALM□T.WEOH

AIM Consulting Services
12121 Valley Boulevard, Suite 206
El Monte, CA 91732

Attention: Mr. Gabriel Perez

SUBJECT: Proposal to Provide Construction Materials Testing Services
Beach Street Pavement Rehabilitation Project - Phase 1
From Vail Avenue to 5th Street
Montebello, California

Dear Mr. Perez:

□leinfelder Inc., (□leinfelder) is pleased to present this proposal to provide construction materials testing services for the subject project. This proposal may be subject to modifications should additional staff or specialized equipment be required to meet adjustments to construction schedule or convenience. Included in this proposal is a discussion of our understanding of the project, the scope of services we anticipate providing for the project, an estimate of our efforts and fees, and our project limitations.

□leinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, □leinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere to as professionals. Modifications such as changes in scope, methodology, scheduling, contract terms and conditions may result in changes to the risks assumed by the client, as well as potential adjustments to our fees.

□leinfelder operates an ASTM D3666 qualified laboratory. All work performed on the project will be under the supervision of our approved laboratory. The field technicians assigned by □leinfelder will be properly qualified and will be under the supervision of a registered professional engineer.

PROJECT UNDERSTANDING

This project involves removal of existing concrete and asphalt pavement, and reconstruction of asphalt pavement sections, curb and gutter, sidewalks, driveway approaches, access ramps, traffic striping, markers, pavement markings, and curb painting. It is anticipated that the overall construction duration will be 45 working days.

□ 2021 □leinfelder

620 Magnolia Ave., Bldg. G, Ontario, CA 91762 p □909.657.1716 f □909.988.0185

SCOPE OF SERVICES

Soil Aggregate Base Testing Services

leinfelder will staff the project with a field technician to observe and test the soil and aggregate base for compaction. Our services will include on-site in-situ density testing by nuclear method. Import, export, and backfill material and compaction efforts will be observed for appropriate compaction, moisture content, oversized material, and debris. Compaction testing will be performed in general accordance with the project specifications. Our personnel will sample and deliver soil and aggregate base materials to our laboratory for testing.

Asphalt Testing Services

leinfelder will staff the project with a field technician to provide observation and testing during placement of the asphalt pavement. Our field personnel will collect load tickets to document the quantity of the delivered materials and observe and document that the asphalt pavement material is placed in lifts of suitable thickness and adequately compacted. Our technician will also measure the loose thickness of the asphalt prior to compaction.

Density testing of the compacted asphalt pavement will be performed using a nuclear density gauge. The results of the density testing and field relative compaction will be reported to the owner's on-site representative and the contractor as the tests are performed so that adjustments can be made, if possible, during the course of the work. Our personnel will sample and deliver asphalt materials to our laboratory for testing.

Concrete Testing Services

leinfelder will provide an ACI Field Grade 1 certified inspector to perform observation and testing during cast-in-place concrete placements. We will perform slump, temperature tests, and casting of concrete specimens for compressive strength testing. Concrete specimens will be picked up and delivered to our laboratory after the initial on-site curing period. Concrete batch tickets for all concrete placed will be monitored during placement for mix compliance verification.

Project Management Administration

leinfelder's project manager will serve as a coordinator for our services. Our project manager will review the field and laboratory reports during the assessment and construction phases. Items found in non-compliance with the project requirements will be brought to the immediate attention of the construction manager for delivery to the general contractor's construction superintendent, designated design professionals, and noted in a deviations log. Our project manager will conduct periodic field visits and provide consultation as needed during the project. The project will closely be managed to identify potential budget and schedule impacts during the course of the construction activities.

It should be noted that our services will not include: (1) supervision, direction, or acceptance of the contractor's work (2) interpretation or modification of the project plans or specifications (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the client in writing) or (4) job site safety.

2021 leinfelder

ESTIMATED FEES

We have estimated an approximate budget of **$13,921 00** for the project, as reflected in the attached time and materials Table 1 - Fee Estimate. It should be noted that the fee rates shown in the Table 1 - Fee Estimate are inclusive of standard equipment charges. We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.

It should be noted that the fees above do not anticipate overtime work on the project. The rates associated with overtime and double time work are listed in the Table 1 – Fee Estimate. Overtime work can significantly impact our testing and inspection budget for the project. While we will be diligent in our attempts to keep overtime to a minimum, please be aware that contractor scheduling and performance are the primary causes for overtime work. Proficient contractor performance and scheduling minimizes additional testing and inspection time, consequently resulting in lower total fees. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

Our estimate is provided on a time-and-materials basis. It should be noted that our total fees on the project can fluctuate for a variety of unpredicted reasons beyond our control including weather conditions, the quality and performance of the construction materials used, and the contractor's team, as well as the contractor's approach and scheduling of construction sequences. urisdictional requirements not identified at the outset of the project, or other unpredictable events that develop over the course of the project, can contribute to additional unplanned inspection or unanticipated engineering consultation not factored into our estimate.

ASSUMPTIONS

During our proposal preparation certain assumptions were required based on the available information provided. The following assumptions were made based on the provided information:

- Our services are limited to construction materials testing.
- No construction schedule was provided at the time of proposal.
- We are not assuming responsibility as Geotechnical Engineer of Record.
- We are not providing any geotechnical analysis or evaluations for the project.
- We are not providing batch plant inspection for asphalt concrete or Portland cement concrete.
- We will not be sampling asphalt and/or concrete aggregates or cementitious materials.
- Work is subject to payment of California Prevailing Wages.
- Work is not subject to Union requirements, a Project Labor Agreement, and/or a Community Workforce Agreement.
- We do not anticipate using equipment that is non-standard (coring equipment, rebar locators, or other non-standard equipment) for this project.
- Access to the site will be provided by the client.
- Work will be performed during normal business hours, typically between 6 AM and 5 PM.

KLEINFELDER 620 Magnolia Ave., Bldg. G, Ontario, CA 91762 p 909.657.1716 f 909.988.0185

- Overtime services will not be required (more than eight hours per day, Saturday, Sunday, holidays, etc.).
- It is assumed that traffic control will be provided by others if required for field work.

AUTHORI□ATION

A signed original copy of the attached Client Master Services Agreement with our proposal will serve as our formal authorization to proceed. If there is a need for any change in the scope of work or schedule described in the proposal or in the Agreement, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

All terms and conditions indicated in this proposal and the referenced Agreement will be considered by both parties to be in effect from the effective date of the signed contract through completion of the project.

All information gathered during the study by □leinfelder is considered confidential and will be released only upon written authorization by the client or as required by law. California law requires informing the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of □leinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. □leinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

During the course of the performance of □leinfelder's services, hazardous materials may be discovered. □leinfelder will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury that results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials.

□ 2021 □leinfelder

KLEINFELDER 620 Magnolia Ave., Bldg. G, Ontario, CA 91762 p □909.657.1716 f □909.988.0185

CLOSURE

We look forward to working with you on this project. If you have questions or require additional information, please contact the undersigned at (909) 833-5780.

Sincerely,

KLEINFELDER, INC



Mike Dorsch
Project Manager



Dany Hanna, PE
Client Account Manager

Attachments: Table 1 – Fee Estimate
Client Master Service Agreement

TABLE 1
FEE ESTIMATE

□ 2021 □leinfelder

TABLE 1 - FEE ESTIMATE

Proposal to Provide Construction Materials Testing Services for AIM Consulting Services
Beach Street Pavement Rehabilitation Project - Phase 1
From Vail Avenue to 5th Street in the City of Montebello

	Number of Visits (days)	Quantity (Hours/Ea)	Total (Hours/EA)	Rate	Cost	
Soil Aggregate Base Testing Services						
Field Services						
Soils Field Technician	4	4	16	$130.00	$2,080.00	
Trip Charge	4	1	4	$90.00	$360.00	
Laboratory Testing						
Maximum Density/Optimum Moisture Content			2	$245.00	$490.00	
Sieve Analysis (Coarse & Fine)			1	$165.00	$165.00	
Sand Equivalent Value			1	$150.00	$150.00	
ESTIMATED SUBTOTAL						**$3,245.00**
Asphalt Testing Services						
Field Services						
Asphalt Field Technician	5	8	40	$130.00	$5,200.00	
Trip Charge	5	1	5	$90.00	$450.00	
Laboratory Testing						
AC Content by Extraction			2	$220.00	$440.00	
Gradation of Extracted Aggregate			2	$125.00	$250.00	
Unit Weight, Hveem Method			2	$310.00	$620.00	
Hveem Stability			2	$185.00	$370.00	
ESTIMATED SUBTOTAL						**$7,330.00**
Concrete Testing Services						
Field Services						
Concrete Field Technician	2	4	8	$130.00	$1,040.00	
Sample Pick-Up (Non-PW)	2	1	2	$90.00	$180.00	
Trip Charge	4	1	4	$90.00	$360.00	
Laboratory Testing						
Concrete Compressive Strength (Assume 2 sets of 4)			8	$32.00	$256.00	
ESTIMATED SUBTOTAL						**$1,836.00**
Project Management Administration						
Project Manager - Planning/Project Management/Review of Project Documents			5	$175.00	$875.00	
Project Administrator - Document Control/Dispatch/Field Coordination			3	$95.00	$285.00	
Project Final Report			2	$175.00	$350.00	
ESTIMATED SUBTOTAL						**$1,510.00**
ESTIMATED TOTAL FEE						**$13,921.00**

This fee estimate assumes that prevailing wage laws apply to the subject project

This fee estimate assumes that a PLA, CWA, and/or Union requirements do NOT apply to the subject project

BASIS OF CHARGES

HOURS WORKED	HOURS BILLED
Show up-No Work/Cancelled	2
0-4 hours	4
4-8 hours	8
8-12 & Saturday	Time and One-Half
Greater than 12, Sundays & Holidays	Double Time

Please note: Overtime services not specifically listed above will incur a multiplier of 1.5 times the rate shown and double time will incur a multiplier of 2.0 times the rate shown.
Trip charge includes portal-to-portal travel time from the leinfelder office, mileage, and vehicle usage.

Copyright 2021 leinfelder

CLIENT MASTER SERVICE AGREEMENT

□ 2021 □leinfelder

CLIENT MASTER SERVICES AGREEMENT

ONT21C134119

This Agreement is made on: December 10, 2021

Between	AIM Consulting Services with offices at 12121 Valley Boulevard, Suite 206, El Monte, CA 91732 (**Client**)
And	□leinfelder, Inc. with offices at 620 S. Magnolia Avenue, Building G, Ontario, CA 91762 (**Kleinfelder**).

Recitals

A. Client wishes to appoint □leinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner for one or more projects on a Work Order basis and on the terms and conditions contained in this Agreement.

B. □leinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

1.1 The parties agree that the documents listed in 1.1(a) through (e) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities in the Contract Documents, the following order of precedence will prevail:

(a) first, amendments and Change Orders issued in accordance with this Agreement□
(b) second, Work Orders (Appendix A, as defined below)□
(c) third, Kleinfelder's Proposal, dated , which the Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix B), or □leinfelder's Proposals subsequently issued and referenced, attached or incorporated into Work Orders□
(d) fourth, this Agreement□and
(e) fifth, those portions of the Client's agreement with Owner dated (**Prime Agreement**), if and as applicable to □leinfelder and incorporated as provided in clause 1.4 (Appendix C).

1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.

1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

1.4 □leinfelder agrees to be bound to Client in the same way Client is bound to (**Owner**), to the extent the provisions referenced at clause 1.1(e) are applicable to the Services under a given Work Order and provided those provisions of the Prime Agreement are expressly identified and furnished to □leinfelder prior to entering into the Work Order.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 This Agreement anticipates the execution of various written work orders (in the form of Appendix A) which the parties agree will specify the scope of Services to be performed (**Services**) and Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services (**Wor Orders**).

2.2 By executing this Agreement, Client does not guarantee any future work, nor does leinfelder commit to performing any specific future Work Order.

3. STANDARD OF CARE

3.1 leinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of leinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.

3.2 leinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.

3.3 leinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.

3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.

3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by leinfelder of this Agreement, Client will direct leinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.

3.6 leinfelder will only sign certifications relating to the Services if leinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

4.1 leinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.

4.2 leinfelder will, as reasonably directed by Client or its authorized agent:

(a) provide qualified staff to perform the Services
(b) maintain records of Project activities and costs for no more than three years from its completion of the Services
(c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project and
(d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by □leinfelder beforehand, and will continue in effect for two years or until terminated by either party or extended for an additional two years by mutual written agreement of the parties.

5.2 Either party may terminate this Agreement or any Work Order at any time by providing not less than ten (10) days' written notice to the other party.

5.3 Notwithstanding the termination or expiry of this Agreement, the terms of this Agreement will survive and continue to apply to all Work Orders signed by both parties prior to the Agreement's effective termination or expiry date, and until all of the rights and obligations of both parties have been fulfilled.

5.4 Within fifteen (15) days from termination Client will pay □leinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by □leinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

6.1 In consideration for undertaking the Services, the Client shall pay to □leinfelder the sum specified in each Work Order in payments in accordance with the terms of each Work Order and the payment provisions of this Agreement.

6.2 Client agrees to provide any special invoicing requirements to □leinfelder in advance of signing this Agreement, to which additional charges may apply.

6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in □anuary of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. □leinfelder reserves the right to periodically adjust its fee schedule.

6.4 □leinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 □) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.

6.5 □leinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.

6.6 □leinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.

6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

7.1 □leinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability Insurance and professional indemnity insurance coverage.

7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnify provided by leinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

8.1 Client or leinfelder may request to modify the scope of Services as set out in any Work Order, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement or to a Work Order that modifies the Services and specifies the following:

(a) a change in the terms and conditions or Services
(b) an adjustment in the schedule for performance and
(c) the amount of adjustment in Kleinfelder's compensation.

8.2 leinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. leinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.

8.3 If Client and leinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and leinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

9.1 leinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.

9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided leinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

10.1 All data, reports, drawings, plans, or other documents (or copies) provided to leinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that leinfelder may retain one copy of all such documents.

10.2 Client agrees:

(a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by leinfelder pursuant to this Agreement are instruments of service (**Instruments of Service)**, not products
(b) leinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data
(c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended

to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and□

(d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without □leinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by □leinfelder pursuant to this Agreement will be subject to approval at □leinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

11.1 Client agrees to provide and discuss with □leinfelder on an ongoing basis throughout all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any filed or pending judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership.

11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with □leinfelder.

11.3 Client acknowledges and agrees that □leinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.

11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

12.1 Subject to the limitation of liability provisions of this Agreement, □leinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of □leinfelder and its employees, agents, representatives, subcontractors, and any other party for whom □leinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the □leinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall □leinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by □leinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any □leinfelder insurance policy.

12.2 Client indemnifies □leinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to □leinfelder under any Client, Owner or Project insurance policy.

12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILIT□

13.1 The maximum aggregate liability of □leinfelder arising out of or related to this Agreement and all Work Orders and amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to □leinfelder for the Services under all Work Orders or $50,000, and Client hereby releases □leinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

13.2 This limitation of liability has been agreed after Client and □leinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to □leinfelder.

13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either □leinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

(a) □leinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project□
(b) □leinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees□and
(c) □leinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

16.1 Client agrees to:

(a) provide unimpeded and timely access to the Site, including any third party sites, if required□
(b) provide an adequate area for □leinfelder's Site office facilities, equipment storage, and parking□
(c) furnish all construction utilities and utility releases necessary for the performance of the Services□and
(d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANT□ OF TITLE, WASTE OWNERSHIP

17.1 □leinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

18.2 Client and □leinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.

18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

19.5 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.

19.6 Client and □leinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.7 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail the addresses given in this Agreement.

19.8 This Agreement cannot be assigned by either party without the prior written approval of the other party. □leinfelder may subcontract performance of portions of the Services to a qualified subcontractor.

19.9 Any amendment or revision to this Agreement, including for the avoidance of any doubt, to any Work Order, must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.

19.10 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, Client and □leinfelder have caused this Agreement to be executed on the date first written above.

AIM CONSULTING SERVICES:	**KLEINFELDER, INC□**
By: □□□	**By:** □□□
Printed Name:	Printed Name:
Title:	Title:

ATTACHMENTS: Appendix A, Sample Work Order
Appendix B, □leinfelder Proposal (as applicable)
Appendix C, Prime Agreement /Client Requirements (as applicable)

APPENDI□ A: WORK ORDER

Issued Pursuant to The Client Master Services Agreement effective as of by and between (**Client**) and □leinfelder, Inc. (**Kleinfelder**).

Client Name:

□leinfelder Project No:

Project Name:

Work Order Type: (Check One)
☐ Time-and-Materials
☐ Fixed-Price

□leinfelder Office:

Subcontractor Reference No:

□leinfelder Contact Name:

1. SCOPE OF WOR□:

(Continue on additional page, if needed)

2. LOCATION/CLIENT FACILITY INVOLVED:

3. PERIOD OF PERFORMANCE: FROM: T

4. AUTHORI□ED FUNDING:

5. SPECIAL PROVISIONS:

SAMPLE

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CLIENT:

By: □□□□

Exhibit B

Master Agreement Fee Schedule

AIM Consulting Services

June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32 – SCHEDULE OF BILLING RATES

POSITION CLASSIFICATION	RATE
Project / Construction Manager -I	$ 145.00
Project / Construction Manager -II	$ 163.00
Project / Construction Manager - III	$ 184.00
Inspection MEP/Civil - I	$ 108.00
Inspection MEP/Civil - II	$ 125.00
Inspection MEP/Civil - III	$ 138.00
Scheduler / Project Controls - I	$ 112.00
Scheduler / Project Controls - II	$ 133.00
Scheduler / Project Controls - III	$ 143.00
Estimator - I	$ 107.00
Estimator - II	$ 128.00
Estimator - III	$ 149.00
Office Engineer - Doc Control -I	$ 66.00
Office Engineer - Doc Control - II	$ 77.00
Office Engineer - Doc Control - III	$ 89.00
Engineer MEP/Civil/Controls - I	$ 112.00
Engineer MEP/Civil/Controls - II	$ 133.00
Engineer MEP/Civil/Controls - III	$ 143.00
Asset/Move Coordinator - I	$ 112.00
Asset/Move Coordinator - II	$ 122.00
Asset/Move Coordinator - III	$ 138.00

Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

ITEM # 16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

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

SUBJECT: **Paving the Way – Phase 2 (CP No. 878) – Notice of Completion**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Accept the Paving the Way – Phase 2 Project (CP 878) as completed by Manhole Adjusting, Inc. (MAI); and

2) Find that the "Changes in Work" for the project (Attachment A) in the aggregate amount of $1,423,503 have no significant effect on the environment. The final contract amount with MAI is $6,362,081.

3) Approve the Final Construction Budget and Expenditures (Attachment B); and

4) Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment C) with the Los Angeles County Registrar-Recorder; and

5) Authorize the City Manager to release the retention payment due to Manhole Adjusting, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and

6) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $630,362 in Account No. 220-99-7117 (Measure R, Improvements Other than Building – Paving the Way) and $1,108,174 in Account No. 222-99-7117 (Measure M, Improvements Other than Building – Paving the Way); and

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

FISCAL IMPACT

The City issued $25 million in bonds in December 2019, with all bond proceeds utilized to pay for a citywide street repair and paving program (Paving the Way). Debt service related to issuance of the bonds is paid for utilizing local return funds (LRF) appropriated from Measure M, Measure R and Proposition C.

This specific project was funded by using bond proceeds backed by Measure M and Measure R. The total project budget was $6,180,081 ($2,835,557, Measure M and $3,344,524, Measure R). Additionally, The City Council appropriated $182,000 from Measure R (Fund 220) Local Return Funds on April 28, 2021 for a total construction budget of $6,362,081 (i.e., non-bond proceeds funding). The total construction expenses for the life of the project (since Fiscal Year 2019-20) were $6,362,081, detail of the original contract amount and subsequent change orders can be found on Attachment A.

A budget amendment in Measure R (Fund 220) and Measure M (Fund 222) is necessary as part of the project close-out process. In order to align current year-to-date expenditures (FY 2021-22) with available budget, the following increases to appropriations are required:

- Account No. 220-99-7117 (Measure R, Improvements Other than Building – Paving the Way): $630,362
- Account No. 222-99-7117 (Measure M, Improvements Other than Building – Paving the Way): $1,108,174

BACKGROUND

The City Council at its regularly scheduled meeting of September 25, 2019 initiated the issuance of bonds to fund the infrastructure program known as Paving the Way (PTW), a program to repair various streets throughout the city. The bond sale generated approximately $25 million in bond proceeds, with debt service paid using Measure M, Measure R and Proposition C Local Return Funds receive annually from LA Metro.

The initial phases of the program included rehabilitation of approximately 80 residential streets throughout the city. Rehabilitation of residential streets was divided into 3 phases as follows: 1) Phase 1 included concrete repairs for 39 street segments; 2) Phase 2 included the asphalt resurfacing of 80 streets; and 3) Phase 3 included concrete repairs for 41 street segments.

On March 25, 2020, the City Council authorized staff to advertise for construction bids for PTW Phase 2 and authorized the City Manager to award a contract to the lowest responsive and responsible bidder in an amount up to $5,700,500, including contingency.

On May 4, 2020, two (2) sealed bids were received and publicly opened as follows:

Manhole Adjusting, Inc.	$4,938,577
Hardy & Harper, Inc.	$7,800,000

The bids were analyzed and Manhole Adjusting, Inc. was determined to be the lowest responsive and responsible bidder. As authorized, the City Manager executed a contract with Manhole Adjusting, Inc. in the original contract amount of $4,938,577 on May 28, 2020.

Construction began on June 15, 2020 and was completed in December 2021. On April 28, 2021, the City Council approved a change order in the amount of $383,896 that included the cost to add three street segments to the project including: 1) Beverly Blvd from Wilcox Ave to Via Val Verde; 2) Morris Place from Beverly Blvd to Lincoln Ave; and 3) Via Camille from Morris Place to Wilcox Ave. This change order increased the total authorized construction budget to $6,084,396.

The final accounting for the closeout of the project includes an additional amount of $277,685 for various items of work, including unanticipated asphalt repairs, investigation and repair of sinkholes, slurry sealing of various streets and other miscellaneous unanticipated costs. The final construction contract amount with MAI is $6,362,081 as detailed in Attachment A.

ANALYSIS

The Contractor completed construction of this project in December 2021. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a capital improvement project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment will be released to the contractor after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council accept the Project as completed, approve the final construction budget and expenditures, including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder, authorize the City Manager to release the retention payment due to Manhole Adjusting, Inc. and amend the Fiscal Year 2021-22 budget by increasing appropriations by $630,362 in Account No. 220-99-7117 (Measure R, Improvements Other than Building – Paving the Way) and $1,108,174 in Account No. 222-99-7117 (Measure M, Improvements Other than Building – Paving the Way).

ATTACHMENTS:

A. Attachment A – Changes in Work Summary
B. Attachment B – Final Construction Budget and Expenditures
C. Attachment C – Notice of Completion

ATTACHMENT A

CHANGES IN WORK SUMMARY
January 12, 2022

PAVING THE WAY – PHASE 2

CP NO. 864

Project Description:

The project consisted of roadway resurfacing with an ARAM underlayment and topped with HYRAP surface. Preparation work included micro-grinding of pavement, spot repairs that were dug out and reconstruction for localized base failures, reconstruction of base and pavement at stop points, and striping restoration.

Changes in Work:

(1)	Added Removal and Replacement of 31 Stop Points	$ 226,148
(2)	Skin Patching Asphalt at Various Failed Areas	$ 11,127
(3)	Additional Street Segments	$ 129,771
(4)	Added Removal and Replacement of 44 Stop Points	$ 398,213
(5)	Additional Street Segments	$ 125,532
(6)	Remove and Replace AC on Hendricks St	$ 20,196
(7)	Remove and Replace AC on Cleveland Ave	$ 16,755
(8)	Additional Street Segments	$ 60,821
(9)	Slurry Seal on Victoria Ave and Pavement Repair on Ave de la Merced	$ 29,489
(10)	CCTV Inspection of Spruce St. Sewer	$ 2,915
(11)	CCTV Inspection of Agajanian Way Storm Drain	$ 4,373
(12)	Sewer Repair on Spruce St.	$ 26,956
(13)	Storm Drain Repair on Agajanian Way	$ 46,970
(14)	Slurry Seal on Pickering Way	$ 49,200
(15)	Additional Street Segment	$ 30,764
(16)	Cement Cleanup and Sinkhole Repair	$ 4,810
(17)	Sinkhole Investigation	$ 8,370
(18)	Pavement Repair at 1428 Carob Way	$ 4,975
(19)	Repair Sinkholes at Barr Av	$ 2,948
(20)	Additional Street Segments (City Council Approval on April 28, 2021)	$ 263,895
(21)	Additional Street Segment and Additional Stop Points	$ 33,386
(22)	Deductive CCO for Removal of Los Angeles St.	$ (74,110)
	Total Changes in Work	**$ 1,423,504**

Description of Changes:

(1) The pavement resurfacing utilized on this contract requires the removal and replacement of 20 LF of existing pavement at the ends of street segments prior to resurfacing to ensure a durable pavement base under the final resurfacing. Frequent vehicle stopping at these locations stresses the pavement. These repairs are known as “Stop Points.” This work was not included in the original bid and was planned to be completed under another contract. This work was deleted from the other contract and added to this contract to ensure the paving resurfacing contractor would be fully liable for defects in the pavement work. This change order added 31 Stop Points.

(2) The contractor was compensated additionally for repairs of the underlying pavement prior to resurfacing. These areas were not identified in the original bid documents and were added based on field inspection during construction.

(3) The following streets segments were added to the contract: 1) Dewar Ave from Leonard St to Keenan St; and 2) Leonard St from Barr Ave to Via San Delarro.

(4) Addition of 44 Stop Point pavement replacements.

(5) The following streets segments were added to the contract: 1) Hendricks St from Dewar Ave to Via Campo; and 2) Wilbur Place from Beverly Blvd to Beverly Terrace.

(6) The underlying pavement on the west side of Hendricks St from Dewar Ave to Via Campo required removal and replacement prior to resurfacing due to damage from the roots of numerous trees.

(7) The south side of Cleveland Ave between 16th St and Vail Ave required removal and replacement prior to resurfacing. This change order includes the removal and disposal of the existing pavement.

(8) This change order includes the pavement reconstruction for the south side of Cleveland Ave from 16th St to Vail Ave.

(9) The diagonal parking spaces and Parks & Recreation Building parking lot were slurry sealed to match the new pavement surface on Victoria Ave between 18th St and Maple Ave. 3,200 SF of existing pavement on Ave de la Merced required grinding and overlay prior to final resurfacing.

(10) A sinkhole was discovered on Spruce Street. A CCTV inspection of a sewer was completed to identify the cause of the sinkhole and recommend repairs prior to pavement resurfacing.

(11) A sinkhole was discovered on Agajanian Way. A CCTV inspection of a storm drain was completed to identify the cause of the sinkhole and recommend repairs prior to pavement resurfacing.

(12) The contractor was compensated additionally for the repair of the sewer on Spruce St.

(13) The contractor was compensated additionally for the repair of the storm drain on Agajanian Way.

(14) The slurry sealing of Pickering Way from Ferguson Dr to Southside Dr was

added to the contract.

(15) Resurfacing of Frankel Ave from Carob Way to 5th St was added to the contract.

(16) The contractor was compensated additionally to clean up cement that was dumped on Harding Ave by an unknown party. The cement needed to be cleaned prior to resurfacing. Additional compensation also included exploratory excavation of a sinkhole on Pickering Way prior to slurry sealing.

(17) The contractor was compensated additionally for investigation of sinkholes on Sruce St, Agajanian Way, and Pickering Way.

(18) The contractor was compensated additionally for the repair of the underling pavement on Carob Way prior to resurfacing.

(19) The contractor was compensated additionally for the repair of a sinkhole on Barr Ave.

(20) The following street segments were added to the contract: 1) Beverly Blvd from Wilcox Ave to Morris Place; 2) Morris Place from Beverly Blvd to Lincoln Ave; and 3) Via Camilla from Morris Place to Wilcox Ave. This change order was approved by the City Council on April 28, 2021.

(21) Resurfacing of Michael Collins Circle was added to the contract. The contractor was also compensated additionally for added Stop Points and pavement removal and replacement at various locations.

(22) This change order deducted the bid price for Los Angeles St because it was removed from the contract due to failing trench pavement that is likely located over a Los Angeles County Sanitation Districts sewer trunk line. The trench will require repair prior to resurfacing.

Revised Contract Amount:

Original contract amount	$ 4,938,577
Adjustment for Final Quantities	$ 0
Actual construction contract work completed	$ 4,938,577
Changes in work previously authorized	$ 1,145,819
Changes in work to be authorized	$ 277,685
Revised contract amount	**$ 6,362,081**
Percent total change to original contract amount	28.8%

ATTACHMENT B

PAVING THE WAY – PHASE 2
C.P. No. 878

FINAL CONSTRUCTION BUDGET AND EXPENDITURES
January 12, 2022

Project Expenses	Estimated Cost
Original Construction Contract (Manhole Adjusting, Inc.)	$4,938,577
Change Orders (Previously Authorized)*	$1,145,819
Change Orders (Recommended)*	$277,685
Total Construction Cost:	**$6,362,081**

Project Funding	Estimated Budget
Paving the Way Street Improvement Bond (Measure M)	$2,835,557
Paving the Way Street Improvement Bond (Measure R)	$3,344,524
Measure R (Fund 220) – (Appropriated 4/28/2021)	$182,000
Total Construction Budget:	**$6,362,081**

*See Attachment A for a detailed listing of these change orders, the total amount equaling $1,423,504

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT C

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on December 14, 2021. The general scope of work consisted of asphalt repairs and resurfacing, utility adjustments and traffic striping.

8. The name of the contractor, if any, for such work of improvement was Manhole Adjusting, Inc. May 14, 2020

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Paving the Way Phase 2, CP 878**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2022 at City of Montebello, Montebello, CA

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

ITEM #17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Approve Professional Services Agreement No. 3946 for Market Analysis and Retail Recruitment Services between NaviRetail Inc. and the City of Montebello**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve a Professional Services Agreement between the City of Montebello and NaviRetail Inc. in an amount not to exceed $84,000 over the course of a two (2) year term for Market Analysis and Retail Recruitment Services for the City of Montebello; and

2) Authorize the City Manager to execute the Professional Services Agreement between the City and NaviRetail Inc. and any related documents in accordance with Montebello Municipal Code ("MMC") Chapter 3.20.050; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $42,000 in Account 100-50-520-6040.95 (General Fund, Community Development, Planning Division, Other Professional Services); and

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

FISCAL IMPACT

The Professional Service Agreement fee proposal indicates an annual cost of $42,000 with a not-to-exceed-amount of $84,000 over the course of a two (2) year term. The City Council is being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by $42,000 (Account No. 100-50-520-6040.95, General Fund, Community Development, Planning Division, Other Professional Services). The FY 2022-23 budget will be developed to include sufficient funding for these services.

NaviRetail, Inc is a consultant that collects and analyzes market data to help provide communities with information to drive retail development and recruitment decisions. The market analysis work conducted by NaviRetail, Inc. is professional in nature pursuant to MMC Chapter 3.20 – Contracts for Professional and Special Services. The City Manager can be given authorization to approve this professional services agreement with a four-fifths vote by City Council (MMC Code Chapter 3.20.050 - Conformance with Bidding Procedures).

Staff conducted in-person interviews with a total of four (4) market analysis and retail recruitment consultants and determined NaviRetail, Inc can best meet the needs of the community. In this case, given the unique nature and technical aspects of the service, an informal interview/proposal submittal process was utilized in order to find a firm with the best skills match for the City.

BACKGROUND

On May 1, 2021, the City Council held a duly noticed special meeting to discuss strategic planning, goals, and objectives. One of the topics addressed was developing a comprehensive economic development strategy, to include in-house and/or third-party services to assist in these efforts. During this special study session, staff received direction to establish an economic development division to pursue strategic objectives and develop a plan for economic development within the City. The Planning and Community Development Department took the lead in completing this task in developing a vision for a functional economic development division that would holistically address the needs for economic development. This includes developing a strategic economic development plan and establishing vital relationships and marketing strategies for commercial retailers and eating establishments.

The City is currently working on its comprehensive General Plan Update that will include the Downtown Montebello Specific Plan. This process will help inform the newly established economic development division with its focus in preparing a qualified list of prospective retailers based on current market analysis and facts necessary to attract key commercial retailers and development projects to the City. It is important to note that this area of expertise is unique and there are a limited number of qualified firms in the country with the required expertise to assist in achieving these economic development goals.

On December 5, 2021, staff consisting of the City Manager, Assistant City Manager, and Director of Planning and Community Development attended the International Council of Shopping Centers (ICSC) in Las Vegas, Nevada and conducted in-person interviews/meetings and shared appropriate contact information with four prospective retail strategy consultants. These interviews/meetings included the following retail consultant firms/representatives:

NAME	REPRESENTATIVE
NaviRetail Inc.	Lanie Keen, Project Director
Retail Strategies	Christopher Bontrager, Vice President

Star Retail Advisors	Todd Star, Managing Partner
The Retail Coach	Charles R. Parker, Project Director

The in-person interviews and proposed Professional Services Agreement is in conformance with the City's procurement policies for professional services under fifty thousand dollars a year, and as authorized by the MMC Chapter 3.21 (Contracts for Professional and Special Services). Subsequently, staff received a proposed scope of work from NaviRetail Inc. to provide the City with a market analysis and retail recruitment services. This proposal was consistent with the City's vision and overall objective to do its due diligence and prepare a strategic economic development plan to target retailers and developers for future development. The contemplated services are intended to move the City forward in implementing a vision for strategic economic development with a focus on citywide economic health and vitality. In addition, this effort would focus on advancing the City's goal to revitalize the downtown corridor.

Established in 2016, NaviRetail Inc. has a unique expertise along with a verified track record that includes working in 30 different states and over 400 communities all across the United States of America. Based on their experience and private sector expertise, NaviRetail Inc. has demonstrated its ability to enhance the City's economic development efforts including, among other things, its retail/commercial component. Staff believes NaviRetail Inc. would complement the City's Economic Development Division under the direction of a full-time Economic Development Manager to establish and implement the City's strategic economic development plan.

While the proposed Professional Services Agreement is one which may be approved under the City Manager's authority (MMC Section 3.21.050), staff determined it was appropriate to bring this matter back to the City Council as an update on the direction given to staff during the May 1, 2021 special meeting on the City's economic development plan. The proposed Professional Services Agreement is for a two-year (2-year) term with an option to extend for one (1) additional year thereafter.

ENVIRONMENTAL

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

Staff has reviewed the Project to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that

the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project may be subject to environmental review prior to implementation.

SUMMARY

The City Council will consider approving a Professional Services Agreement for Market Analysis and Retail Recruitment Services with NaviRetail Inc. and authorize the City Manager to execute the Professional Services Agreement (attached hereto in substantial form) to be reviewed and approved as to form by the City Attorney. Under general direction from the Director of Planning and Community Development, and designated staff, NaviRetail Inc. will be tasked with the following scope of services which are described in more detail in the Proposed Scope of Work (please see "Exhibit A" to Attachment A):

Phase 1 – Critical Path Method (CPM) and Project Kickoff
Phase 2 – Data Gathering and Collection
Phase 3 – Market Analysis and Mobility Assessment
Phase 4 – Combine Reports and Market Findings
Phase 5 – Community Forum and Recruitment Workshop
Phase 6 – Retail Matching and Targeting Strategies
Phase 7 – Site Matching and Inventory Assessment
Phase 8 – Hotel Monitoring and Feasibility Study
Phase 9 – Action Items and Recommendations
Phase 10 – Business Recruitment and Retention

ATTACHMENT:

A. Attachment A – Professional Services Agreement No. 3946

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3946
WITH NAVIRETAIL INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **January 12, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and NaviRetail Inc., a Mississippi corporation (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 services for Market Analysis and Retail Recruitment Services in the CITY, as described in the Scope of Work (dated December 17, 2021); 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. TERM OF AGREEMENT

1.1 This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire two (2) years from the Effective Date, unless terminated earlier as hereinafter provided.

1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement for an additional one-year (1-year) extension, and upon such terms and conditions mutually agreed upon by the Parties in writing.

1.3 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 the CITY's applicable, department head.

SECTION 2. PERFORMANCE/COMPENSATION

2.1 The CONSULTANT shall perform the services as set forth in the December 17, 2021 Scope of Work and pursuant to the schedule set forth therein.

2.2 The Parties acknowledge and agree that any and all opinions provided by the CONSULTANT in connection with the Scope of Work represent the professional judgment of the CONSULTANT in accordance with the

professional standard of care applicable by law to the services performed hereunder.

2.3 The CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the CITY require additional services not included under this Agreement, the CONSULTANT shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

2.4 The CONSULTANT shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.

2.5 Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit the CONSULTANT from rendering services to any other entities during the term of this agreement.

2.6 The CITY shall remit two (2) annual payments to the CONSULTANT in the following manner provided the total of such payments shall not exceed **FORTY-TWO THOUSAND DOLLARS** per year:

(a) Year 1: The first payment of TWENTY-ONE THOUSAND DOLLARS AND 00/100 CENTS ($21,000.00) is due to the CONSULTANT within thirty (30) days after the CITY has issued the Notice to Proceed. The second payment, for TWENTY-ONE THOUSAND DOLLARS AND 00/100 CENTS ($21,000.00) is due to the CONSULTANT within six (6) months of the Effective Date.

(b) Year 2: The first payment of TWENTY-ONE THOUSAND DOLLARS AND 00/100 CENTS ($21,000.00) is due to the CONSULTANT within thirty (30) days after the one-year anniversary of the CITY's issuance of the Notice to Proceed. The second payment of TWENTY-ONE THOUSAND DOLLARS AND 00/100 CENTS ($21,000.00) is due within thirty (30) days after the eighteen-month anniversary of the City's issuance of the Notice to Proceed.

(c) Year 3 (optional): If the Agreement is extended for the additional year past the Agreement's original term in the form and manner authorized in Section 1.2 above, the Parties shall negotiate the payment schedule for Year 3; provided such amount shall not exceed FORTY-TWO THOUSAND DOLLARS AND 00/100 CENTS ($42,000.00).

(d) Invoices: The CONSULTANT shall submit invoices at least fifteen (15) days prior to when each payment is due as described above. The CONSULTANT shall provide invoices with sufficient detail to ensure compliance with performance of the Scope of Work. Where applicable, the information required shall include, date(s) of work, hours of work, rate(s), accomplishments, and material costs.

2.7 The CONSULTANT shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the

compensation due under this Agreement.

SECTION 3. PERFORMANCE.

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

3.2 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.

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

3.4 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.

3.5 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.

3.6 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which specifically states it is modifying or amending this Agreement.

3.7 Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the CONSULTANT and marked “Confidential” shall be kept confidential by the CITY unless written permission is granted by the CONSULTANT for its release; provided that such permission shall not be unreasonably withheld by the CONSULTANT especially when disclosure is legally required.

3.8 Compliance with Laws. The CONSULTANT shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

3.9 Ethics. The CONSULTANT shall keep informed of and comply with all ethical standards governing the CONSULTANT’s profession.

3.10 Force Majeure. Neither Party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

3.11 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

SECTION 4. WORK PRODUCT.

4.1 The CONSULTANT hereby agrees that all non-proprietary 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.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

7.1 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.

7.2 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.

7.3 Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

7.4 Either Party may terminate this Agreement immediately upon the material breach of the other Party.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONSULTANT.

10.1 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.

10.2 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.

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

SECTION 11. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

11.1 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.

11.2 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.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

14.1 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:

a. **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.

b. **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.

c. **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.

d. **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.

14.2 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.

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

14.4 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.

14.5 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.

14.6 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: Gina Skibar, Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

14.7 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.

14.8 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).

14.9 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.

14.10 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. 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.

14.11 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.

14.12 All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and the 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.

14.13 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.

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

15.1 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.

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

SECTION 16. NO WAIVER.

16.1 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.

17.1 Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in

that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

18.1 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.

19.1 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.

20.1 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.

20.2 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.

20.3 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.

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

20.5 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.

20.6 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.

21.1 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: Joseph Palombi, Director of Planning & Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: jpalombi@cityofmontebello.com

With a copy to:
Alvarez-Glasman & Colvin
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Pkwy North
Suite 400 – West Tower
City of Industry, CA 91746
(562) 699-5500
Email: AGlasman@agclawfirm.com

If to CONSULTANT: NaviRetail Inc.
Attn: Casey Kidd or Lanie Keen
5100 Poplar Avenue, Suite 2700
Memphis, Tennessee 38137
(901) 356-6506
Email: casey@naviretail.com

21.2 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 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

23.1 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.

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

SECTION 24. ENTIRE AGREEMENT.

24.1 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**]

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	**NaviRetail Inc.**
_____	_____
René Bobadilla, City Manager	Casey Kidd, Chief Executive Officer
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT:

- Exhibit A – Proposal/Scope of Work dated December 17, 2021

EXHIBIT “A”

Exhibit A

NaviRetail
We are the retail experts.

PROPOSED

SCOPE OF WORK

Market Analysis and Retail Recruitment Services

Montebello, California December 2021

Memphis Office
5100 Poplar Avenue
Suite 2700
Memphis, Tennessee 38137

Fort Worth Office
201 Main Street
Suite 600
Fort Worth, Texas 76102

NaviRetail
We are the retail experts.

Lanie Keen, Project Director
NaviRetail Inc.
5100 Poplar Avenue
Suite 2700
Memphis, Tennessee 38137

December 17, 2021

Joseph Palombi, Director, Planning & Community Development
City of Montebello
1600 W. Beverly Boulevard
Montebello, California 90640

Re: Market Analysis and Retail Recruitment Services

Joseph:

I want to take this opportunity to thank you for reviewing our Scope of Work and considering us. NaviRetail has long-awaited the chance to work with Montebello.

As we've discussed in the past, we do things very differently, and I truly believe this approach is exactly what the city needs in order to accomplish its many development goals.

As a company, we take great pride in ensuring that every detail of a project is not only recognized, but also, addressed in a very intentional manner. Our approach to every project prioritizes the following:

1. Quality over quantity
2. Cutting-edge creativity
3. Commitment and perseverance

We believe that every project should begin with a well-defined plan; however, I can't emphasize enough the need for economic responsibility and sustainability when crafting this plan. We are full-fledged supporters of new business development while also maintaining economic sustainability amongst current businesses in Montebello.

With your help, I believe that we can not only accomplish the goals of the city, but exceed them in every way. I am confident we will have success, and I can't wait to see Montebello thrive like we all know it should.

Please review the following Scope of Work; and if you should have any questions, feel free to contact me directly via phone at (901) 356-6506 or e-mail at lanie@naviretail.com.

Sincerely,



Lanie Keen, Project Director

NaviRetail

EXECUTIVE

SUMMARY

EXECUTIVE **SUMMARY**

You might be asking yourself: *Why is _____ not here?* or *How come we don't have a _____?*

The answers to these questions vary from scenario to scenario, but one thing remains true for all: If they could be there, they would be. Our goal is to find out what is keeping them from being there and mitigate any issues that might stand in the way of them locating.

Year 1

Phase 1: **Critical Path Method (CPM) & Project Kickoff**
We will meet with the economic development staff to organize efforts and determine the CPM for future development in Montebello. This step ensures our process remains both efficient and pragmatic.

Phase 2: **Data Gathering & Collection**
We will start by gathering all the necessary data and facts about the area. This data focuses primarily on those who frequently shop and eat in the area, not just those who live within the Montebello city limits.

Phase 3: **Market Analysis & Mobility Assessment**
We will use market insights to study the patterns and trends concerning Montebello's consumers. With this information, we can better affect recruitment. This helps us to "zero-in" on prospective business targets.

Phase 4: **Combine Reports & Market Findings**
We will create comprehensive reports to better convey what this information means. What good is all of this useful information if presented in a way that is hard to digest or understand? Simple is better and that's exactly our approach.

Phase 5: **Community Forum & Recruitment Workshop**
We will host two separate seminars in Montebello where local stakeholders, developers, and businesses all have a chance to network as well as receive relevant market data. Community buy-in is imperative.

Phase 6: **Retailer Matching & Targeting Strategies**
We will match the city's data to businesses that are a fit for Montebello. Effective targeting is crucial to the success of our recruitment efforts. This is why possessing in-depth data about the city's consumers proves to be so important.

Phase 7: **Site Matching & Inventory Assessment**
We will match targeted businesses with sites that would best suit them. Matching retailers with sites that fit their consumer's psychographic profile and spending trend is paramount when courting a business prospect.

Phase 8: **Hotel Monitoring & Feasibility Study (Optional +$7,500)**
We will prepare a hotel feasibility study for a proposed hotel property in Montebello so that NaviRetail has adequate and necessary marketing collateral while attracting prospective hotel developers to the city.

Phase 9: **Action Items & Recommendations**
We will identify and address any issues that might be hindering the city's development goals. We will submit relevant recommendations that serve to mitigate obstacles that would slow down the development process.

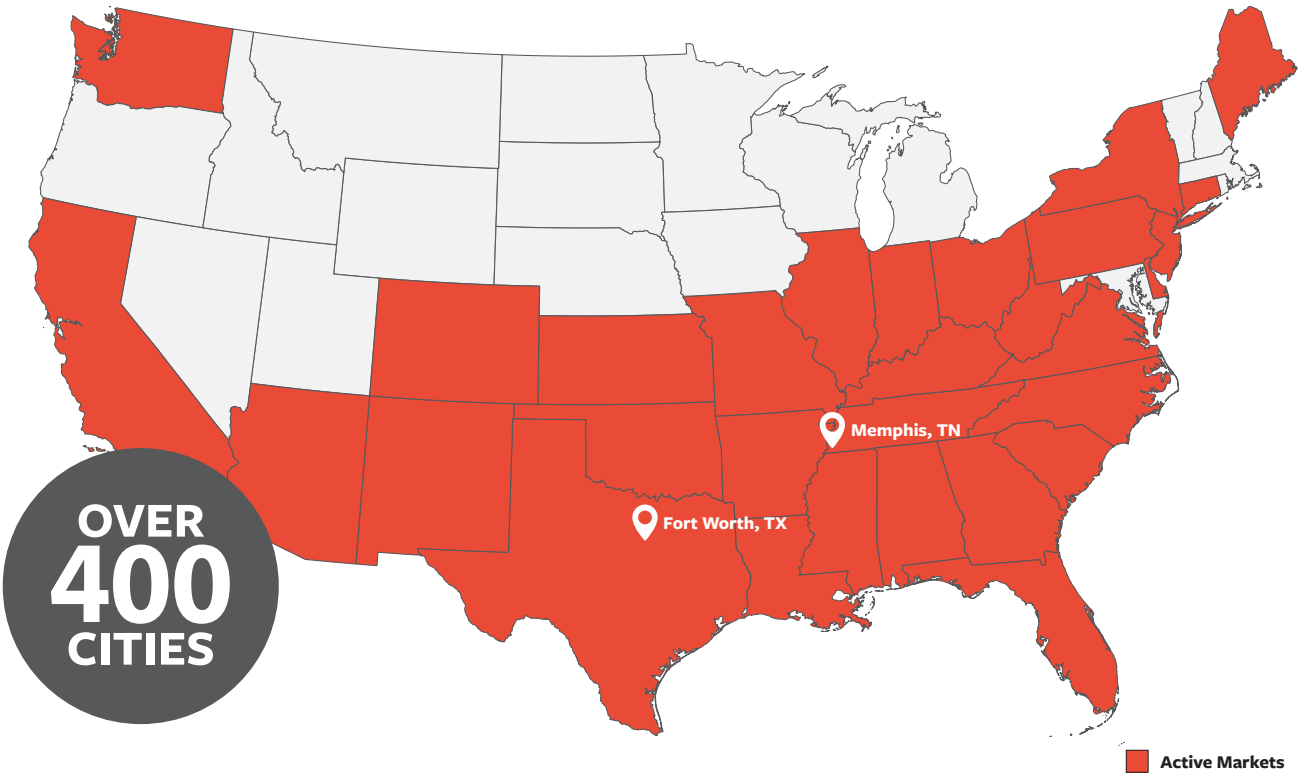
Phase 10: **Business Recruitment & Retention**
We will begin contacting targeted retailers and developers on the city's behalf. This is where our vast network of industry connections with both retailers and developers is such a value to Montebello. Having a "foot in the door" speeds up this process tremendously.

NaviRetail

COMPANY BACKGROUND &

EXPERIENCE

OUR **COMPANY**



ABOUT US

Founded in 2016, NaviRetail quickly became the industry leader in economic development consulting and new business recruitment. The tenure of several employees at other companies provided a new perspective on the retail recruitment industry and has allowed NaviRetail to differentiate itself from competitors.

NaviRetail team members have worked in as many as 30 different states and over 400 communities all across the U.S. With over 50 years in combined experience, we are shedding new light on the retail recruitment industry. This perspective is mandatory to recruit the retailers your constituents want to see.



Clark Tower – Memphis, Tennessee Office



Wells Fargo Tower – Fort Worth, Texas Office

We want to show you the retail potential Montebello has and also allow you the opportunity to work together with us during the process. This is the part of our job that we love the most. Developing relationships and working directly with communities are the key elements to success.

We are dedicated to becoming a full-fledged community partner, as this is the exact sort of environment which yields success. We will bridge the gap between both the public and private sectors.

Project Leaders



Casey Kidd

Chief Executive Officer

A native of North Mississippi, Casey Kidd has worked as an economic development consultant across the U.S. for more than a decade. His passion for unconventional data analysis, combined with his knack for working deals for cities from start to finish, make him a well-suited match for the ever-changing retail market. Kidd has worked with government officials and stakeholders in over 400 communities and 30 states — and can likely tell you the exact address of city hall, the nearest Walmart, and the best local brewery in each of them.

Aside from his expertise in data analysis and placemaking, Kidd is largely guided by his personal relationships with national retailers. These connections give him an insider's perspective into specifics retailers look for when considering a new site, as well as how cities can position themselves more competitively in today's market.

Early in his career, Kidd developed the first technology for interpreting cell phone data to track consumer movement and spending; and he continues to be committed to giving back to the industry with the development of cutting edge technology.

Before his love for data and dealmaking sent him on the road, Casey traveled as a professional musician and composer. His work is still brought to life by groups across the world, while he spends most of his days now on an airplane (possibly one he's piloting), on the phone, or at a desk making deals happen for small town America.



Lanie Keen

Project Director

Lanie Keen's consulting work has always centered around connecting people and closing the gap between resources and unrealized potential. As Project Director at NaviRetail, she brings to the team a diverse background in communications, sustainability, grant writing, and development that allows her to serve clients in a uniquely holistic way.

Her experience spans a wide range of markets, including: nonprofit, municipal government, commercial development, and private consulting. Keen works in tandem with the firm's CEO, community leaders, property owners, developers, brokers, and numerous other stakeholders to consider projects from a strategic point-of-view, with the end goal being to foster alignment between cities and growth objectives.

When she's not working on projects that enhance community, you'll find Keen enjoying a book and a cup of locally roasted coffee, feeding the cows on her farm north of Nashville, Tennessee, or exploring downtowns across the U.S. that aren't clients (yet!) with her husband, Weston.

OUR **TEAM**

Board of Directors



Casey Kidd
President &
Chief Executive Officer



Walker Wright
Vice President &
Director of Sales



Dan Umberger
Treasurer &
Director of Operations



Jeff Leathers
Secretary &
General Counsel

Staff & Contractors



Carmen Cristo
Director of Marketing



Eli Tate
Director of Municipal Projects



Christina Dixon
Director of Retail Marketing



Jacy Waldrop
Senior Graphic Designer



Lanie Keen
Project Director



Blake Spencer
Project Director



Katherine Johnson
Marketing Coordinator



Caleb Warren
Graphic Designer

Radomyr Bezghin
iOS Developer

Connor Knight
iOS Developer

Steve Gifford
iOS Developer

Arte Limani
Architect

Scott Reimels
Web Developer

Raul Rivas
Web Developer

Phil Harner
Web Developer

Mary Kramer
Receptionist

NaviRetail

PROPOSED

SCOPE OF WORK

Phase 1

Critical Path Method (CPM) & Project Kickoff

Thank you for taking the initiative to be proactive rather than reactive. By hiring us, you're proving that the future development in Montebello is a priority that cannot be ignored. Our critical path method (CPM) includes several discussion topics listed below. We look forward to kicking off this project with the city and discussing our approach.

Our plan, while not necessarily a step-by-step guide, will aid in the decisions the city will be making in determining the future for Montebello. We will place much emphasis on ensuring economic democracy amongst current businesses so as not to change the self-managed enterprises that already exist in the local market.

We will thoroughly research and analyze various aspects about the community, even outside of the local economy, so that we offer the most complete perspective available by an outside firm. The topics presented will be done so in a diplomatic fashion, but with the utmost importance placed on truth, accuracy, and pragmatism.

Topics To Be Covered:

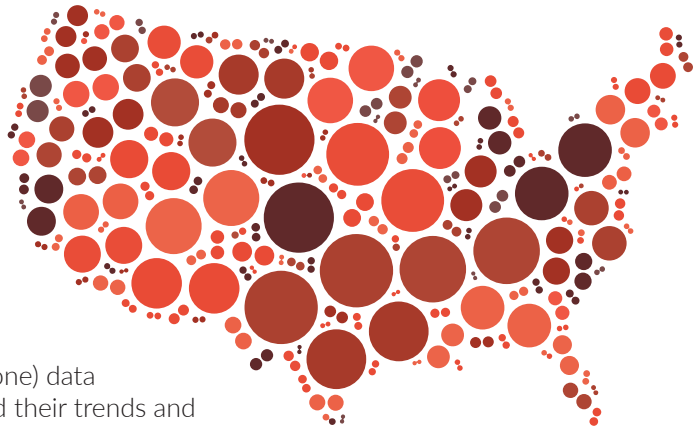
This list is simply a minimum list of topics to be included and is expected to grow as this process continues and our data is gathered.

- Business Feasibility and Consumer Targeting
- Overall Aesthetics of the Montebello Market
- Government Organization and Economic Solidarity
- Inclusion and Availability of Small Business Resources
- Available Properties Highest and Best Uses
- Future Housing Development
- Infrastructure Improvements and Expansion
- Retail Education and Current Business Development
- Tourism Planning and Staffing Considerations
- Young Talent Retention Strategies
- Workforce Development and Education

SCOPE OF **WORK**

Phase 2

Data Gathering & Collection



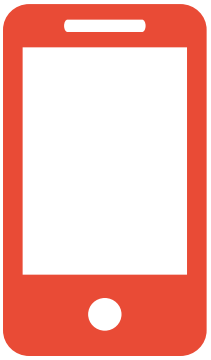
1. ***Identify*** **Existing Businesses**
   NaviRetail will identify existing businesses in the market to survey the base of all the consumers present in the market.

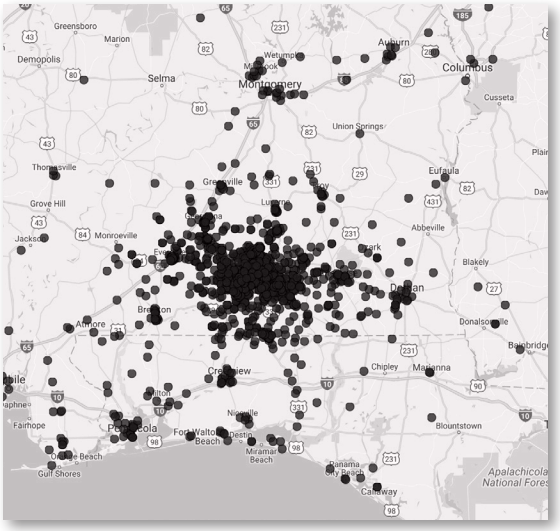
2. ***Ping*** **Mobile Device Data**
   NaviRetail will collect mobile device (cell phone) data about these consumers to better understand their trends and patterns.

3. ***Collect*** **Demographics, Psychographics, and Leakage/Surplus Data**
   NaviRetail will collect all relevant demographic, psychographic, and sales leakage/surplus data to be paired with relevant mobile device data.

How **do you do that?**
Through strategic partnerships, NaviRetail has the ability to track the GPS in location-enabled devices all across the United States. This data shows us where consumers live, work, and even where they were leading up to the surveyed retail location.

Why **is this important?**
Possessing accurate data is paramount. Retailers rely heavily on specific data regarding their consumers, and thankfully – NaviRetail is able to provide them with just that. Being able to show them what's happening in a given market is the first step to effective retail recruitment.





Phase 3

Market Analysis & Mobility Assessment

1. ***Determine*** **Retail Trade Area(s)**
   NaviRetail will evaluate the Retail Trade Areas for your market by filtering through the mobile device data collected, leaving only the most frequent consumers.

2. ***Pair*** **Data Sets**
   NaviRetail will pair geographic data with other data sources that may include consumer spending surveys, credit card transactions, and lifestyle attributes.

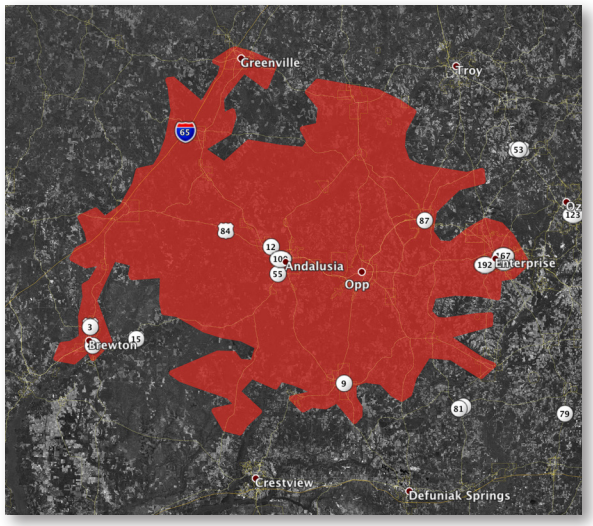
3. ***Analyze*** **Collected Data**
   NaviRetail will thoroughly analyze the demographics, psychographics, and leakage/surplus data to determine who your consumers are and what they're buying elsewhere.

4. ***Compare*** **Peer Communities**
   NaviRetail will identify peer communities with similar demographics that already possess the desired retail offerings the city seeks, helping to better understand how and why they located where they did.

5. ***Identify*** **Competing Communities**
   NaviRetail will identify competing communities that might be causing consumers to leave the city to purchase a particular good or service, ultimately causing retail sales to leak outside the city.

Why **is this important?**
Knowing the consumers in a given market is essential for targeting suitable retailers. We spend quite a bit of time gathering and analyzing information to accomplish this. In the end, the retailers feel most confident in their decision when they can depend on the information we've provided, even after a store is built.





Phase 4

Combine Reports & Market Findings

1. ***Create*** **Retail Marketing Flyer**
   NaviRetail will create marketing pieces for the city that contains pertinent information retailers and developers might want to see in first conversations.

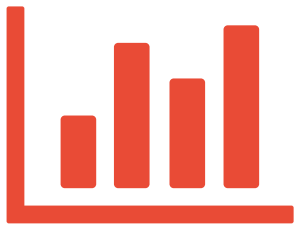
2. ***Create*** **Demographic, Psychographic, and Leakage/Surplus Reports**
   NaviRetail will compile all the collected demographic, psychographic, and leakage/surplus data into comprehensive reports, allowing the city to understand their standing in the local market.

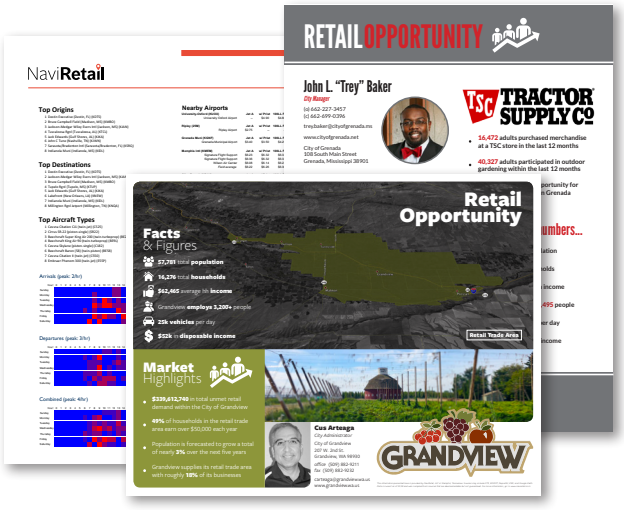
3. ***Create*** **Peer Analysis Report**
   NaviRetail will create a report detailing the identified peer communities that are similar, as well as information about how they might have obtained their current selection of retailers.

4. ***Create*** **Competing Communities Report**
   NaviRetail will create a report that lists the current competing communities of the city, threats that they might impose, as well as potential opportunities that exist because of their current situation.

5. ***Create*** **Radial & Drive-time Reports**
   NaviRetail will create several different radial and drive-time reports, allowing for fast access of general demographic information if needed by the city or members of NaviRetail while at trade shows.

Why **is this important?**
Not only do we provide you valuable data about your consumers, but we also compile it into a format retailers want to see. Branding is an extremely powerful tool when reaching out to retailers; therefore, we ensure that all of your reports are not only helpful, but also eye-catching and consistent. This is very influential when retailers are reviewing the facts about your consumers and Retail Trade Area.





Phase 5

Community Forum & Recruitment Workshop

1. ***Host*** **Seminars for Local Businesses & Stakeholders**
   NaviRetail will host two (2) seminars in Montebello:

   The first seminar will invite local businesses and other major stakeholders to help identify ways in which to enrich the current retail landscape in Montebello.

   The second seminar will invite the City Council and the Planning / Zoning Commission to come and learn about what retail recruitment entails and ultimately means for the city as we work through this process together.

2. ***Connect*** **Locals with Opportunities for Development or Franchising**
   NaviRetail will educate stakeholders about development and franchising opportunities, gather contact information, and follow-up with interested parties about how to get involved.

3. ***Identify*** **Potential Development & Redevelopment Opportunities**
   NaviRetail will identify and pursue potential development and redevelopment opportunities involving those locally that might be interested in helping with future development or redevelopment in the area.

Why **is this important?**
Connecting with local stakeholders is essential for getting the entire city on the same page. We prefer to do this prior to starting recruitment rather than after the fact. This way, if there are any potential issues, we can mitigate those on the front end - not after we have an interested party.





Phase 6

Retailer Matching & Targeting Strategies

1. ***Analyze*** **Retail Wish List**
   NaviRetail will collect and analyze a "retail wish list" from the city. This is a list of retailers that constituents have expressed they would like to see added to Montebello's retail base.

2. ***Identify*** **Expanding Retailers**
   NaviRetail will identify and track retailers that are currently expanding, as well as keeping a mindful watch on retailers who are currently not expanding, but might potentially be in the near future.

3. ***Create*** **Retailer Target List**
   NaviRetail will create a list of retailer targets that fit Montebello's demographics and needs. This list will be a combination of matches from the retail wish list, as well as other targets added by NaviRetail.

Why **is this important?**

Knowing who to target at trade shows and events is sometimes half the battle of recruiting retail. The retail recruitment industry is changing at a very fast pace. Going blindly after retailers can not only be ineffective, but possibly even detrimental.

NaviRetail focuses on tracking movement in the retail industry so that we always know who, when, and how to target the retailers we've matched to Montebello.





Phase 7

Site Matching & Inventory Assessment

1. ***Catalog*** **Available Properties**
NaviRetail will research and catalog the current available properties for retail in Montebello. This property database information is essential for next steps when we identify an interested party.

2. ***Match*** **Sites to Retailer Targets**
NaviRetail will use the compiled property database in conjunction with our retailer match list to determine which available properties would be best for the targeted retailers.

3. ***Determine*** **Any Potential Issues**
NaviRetail will identify potential issues or obstacles that may exist concerning a retailer locating on a given property. We will also work to mitigate these issues before the initial contact with the retailer.

Why **is this important?**

The retailers always take the path of least resistance and the more information we can provide them initially, the better the chance is that they'll take it back to the office and do their own research.

By collecting and organizing some of this information for the retailers, we streamline the recruitment process. This allows us to see results faster rather than waiting for our initial contact with the retailers to collect and sort this data.



Phase 8

Hotel Monitoring & Feasibility Study

1. ***Collect*** **Hotel Market Data**
   NaviRetail will gather relevant market data from existing properties in the Montebello hotel market area. This data will help serve Montebello for both future developments and the retention of existing hotel properties.

2. ***Analyze*** **Hotel Market Conditions**
   NaviRetail will evaluate the hotel market in Montebello to measure the market rebound from the COVID-19 pandemic. This includes a review of data from previous years, including the pandemic, and comparison to current market conditions.

3. ***Prepare*** **Hotel Feasibility Study**
   NaviRetail will prepare a Hotel Feasibility Study for the purposes of building a proposed property in Montebello and the feasibility of this project thereof. This will detail the construction costs, land costs, and include market data to show whether this project would be feasible or not, and to what extent.

Why **is this important?**

We believe that adequate hotel lodging space is a very necessary piece of a town's overall tourism strategy. This ensures that the tourist or business traveler is able to make all purchases locally when suitable hotel properties are available near their final destination.





Phase 9

Action Items & Recommendations

1. ***Send*** **Progress Reports**
   NaviRetail will send frequent progress reports to our point of contact throughout this project.

2. ***Follow up*** **with Stakeholders and Seminar Attendees**
   NaviRetail will be available for contact by seminar attendees throughout this project.

3. ***Identify*** **Action Items and Recommendations**
   NaviRetail will identify potential obstacles that stand in the way of development in Montebello and recommend ways in which the city can work to mitigate these issues.

Why **is this important?**

It's difficult to fix a problem that you never knew was a problem. That's where our help proves to be invaluable to Montebello.

We believe wholeheartedly that if development could happen without further city intervention, it would. When it hasn't already, we see it as our duty to identify and inform our clients how to be proactive in mitigating any issue that might hinder development.





Phase 10

Business Recruitment & Retention



1 ***Attend*** **Retail Trade Shows**

NaviRetail will attend the following trade shows on behalf of Montebello (if deemed safe to do so):

- **ICSC RECon Las Vegas**
- **ICSC Red River States Conference & Deal Making**
- **ICSC Chicago Deal Making**
- **ICSC Heartland States Idea Exchange**
- **ICSC New England Conference & Deal Making**
- **ICSC Tennessee/Kentucky Idea Exchange**
- **ICSC Florida Conference & Deal Making**
- **ICSC PA/NJ/DE Conference & Deal Making**
- **ICSC Western Conference & Deal Making**
- **ICSC Southeast Conference & Deal Making**
- **ICSC New York Deal Making**
- **ICSC West Florida Idea Exchange**
- **ICSC Carolinas Conference & Deal Making**
- **Retail Live! Southwest Deal Making**
- **Retail Live! Chicago Deal Making**
- **Retail Live! Southeast Deal Making**

2 ***Contact*** **Retailers**

NaviRetail will contact the retailers listed on the Retailer Match List, at minimum, quarterly.

3 ***Contact*** **Developers**

NaviRetail will contact the developers listed on the Developer Match List, at minimum, quarterly.

Why **is this important?**

We believe that retail trade show marketing should be the core of any retail recruitment strategy. That is why we attend trade shows on behalf of our clients all across the United States.

Not only do we leverage our many years of industry connections on behalf of Montebello, but we also employ checks and balances to make sure existing businesses continue to thrive while recruiting new ones.

PROJECT **TIMELINE**

Year 1

Agreement is Signed
Both parties have fully executed the agreement.

Phase 1: **Critical Path Method (CPM) & Project Kickoff**
This will be started immediately.

Phase 2: **Data Gathering & Collection**
This will be started immediately.

Phase 3: **Market Analysis & Mobility Assessment**
This will be completed 3-4 weeks after Project Kickoff.

Phase 4: **Combine Reports & Market Findings**
This will be completed 4-5 weeks after Project Kickoff.

Travel: **Trip to Montebello to Discuss Findings**
This will be completed 7-8 weeks after Project Kickoff.

Phase 5: **Community Forum & Business Workshop**
This will be completed within 2 months after Project Kickoff, schedules permitting.

Phase 6: **Retailer Matching & Targeting Strategies**
This will be completed within 3 months of Project Kickoff.

Phase 7: **Site Matching & Inventory Assessment**
This will be completed within 4 months of Project Kickoff.

Phase 8: **Hotel Monitoring & Feasibility Study (Optional +$7,500)**
This will be completed within 5 months of Project Kickoff.

Phase 9: **Action Items & Recommendations**
This will be completed within 6 months of Project Kickoff.

Phase 10: **Actual Business Recruitment & Retention**
We will begin retailer/developer contacting once the retailer match list has been approved by Montebello.

Years 2–3

Ongoing: **Retail Recruitment Support**
We will update Montebello's collected data, to include mobile data, demographics, psychographics, leakage/surplus data, and anything else the city needs in regards to retail recruitment.

Ongoing: **Contacting**
We will continue to contact retailers and developers on behalf of Montebello.

PROJECT **DELIVERABLES**

Year 1

- **Community Demographic Profile**
- **Primary & Secondary Retail Trade Areas Demographic Profiles**
- **Primary & Secondary Retail Trade Areas Psychographic Profiles**
- **Total Retail Trade Area Gap Analysis**
- **Retail Marketing Flyer**
- **Peer Communities Analysis**
- **Competing Communities Analysis**
- **Radial Demographic Profiles**
- **Drive-time Demographic Profiles**
- **Community Forum**
- **Recruitment Workshop**
- **Retailer Match List**
- **Developer Match List**
- **Available Property Database**
- **Hotel Feasibility Study (If Selected)**
- **Action Items**
- **Trade Show Attendance**
- **Retailer Contacting**
- **Developer Contacting**

Years 2–3

- **Updated Community Demographic Profile**
- **Updated Primary & Secondary Retail Trade Areas Maps**
- **Updated Primary & Secondary Retail Trade Areas Demographic Profiles**
- **Updated Primary & Secondary Retail Trade Areas Psychographic Profile**
- **Updated Primary & Secondary Retail Trade Areas Leakage/Surplus Analyses**
- **Updated Montebello Retail Marketing Flyer**
- **Updated Radial Demographic Profiles**
- **Updated Drive-time Demographic Profiles**
- **Updated Retailer / Developer Match Lists**
- **Continued Trade Show Attendance at Listed Shows**

NaviRetail

PROFESSIONAL SERVICES

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This contract ("Agreement") is entered into as of the date this Agreement is signed by both parties ("Effective Date"), between the City of Montebello ("the Client"), and NaviRetail Inc., a Mississippi Corporation ("the Contractor") (each a "Party" and collectively "Parties"), acting through their authorized representatives.

WHEREAS, the Client wishes to engage the services of the Contractor to assist the Client in their retail recruitment efforts ("the Project"). The Contractor wishes to provide services for **Market Analysis and Retail Recruitment Services**, as described in this Scope of Work ("the Proposal").

THEREFORE, in exchange for the mutual obligations in this Agreement, and other consideration, the Parties agree as follows:

1. Term of Agreement

1.1 This Agreement commences on the Effective Date and continues through twenty-four (24) months from Effective Date.

1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement.

2. Services by the Contractor

2.1 The Contractor shall perform the services in connection with the Project as set forth in the Proposal on the schedule set forth in the Proposal.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Contractor in connection with the Proposal represent the professional judgment of the Contractor in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.3 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the Client require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

2.4 The Contractor shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.

2.5 Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit the Contractor from rendering services to any other entities during the term of this agreement.

3. Compensation to the Contractor

3.1 The Client shall remit two payments to the Contractor. The first payment, for the amount of **$42,000.00**, is due within fifteen (15) days of the Effective Date. The second payment, for the amount of **$42,000.00**, is due within twelve (12) months of the Effective Date. If this contract is extended past its original term, a third payment, for the amount of **$42,000.00**, is due within twenty-four (24) months of the Effective Date.

3.2 The Contractor shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the compensation due under this Agreement.

4. Termination

4.1. Either Party may terminate this Agreement immediately upon the material breach of the other Party.

5. General Obligations and Agreements

5.1 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which specifically states it is modifying or amending this Agreement.

5.2 Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor and marked "Confidential" shall be kept confidential by the Client unless written permission is granted by Contractor for its release.

5.3 Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

5.4 Entirety of Agreement. This Agreement and its attachments, if any, represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.5 Ethics. The Contractor shall keep informed of and comply with all ethical standards governing the Contractor's profession.

5.6 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

5.7 Indemnification. The Contractor shall indemnify, defend and hold harmless the Client and its agents, employees, successors and assigns from all claims, lawsuits, and liabilities arising out of the Contractor's performance (or failure to perform) under this Agreement.

5.8 Independent Contractor. The Contractor is an independent contractor, and not an employee of the Client, under this Agreement. The Contractor is not authorized to incur any obligation on behalf of the Client.

5.9 Ownership of Work Product. All work product, including but not limited to all documents, reports, records, materials and data resulting from performance of this Agreement and produced for the Client's exclusive use shall become the property of the Client upon completion of this Agreement. The Client agrees that it shall not alter, transform, or make derivative works of the product for the distribution or sale to any third-party. Any materials bearing the name or Thad of any specific retailer, developer, or other entity and/or not otherwise designated as being produced for the exclusive use of the Client shall not be considered as being produced for the exclusive use of the Client and shall remain the property of the Contractor.

5.10 Third-Party Beneficiary Rights. The Parties do not intend to create in any other person the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties have any right to enforce this Agreement, to any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5.11 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

5.12 Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5.13 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been agreed to and duly executed by the authorized representatives of the parties hereto as of the Effective Date.

NaviRetail Inc.

Per: _____ Date: _____

Casey Kidd, CEO

– AND –

City of Montebello

Per: _____ Date: _____

Joseph Palombi, Director, Planning & Community Development

ITEM # 18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adopt Resolution No. 22-05 to Authorize Submission of an Application to the State of California Beverage Container Recycling Grant Program**

DATE: January 12, 2022

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 22-05 to authorize the submission of an application to the State of California Beverage Container Recycling Grant program; and

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

FISCAL IMPACT

With Montebello City Council approval, staff will be applying for a potential funding opportunity through CalRecycle. The City could potentially receive up to $5,000 in funding for beverage container recycling and litter cleanup activities. No funding match is required. Should the City be successful in this grant application, Staff will return for City Council action on accepting the award and appropriating funds.

BACKGROUND

Staff is seeking authorization from the City Council to submit an application to CalRecycle for the Beverage Container Recycling Grant. The grant program provides $10.5 million in Fiscal Year 2021-22 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. The overall goal of the program is to reach and maintain an 80% recycling rate for all California Refund Value beverage containers, including aluminum, glass, plastic, and bi-metal containers. Projects implemented by cities and counties will assist the State in reaching and maintaining this goal.

Staff is proposing to utilize the grant funding to support the City's Volunteer Program and City Service Saturday events. Eligible expenses include multi-material recycling bins and litter clean-up event supplies such as bags, liners, gloves, and safety items. The City currently hosts community clean-up events as a part of the above referenced programs and funding for additional supplies would allow for the City to increase the number of events hosted. The purchase of recycling bins also provides the City with an opportunity to better sort and properly recycle waste collected at clean-up events.

As part of the grant application process, a Resolution is required to authorize the grant application and use of funding.

SUMMARY

That the City Council authorize the submission of an application to the Beverage Container Recycling Grant program.

ATTACHMENT:

A. Attachment A – Resolution No. 22-05

ATTACHMENT A

RESOLUTION NO. 22-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING SUMITTAL OF APPLICATION FOR ALL CALRECYLE GRANTS FOR WHICH CITY OF MONTEBELLO IS ELIGIBLE

RECITALS

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

SECTION 1: Approvals and Certifications.

1. Certifies that the City of Montebello authorizes the submittal of applications to CalRecycle for all grants for which the City of Montebello is eligible; and
2. Certifies that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Montebello all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment necessary to secure grant funds and implement the approved grant project; and
3. Certifies that these authorizations are effective for a period of five (5) years from the date of adoption of this resolution.

SECTION 2: 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 12th day of January 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

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

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-05 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12th day of January 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM #_19__

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve an Increase to the Blanket Purchase Order Established with the Sauce Creative Services Corp. for the Purchase of Citywide Printing and Graphic Design Services**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve a change order to the blanket purchase order established with The Sauce Creative Services Corp., to increase the total not-to-exceed amount to $100,000, for the purchase of citywide printing and graphic design services; and

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

FISCAL IMPACT

The Sauce Creative Services Corp. is utilized by various City departments for as-needed individual projects related to printing and graphic design services. Adequate appropriations have been included in each department's adopted budget for Fiscal Year 2021-22. Therefore, no budget amendments are necessary.

BACKGROUND

The Sauce Creative Services Corp. provides the City of Montebello with a variety of items and services such as polo shirts, promotional items, backdrops, mural design and installation services, banners and flyers and printing and graphic services. Services are utilized on an as-needed basis for differing projects depending on the Department's need. In FY 2021-22, services have been purchased by the Administration Department, Planning and Community Development Department, Fire Department, Police

Department, Finance Department, Recreation and Community Services Department, and Transit Department. Each department obtains necessary quotes and places orders on their own. The Sauce Creative Services Corp. has frequently worked with the City since 2019 and keeps record of previous City designs for future projects which saves the City the cost of design fees for recurring purchases. All purchases to date have been made in accordance with the Montebello Municipal Code procurement policies and The Sauce Creative Service Corp. has consistently provided the most competitive quotes.

ANALYSIS

The total amount of citywide purchases for FY 2021-22 from The Sauce Creative Services Corp. is anticipated to exceed $50,000. Montebello Municipal Code Section 3.20 et al requires City Council approval for any purchases of $50,000 or greater. Any future purchases in FY 2021-22 require City Council approval. Purchases for the remainder of FY 2021-22 are not expected to exceed $100,000 citywide. Additional funds allow for departments to purchase necessary promotional items, staff shirts, and potential art installation projects for the remainder of the Fiscal Year. Funds will be available to all City departments on an as-needed basis.

SUMMARY

Staff is recommending that the City Council approve a change order to the Blanket Purchase Order established with The Sauce Creative Corp. to increase the total not-to-exceed amount to $100,000 for the purchase of printing and graphic design services.

ATTACHMENT (S):

None

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Brad Keller, Chief of Police

SUBJECT: **Request to Purchase Police Department Patrol Vehicles**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that City Council:

1) Approve the purchase of seven (7) police patrol vehicles to include necessary equipment and installation services; and

2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases); and

3) Take whatever additional actions necessary to effectuate the procurement of the patrol vehicles.

FISCAL IMPACTS

The total amount necessary to procure the seven (7) patrol vehicles is $398,300. This includes the acquisition cost of each vehicle as well as any required equipment, decals, emergency lights and installation services required to render the vehicle ready for use. City Council is being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases). Prior vehicle purchases have been made utilizing non-General Fund revenue sources (e.g., AQMD, Asset Forfeiture, etc.).

However, the type of vehicles to be purchased do not qualify for AQMD funding (i.e., clean fuel or similar low emissions vehicle) and there is not currently sufficient fund balance in

Asset Forfeiture for this purchase. Given the high priority of this procurement, coupled with the extreme lead team currently needed in purchasing vehicles of any type, it is necessary to procure them utilizing the General Fund.

BACKGROUND

The Patrol Division fleet consists of 27 vehicles that are used by patrol officers, patrol supervisors and K9 officers. These vehicles are in operation 24 hours a day, 7 days a week. Approximately one-third of the Police Department fleet consists of vehicles that are 2014 models and older. These vehicles are becoming expensive to maintain and are no longer suitable for police work given their diminishing dependability**.** Vehicle repairs cause an unintended consequence to the fleet. There are instances when the same patrol vehicles are in use non-stop for several days – as older vehicles are unavailable due to needed repairs.

The requested funds would replace seven (7) vehicles in the patrol fleet. The driving demands of patrol operations place a heavy burden on the components of patrol vehicles, which must be capable of sustained driving, emergency responses and pursuit driving.

The Police Department has additional vehicle needs in the Investigations and Administration Divisions. However, at this time the priority is to replace aging and damaged patrol vehicles. It should be noted that recently two patrol vehicles sustained significant damage in the line of duty and had to be totaled. Therefore, of the seven requested replacement vehicles, two will be replacing vehicles that are no longer in service. The remaining five vehicles will take the place of older, in-use vehicles that have reached the ends of their useful lives.

Vendors have communicated a vehicle inventory shortage throughout the country. Vehicles being requested are not readily available and require being ordered by the manufacturer. If vehicles are ordered today, manufacturers are estimating an approximate 6-8 month delivery timeframe. It is imperative that vehicles are ordered without delay to continue police operations.

In addition to the vehicle purchase costs, there will be a need to purchase emergency equipment and/or graphics for each new vehicle, as some equipment will not be compatible to a new vehicle or is unsuitable for continued emergency vehicle use. The labor to change over the equipment from one vehicle to another and/or to purchase new equipment will be approximately $18,700 per Patrol Vehicle. The total “all in” cost for each patrol vehicle is estimated at $56,900. For seven vehicles, the estimated total cost is $398,300. There will also be additional costs related to DMV title/registration. These costs will be paid for utilizing existing budget in the Support Services Division.

SUMMARY

Staff recommends that the City Council approve purchase of vehicles for essential public safety services, and amend the FY 2021-22 budget by increasing appropriations by $398,300 in Account No. 100-80-815-6082 (General Fund, Police, Support Services, Vehicle Purchases) and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENTS:

A. Attachment A - Vehicle Replacement Summary
B. Attachment B - National Auto Fleet Group Quote (s)

ATTACHMENT A

	F□ 21-22	F□ 22-23	F□ 23-24	TOTAL
Fire	$ 2,207,404	$ 152,000	$ 2,310,000	$ 4,669,404
Parks and Recreation	$ 175,480	$ 93,781	$ 43,471	$ 312,732
Park Maintenance				
Police	$ 774,748	$ 530,448	$ 436,338	$ 1,741,534
	$ 3,157,632	**$ 776,230**	**$ 2,789,808**	**$ 6,723,670**

Project Categories	Total Amount
IT Network Backbone	$ 4,100,000
IT Productivity Software	$ 1,500,000
Fleet Replacement/Upgradees	$ 6,850,000
Sewer Maint/Capital Repairs	$ 4,150,000
	$ 16,600,000

	Total (3 years)
Fire	$ 4,669,404
Parks and Rec	$ 312,732
Parks and Rec	$ 184,000
Police	$ 1,741,534
TOTAL	**$ 6,907,670**

Department	Amount
Fire	$ 4,669,404
Parks and Recreation	$ 496,732
Police	$ 1,741,534
	$ 6,907,670

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

November 19, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford Expedition Limited 2WD responding to your requirement with the attached specifications for $57,535.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford Expedition Limited 2WD	63,375.00	57,535.00	9.21%	5,840.00
Two Extra Keys		450.00		
Sub Total		57,985.00		
Sales Tax		5,943.46		
Transportation		85.00		
Tire Tax		8.75		
Total		64,022.21		

Delivery 120-180 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
U1K	2022 Ford Expedition Limited 4x2

COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

ENGINE

CODE	DESCRIPTION
99T	Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology (STD)

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Auto w/SelectShift

OPTION PACKAGE

CODE	DESCRIPTION
301A	Equipment Group 301A Mid Package -inc: Panoramic Vista Roof, power open/close w/power shade

AXLE RATIO

CODE	DESCRIPTION
X15	3.31 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black Metallic

SEAT TYPE

CODE	DESCRIPTION
EN	Sandstone, Heated & Ventilated Leather Front Captain's Chairs -inc: 7-passenger seating, 10-way power driver w/memory (power function for tilt, lumbar and recline), 8-way power passenger seats (power function for lumbar and recline) and 2-way manually adjustable head restraints

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
52L	Auto Start-Stop Removal *CREDIT*

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
43V	Panoramic Vista Roof -inc: power open/close w/power shade

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology (STD)

3.31 Axle Ratio (STD)

50 States Emissions System

Transmission w/Driver Selectable Mode and Oil Cooler

Rear-Wheel Drive

150 Amp Alternator

78-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

1750# Maximum Payload

GVWR: 7,200 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

23.3 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 20" Bright Machined Aluminum -inc: dark carbonized gray-painted pockets

Tires: P275/55R20 AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Express Open Sliding And Tilting Glass 1st And 2nd Row Sunroof w/Power Sunshade

Body-Colored Front Bumper w/Gray Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Gray Rub Strip/Fascia Accent

Stainless Steel Side Windows Trim and Black Front Windshield Trim

Body-Colored Bodyside Cladding

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Exterior

Chrome Door Handles

Body-Colored Power Heated Side Mirrors w/Driver Auto Dimming, Power Folding and Turn Signal Indicator

Flip-Up Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Speed Sensitive Rain Detecting Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Running Boards

Chrome Grille

Power Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Front Fog Lamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: B&O Sound System by Bang & Olufsen -inc: speed-compensated volume, HD Radio, AM/FM stereo, MP3 capability and 12 speakers including subwoofer

Streaming Audio

Window Grid Antenna

SiriusXM w/360L -inc: super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Entertainment

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, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition

2 LCD Monitors In The Front

Siriusxm Traffic Real-Time Traffic Display

Interior

Driver Seat

Passenger Seat

Bucket Folding Bucket Front Facing Heated Power Reclining Fold Forward Seatback Leather Rear Seat w/Manual Fore/Aft

Front Center Armrest and Rear Seat Mounted Armrest

Power Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fixed 60-40 Split-Bench Vinyl 3rd Row Seat Front, Power Recline, Power Fold Into Floor and 3 Fixed Head Restraints

Heated Leather Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Keypad

Proximity Key For Doors And Push Button Start

Remote Releases -Inc: Proximity Cargo Access and Keyfob Rear Window

Garage Door Transmitter

Cruise Control w/Steering Wheel Controls

Distance Pacing w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts

Locking Glove Box

Full Cloth Headliner

Metal-Look Gear Shifter Material

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Interior

Interior Trim -inc: Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Simulated Wood/Metal-Look Console Insert and Chrome Interior Accents

Leather Door Trim Insert

Heated & Ventilated Leather Front Captain's Chairs -inc: 7-passenger seating, 10-way power driver w/memory (power function for tilt, lumbar and recline), 8-way power passenger seats (power function for lumbar and recline) and 2-way manually adjustable head restraints

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Day-Night Auto-Dimming Rearview Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 4 12V DC Power Outlets and 1 120V AC Power Outlet

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim

Cargo Net

Trunk/Hatch Auto-Latch

Cargo Space Lights

Smart Device Remote Engine Start

Tracker System

Door Mirrors, Steering Wheel and Pedals

FOB Controls -inc: Cargo Access and Remote Engine Start

SYNC 4 Connected Navigation Integrated Navigation System w/Voice Activation

Active Park Assist 2.0

Dashboard Storage, Driver / Passenger And Rear Door Bins

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Power Adjustable Pedals

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Systems Monitor

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Foldable Rear Head Restraints

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Interior	
	Seats w/Leatherette Back Material
	2 Seatback Storage Pockets
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	4 12V DC Power Outlets
	Air Filtration
	4 12V DC Power Outlets and 1 120V AC Power Outlet
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Ford Co-Pilot360 - PCA with AEB and Intersection Assist and Ford Co-Pilot360 - Cross-Traffic Alert
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
	Front Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Expedition (U1K) Limited 4x2 (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Expedition (U1K) Limited 4x2 — MSRP:$63,730.00

Interior:Sandstone, Heated & Ventilated Leather Front Captain's Chairs

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 3.5L EcoBoost V6

Transmission: 10-Speed Auto w/SelectShift

OPTIONS

CODE	MODEL		MSRP
U1K	[Fleet] 2022 Ford Expedition (U1K) Limited 4x2		$63,730.00
	OPTIONS		
301A	Equipment Group 301A Mid Package		$0.00
43V	Panoramic Vista Roof	Inc.	
44U	Transmission: 10-Speed Auto w/SelectShift		$0.00
52L	Auto Start-Stop Removal		($50.00)
99T	Engine: 3.5L EcoBoost V6		$0.00
EN	Sandstone, Heated & Ventilated Leather Front Captain's Chairs		$0.00
UM	Agate Black Metallic		$0.00
X15	3.31 Axle Ratio		$0.00
	SUBTOTAL		**$63,680.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00
	TOTAL PRICE		**$65,375.00**

FUEL ECONOMY

Est City:17 (2021) MPG

Est Highway:23 (2021) MPG

Est Highway Cruising Range:535.90 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15164, Data updated Nov 18, 2021 1:47:00 AM PST

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford F-150 Police Responder Pick Up responding to your requirement with the attached specifications for $37,577.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.Unit to be all White.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford F-150 Police Responder	48,615.00	37,577.00	22.70%	11,038.00
Left and Right Spot		1,569.25		
Sub Total		39,146.25		
Sales Tax		4,012.49		
Transportation		250.00		
Tire Tax		8.75		
Total		43,417.49		

Delivery 120-180 days ARO
Terms are net 30 days.
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C / 626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1P	2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box

COLORS

CODE	DESCRIPTION
YZ	Oxford White

ENGINE

CODE	DESCRIPTION
998	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

OPTION PACKAGE

CODE	DESCRIPTION
150A	Equipment Group 150A Base

PRIMARY PAINT

CODE	DESCRIPTION
YZ	Oxford White

SEAT TYPE

CODE	DESCRIPTION
PB	Black, Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
425	50 State Emissions
47P	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
17C	Chrome Front & Rear Bumpers
924	Rear Window Fixed Privacy Glass
57Q	Rear Window Defroster
41A	Badge Delete -inc: Removes rear police responder badge
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
595	Fog Lamps
62B	Keyed Alike - 1284x -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

Electronic Transfer Case

Automatic Full-Time Four-Wheel Drive

Electronic Locking w/3.31 Axle Ratio

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Class IV Trailer Hitch Receiver -inc: smart trailer tow connector and 4-pin/7-pin wiring harness

Towing Equipment -inc: Trailer Sway Control

3 Skid Plates

Police/Fire

2030# Maximum Payload

GVWR: 7,050 lbs Payload Package

HD Shock Absorbers

Front HD Anti-Roll Bar

Off-Road Suspension

Electric Power-Assist Speed-Sensing Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Regular Box Style

Wheels: 18" 6-Spoke Silver Aluminum

Tires: LT265/70R18 BSW A/T

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and 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 Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers

SYNC 4 -inc: 8" 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 and wireless software updates capability

Fixed Antenna

Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Fleet Telematics Modem Selective Service Internet Access

Front Cupholder

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior

Rear Cupholder

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Fleet Telematics Modem Tracker System

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Redundant Digital Speedometer

Outside Temp Gauge

Analog Appearance

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Dynamic Hitch Assist Back-Up Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box — MSRP:$45,130.00

Interior:Black, Cloth 40/Blank/40 Front-Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1P	[Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	$45,130.00
	OPTIONS	
150A	Equipment Group 150A Base	$0.00
153	Front License Plate Bracket	$0.00
17C	Chrome Front & Rear Bumpers	$175.00
18B	Black Platform Running Boards	$250.00
41A	Badge Delete	$0.00
425	50 State Emissions	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
47P	Police Engine Idle Feature	$260.00
57Q	Rear Window Defroster	$220.00
595	Fog Lamps	$140.00
62B	Keyed Alike - 1284x	$50.00
924	Rear Window Fixed Privacy Glass	$100.00
96W	Tough Bed Spray-In Bedliner	$595.00
998	Engine: 3.5L V6 EcoBoost	$0.00
PB	Black, Cloth 40/Blank/40 Front-Seats	$0.00
YZ	Oxford White	$0.00
	SUBTOTAL	**$46,920.00**
	Adjustments Total	$0.00
	Destination Charge	$1,695.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

TOTAL PRICE	**$48,615.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Ford F-150 XLT responding to your requirement with the attached specifications for $34,554.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Ford F-150 XLT				
Crew Cab 2WD	46,980.00	34,554.00	26.45%	12,426.00
Two Extra Keys		400.00		
Sub Total		34,954.00		
Sales Tax		3,582.79		
Transportation		85.00		
Tire Tax		8.75		
Total		38,630.54		

Delivery 120-180 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
W1C	2022 Ford F-150 XLT 2WD SuperCrew 6.5' Box

COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

ENGINE

CODE	DESCRIPTION
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,950 lbs Payload Package

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)

OPTION PACKAGE

CODE	DESCRIPTION
300A	Equipment Group 300A Standard

AXLE RATIO

CODE	DESCRIPTION
X15	3.15 Axle Ratio

WHEELS

CODE	DESCRIPTION
64F	Wheels: 17" Silver Painted Aluminum (STD)

TIRES

CODE	DESCRIPTION
___	Tires: 245/70R17 BSW A/S (STD)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

PAINT SCHEME

CODE	DESCRIPTION
___	Monotone Paint Application

PRIMARY PAINT

CODE	DESCRIPTION
JS	Iconic Silver Metallic

SEAT TYPE

CODE	DESCRIPTION
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
655	Extended Range 36 Gallon Fuel Tank

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
18B	Black Platform Running Boards
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
582	Radio: AM/FM SiriusXM w/360L -inc: 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
91P	8-Way Power Driver's Seat w/Power Lumbar
524	SYNC 4 w/Enhanced Voice Recognition -inc: 8" 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 SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, 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, Radio: AM/FM SiriusXM w/360L, 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)

3.55 Axle Ratio (STD)

Rear-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1830# Maximum Payload

GVWR: 6,450 lbs Payload Package

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Steering

Single Stainless Steel Exhaust

26 Gal. Fuel Tank

Double Wishbone Front Suspension w/Coil Springs

Leaf 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

Exterior

Wheels: 17" Silver Painted Aluminum (STD)

Tires: 245/70R17 BSW A/S (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent

Chrome Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Exterior

Black Power Heated Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Defroster

Variable Intermittent Wipers

Deep Tinted Glass

Aluminum Panels

Black Grille w/Chrome Surround

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Cargo Lamp w/High Mount Stop Light

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Front Fog Lamps

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack

Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Interior

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Overhead Console w/Storage and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Pickup Cargo Box Lights

Smart Device Remote Engine Start

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Outside Temp Gauge

Analog Appearance

2 Seatback Storage Pockets

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

Perimeter Alarm

1 12V DC Power Outlet

Safety-Mechanical

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
	Ford Co-Pilot360 - 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
	Airbag Occupancy Sensor
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Rear Child Safety Locks
	Dynamic Hitch Assist Back-Up Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box — MSRP:$42,315.00

Interior:Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat

Exterior 1:Iconic Silver Metallic

Exterior 2:No color has been selected.

Engine: 5.0L V8

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL		MSRP
W1C	[Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box		$42,315.00
	OPTIONS		
153	Front License Plate Bracket		$0.00
18B	Black Platform Running Boards		$250.00
300A	Equipment Group 300A Standard		$0.00
44G	Transmission: Electronic 10-Speed Automatic		$0.00
524	SYNC 4 w/Enhanced Voice Recognition		$325.00
53B	Class IV Trailer Hitch Receiver		$205.00
582	Radio: AM/FM SiriusXM w/360L	Inc.	
64F	Wheels: 17" Silver Painted Aluminum		$0.00
655	Extended Range 36 Gallon Fuel Tank		$445.00
91P	8-Way Power Driver's Seat w/Power Lumbar		$350.00
96W	Tough Bed Spray-In Bedliner		$595.00
995	Engine: 5.0L V8		$800.00
JS	Iconic Silver Metallic		$0.00
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat		$0.00
X15	3.15 Axle Ratio		$0.00
___	Tires: 245/70R17 BSW A/S		$0.00
___	Monotone Paint Application		$0.00
	SUBTOTAL		**$45,285.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford F-150 (W1C) XLT 2WD SuperCrew 6.5' Box (✔ Complete)

TOTAL PRICE	**$46,980.00**

FUEL ECONOMY

Est City:17 (2021) MPG

Est Highway:24 (2021) MPG

Est Highway Cruising Range:864.00 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 31, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Toyota 4Runner SR5 2WD responding to your requirement with the attached specifications for $37,914.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	MSRP	One Unit	Total Savings	Total Savings
2022 Toyota4Runner SR5 2WD	39,660.00	37,914.00	4.40%	1,746.00
Two Extra Keys		500.00		
Sub Total		38,414.00		
Sales Tax		3,937.44		
Transportation		85.00		
Tire Tax		8.75		
Total		42,445.19		

Delivery 180-220 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS)



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
8642	2022 Toyota 4Runner SR5 2WD (GS)

COLORS

CODE	DESCRIPTION
1G3	Magnetic Gray Metallic

EMISSIONS

CODE	DESCRIPTION
FE	50 State Emissions

PRIMARY PAINT

CODE	DESCRIPTION
1G3	Magnetic Gray Metallic

SEAT TRIM

CODE	DESCRIPTION
FB22	Black/Graphite, Fabric Seat Trim

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
EE	Radio: Premium Audio w/Dynamic Navigation -inc: 8.0" touch-screen, HD Radio, 8 speakers, Android Auto, Apple CarPlay and Amazon Alexa compatible, USB media port, 4 USB charge ports, Dynamic Navigation w/up to 3-year trial, Dynamic POI Search, hands-free phone capability, dynamic voice recognition, advanced voice recognition hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM w/3-month Platinum Plan trial, Connected Services - Safety Connect w/1-year trial, Wi-Fi Connect w/up to 2 GB within 3-month trial and Destination Assist Connect w/1-year trial, See toyota.com/audio-multimedia for details

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
QB	Keep It Wild Savings *CREDIT*

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Standard Equipment

Mechanical

Engine: 4.0L DOHC 24-Valve V6

Transmission w/Sequential Shift Control and Oil Cooler

Transmission: 5-Speed ECT Automatic

Rear-Wheel Drive

3.727 Axle Ratio

72-Amp/Hr 750CCA Maintenance-Free Battery

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

2 Skid Plates

1700# Maximum Payload

GVWR: 6,100 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Hydraulic Power-Assist Speed-Sensing Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Brake Actuated Limited Slip Differential

Exterior

Wheels: 17" 6-Spoke Alloy

Tires: P265/70R17 Mud & Snow

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/1 Tow Hook

Body-Colored Rear Step Bumper

Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Body-Colored Door Handles

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Exterior

Body-Colored Power Heated Side Mirrors w/Manual Folding

Power Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers w/Heated Wiper Park

Fully Galvanized Steel Panels

Splash Guards

Lip Spoiler

Grille w/Body-Colored Bar

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Front Fog Lamps

Perimeter/Approach Lights

LED Brakelights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: Audio -inc: 8 speakers, 8.0" touch-screen display, USB media port, 4 USB charge ports, Android Auto and Apple CarPlay compatible, hands-free phone capability, advanced voice recognition and music streaming via Bluetooth wireless technology, SiriusXM w/3-month Platinum Plan trial, Connected Services - Safety Connect w/1-year trial and Wi-Fi Connect w/AT&T Hotspot and integrated streaming w/available Apple Music

Window Grid Diversity Antenna

1 LCD Monitor In The Front

Interior

Driver Seat

Passenger Seat

40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Front Bucket Seats -inc: 8-way power-adjustable driver's seat w/power lumbar support and 4-way adjustable front passenger seat

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Interior

Leather Steering Wheel

Front Cupholder

Rear Cupholder

5 12V DC Power Outlets

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Cruise Control w/Steering Wheel Controls

Distance Pacing

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents

Full Cloth Headliner

Leatherette Door Trim Insert

Leather Gear Shifter Material

Fabric Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 120V AC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Carpet Floor Trim

Cargo Space Lights

FOB Controls -inc: Windows

Safety Connect Tracker System

Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Interior	
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	2 Seatback Storage Pockets
	Perimeter Alarm
	Engine Immobilizer
	5 12V DC Power Outlets and 1 120V AC Power Outlet
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision System (PCS)
	Lane Departure Alert (LDA) Lane Departure Warning
	Collision Mitigation-Front
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS) MSRP:$37,305.00

Interior:Black/Graphite, Fabric Seat Trim

Exterior 1:Magnetic Gray Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
8642	[Fleet] 2022 Toyota 4Runner (8642) SR5 2WD (GS)	$37,305.00
	OPTIONS	
1G3	Magnetic Gray Metallic	$0.00
EE	Radio: Premium Audio w/Dynamic Navigation	$1,585.00
FB22	Black/Graphite, Fabric Seat Trim	$0.00
FE	50 State Emissions	$0.00
QB	Keep It Wild Savings	($500.00)
	SUBTOTAL	**$38,390.00**
	Adjustments Total	$0.00
	Destination Charge	$1,270.00
	TOTAL PRICE	**$39,660.00**

FUEL ECONOMY

Est City:16 MPG

Est Highway:19 MPG

Est Highway Cruising Range:437.00 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15059, Data updated Oct 31, 2021 1:19:00 AM PDT

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

March 18, 2021

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,
In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2022 Chevy Tahoe LT 2WD responding to your requirement with the attached specifications for $46,186.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One unit MSRP	Selling Price	Total Savings	Extended units (3)	Total Savings
2022 Chevy Tahoe LT 2WD	55,095.00	46,186.00	16.17%	138,558.00	26,727.00
Two Extra Keys		600.00		1,800.00	
Sub Total		46,786.00		140,358.00	
Sales Tax		4,795.57		14,386.70	
Tire Tax		8.75		26.25	
Total		51,590.32		154,770.95	

Delivery 90-120 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F

TOYOTA CHEVROLET NISSAN Ford
CHRYSLER DODGE Jeep RAM

CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Price Summary

PRICE SUMMARY	
Base Price	
Total Options	
Vehicle Subtotal	
Destination Charge	
Grand Total	

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CC10706	~~2021~~ 2022 Chevrolet Tahoe 2WD 4dr LT

COLORS

CODE	DESCRIPTION
GS6	Graywood Metallic

EMISSIONS

CODE	DESCRIPTION
YF5	Emissions, California state requirements

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

GVWR

CODE	DESCRIPTION
C6C	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1LT	LT Preferred Equipment Group includes standard equipment

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

WHEEL TYPE

CODE	DESCRIPTION
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

TIRES

CODE	DESCRIPTION
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

PAINT

CODE	DESCRIPTION
GS6	Graywood Metallic

SEAT TYPE

CODE	DESCRIPTION
A50	Seats, front bucket (STD)

SEAT TRIM

CODE	DESCRIPTION
H0Y	Jet Black, Leather seating surfaces 1st and 2nd row

RADIO

CODE	DESCRIPTION
IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Standard Equipment

Mechanical	
	Suspension Package, Premium Smooth Ride
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Differential, mechanical limited-slip
	Rear wheel drive
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 800 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools
Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Exterior	
	Wheel, full-size spare, 17" (43.2 cm) steel
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
	Fascia, front
	Luggage rack side rails, roof-mounted, bright
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	IntelliBeam, automatic high beam on/off
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear power programmable, hands-free with emblem projection
Entertainment	
	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
	Audio system feature, Bose 9-speaker stereo
	Infotainment display, 10.2" diagonal multi-color touchscreen

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Entertainment	
	SiriusXM Radio with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)
	Radio, HD
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto
	4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Keyless start, push button
	Seat trim, leather-appointed front seats
	Seat adjusters, 10-way power includes 8-way power driver and front passenger seats with 2-way power lumbar
	Seats, heated driver and front passenger
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual
	Console, floor with storage area and removable storage tray
	Floor covering, color-keyed carpeting
	Floor mats, color-keyed carpeted first and second row, removable
	Electronic Precision Shift
	Steering column, lock control, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, leather-wrapped
	Steering wheel controls, mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Interior	
	Remote start
	Cruise control, electronic with set and resume speed
	Universal Home Remote includes garage door opener, programmable
	Theft-deterrent system, content, electrical, unauthorized entry
	Wireless charging
	USB data ports 2, one type-A and one type-C, includes SD Card Reader, located within front center console (When (DCH) power-sliding center console is ordered, relocated within instrument panel.)
	USB data ports, 2, one type-A and one type-C, located within center console (Deleted when (DCH) power-sliding center console is ordered.)
	USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Memory settings, recalls 2 "driver" presets for power driver seat
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Sill plates, bright, front and rear door
	Mirror, inside rearview auto-dimming
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Safety-Mechanical	
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, LED
Safety-Interior	
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Rear Park Assist
	Following Distance Indicator
	HD Rear Vision Camera (Replaced by (UV2) HD Surround Vision when (WPL) Luxury Package is ordered.)
	Front Pedestrian Braking
	Forward Collision Alert
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Window Sticker

SUMMARY

[Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT — MSRP:$53,800.00

Interior:Jet Black, Leather seating surfaces 1st and 2nd row

Exterior 1:Graywood Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT	$53,800.00
	OPTIONS	
1LT	LT Preferred Equipment Group	$0.00
A50	Seats, front bucket	$0.00
C6C	GVWR, 7400 lbs. (3357 kg)	$0.00
GS6	Graywood Metallic	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
H0Y	Jet Black, Leather seating surfaces 1st and 2nd row	$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen	$0.00
L84	Engine, 5.3L EcoTec3 V8	$0.00
MQC	Transmission, 10-speed automatic	$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	$0.00
QDF	Tires, 265/65R18SL all-season, blackwall	$0.00
VK3	License plate front mounting package	$0.00
YF5	Emissions, California state requirements	$0.00
	SUBTOTAL	**$53,800.00**
	Adjustments Total	$0.00
	Destination Charge	$1,295.00
	TOTAL PRICE	**$55,095.00**

FUEL ECONOMY

Est City:16 MPG

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13299, Data updated Mar 17, 2021 10:16:00 PM PDT

ITEM # 21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Adopt Resolution No. 22-01 to authorize amending Federal Grant No. CA-2021-169-00 to submit a separate grant application to the Federal Transit Administration to receive funding for transit operating assistance and to amend the Fiscal Year 2021-2022 Budget**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Adopt Resolution No. 22-01 amending Federal Grant No. CA-2021-169-00 for Federal Transit Administration (FTA) funding under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), to increase the grant amount for operating assistance from $1,000,000 to $3,778,452; and

2) Authorize submitting a grant application to the FTA for operating assistance under the American Rescue Plan Act of 2021 (ARPA), in the amount of $14,934,925; and

3) Amend the FY 2021-2022 budget to recognize revenue by increasing appropriations in Account Nos. 600-99-4024.10 (Transit Fund, CRRSAA – Federal) by $9,292,827 and 600-99-4023.10 (Transit Fund, ARP – Coronavirus Fiscal Recovery) by $14,934,925; and

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

FISCAL IMPACT

Approving Resolution No. 22-01 will amend Federal Grant No. CA-2021-169-00 for CRRSAA funding (increasing the award amount from $1,000,000 to $3,778,452) and authorize applying for ARPA funding ($14,934,925) for a total amount of $18,713,377.

These funds will be utilized to support the Transportation Department's operating expenses which includes any coronavirus (COVID-19) pandemic related expenses. To recognize the revenue received, the FY 2021-2022 budget will be amended to increase appropriations in the applicable revenue accounts as follows:

- Account No. 600-99-4024.10 – Transit Fund, CRRSAA – Federal: $9,292,827*
- Account No. 600-99-4023.10 – Transit Fund, ARP – Coronavirus Fiscal Recovery: $14,934,925

This represents the total possible CRRSAA award amount and will be utilized as necessary for approved expenditures

There is no need to increase appropriations for expenditures since staff utilize specific project codes for each funding source to better track related expenses.

BACKGROUND

On December 27, 2020, Congress passed CRRSAA to provide relief funding to prevent, prepare for, and respond to the COVID-19 pandemic. The FTA allocated a total of $911,525,690 to Los Angeles County public transit agencies in accordance with 49 U.S.C. Section 5307, the Urbanized Area Formula Grants program.

On March 11, 2021, Congress passed ARPA to provide relief funding for a wide range of COVID-19 pandemic related issues. A portion of this funding was earmarked to support public transportation systems as they continue to respond to the COVID-19 pandemic. The FTA allocated a total amount of $1.464 billion to Los Angeles County public transit agencies in accordance with Section 5307. This funding is specific to transportation and is above and beyond the $16.59 million the City of Montebello (City) will receive from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program.

The FTA allocated both CRRSAA and ARPA funds through the Los Angeles County Metropolitan Transportation Authority (Metro). The Southern California Association of Governments (SCAG) split letter (see attachments "A" and "B") states that the City is eligible to receive a combined total of $24,227,752, which can be used to mitigate operating expenses for Fiscal Year 2021-2022 and subsequent years, as well as provide additional funding for COVID-19 related expenditures.

Funds provided under CRRSAA and ARPA are available for public transit agencies to use for expenses related to the response to the COVID-19 public health emergency. Allowable reimbursements under the CRRSAA and ARPA include, but are not limited to, operating costs to maintain service and for lost revenue. Furthermore, these funds do not have to be paid back and can be used for capital or operating needs. In accordance with Section 5307, the City must have an authorization from the City Council to obligate CRSSAA and ARPA funds.

ANALYSIS

The City provides fixed route service through Montebello Bus Lines (MBL) to the City and surrounding communities. Therefore, a consistent need exists to identify funding opportunities for the continued operation of service. On July 28, 2021, the City Council approved Resolution No. 21-60 (see attachment "C") authorizing MBL to submit an application to the FTA to receive CRRSAA funding for transit operating assistance in the amount of $1,000,000. Subsequently, the FTA awarded Federal Grant No. CA-2021-169-00 (see attachment "D") in the amount of $1,000,000 for operating assistance only.

At this time, MBL is requesting approval to amend Federal Grant No. CA-2021-169-00 to increase the grant amount for operating assistance from $1,000,000 to $3,778,452; and to submit a grant application to the FTA to obligate the entirety of the ARPA funds award ($14,934,925), to support MBL's preparation and response to recent operational challenges and any future impacts related to the COVID-19 pandemic. The remaining CRRSAA funds ($5,514,452) will be presented to the City Council at a future date for approval to be used to purchase eligible transit buses in accordance with MBL's Zero Emission Bus (ZEB) Rollout Plan.

SUMMARY

Staff recommends that the City Council consider adopting Resolution No. 22-01 (see attachment "E") to authorize amending Federal Grant No. CA-2021-169-00 to increase the grant amount from $1,000,000 to $3,778,452; to submit a separate grant application to the FTA to obligate ARPA funds ($14,934,925) for additional transit operating assistance; and to amend the Fiscal Year 2021-22 budget to recognize revenue by increasing appropriations in Account Nos. 600-99-4024.10 (Transit Fund, CRRSAA – Federal) by $9,292,827 and 600-99-4023.10 (Transit Fund, ARP – Coronavirus Fiscal Recovery) by $14,934,925; and take such additional, related, action that may be desirable.

ATTACHMENTS:

Attachment A – SCAG Split Letter CRRSAA
Attachment B – SCAG Split Letter ARPA
Attachment C – Resolution No. 21-60
Attachment D – FTA Award – Federal Grant No. CA-2021-169-00
Attachment E – Resolution No. 22-01 authorizing an amendment to Federal Grant No. CA-2021-169-00 to increase the grant amount the submission of a separate grant application to the Federal Transit Administration to receive funding for transit operating assistance and an amend to the Fiscal Year 2021-2022 budget

SCAG
INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Rex Richardson, Long Beach

First Vice President
Clint Lorimore, Eastvale

Second Vice President
Jan C. Harnik, Riverside County Transportation Commission

Immediate Past President
Alan D. Wapner, San Bernardino County Transportation Authority

COMMITTEE CHAIRS

Executive/Administration
Rex Richardson, Long Beach

Community, Economic & Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Cheryl Viegas-Walker, El Centro

May 6, 2021

Ray Tellis, Regional Administrator
Federal Transit Administration, Region 9
San Francisco Federal Building
90 7th Street, Suite 15-300
San Francisco, CA 94103

Subject: SCAG REGION FORMULA FUND SPLIT TABLES FOR THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT OF 2021 (CRRSAA) FUNDS

Dear Mr. Tellis:

The Southern California Association of Governments (SCAG) is pleased to provide you with the formula fund split tables for the full allocation of the Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRRSAA) funds.

As identified in this letter, SCAG as the Designated Recipient authorizes the reassignment/reallocation of CRRSAA funds to the Direct Recipients named herein. The undersigned agree to the amounts allocated/reassigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive such funds and assumes the responsibilities associated with any award for these funds.

The following UZA Split Tables are attached:

- Los Angeles – Long Beach – Anaheim,
- Indio – Cathedral City, and
- Santa Clarita

Please feel free to contact me at (213) 236-1885 or via e-mail at Amatya@scag.ca.gov should you have any questions.

Cordially,

NARESH AMATYA
Manager, Transportation Planning & Programming

Los Angeles-Long Beach-Anaheim UZA FFY 2021 CRRSAA Full Allocation				
LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
$911,525,690	$43,097,849	$0	$277,242	$954,900,781

Los Angeles County

Transit Operator	CRRSAA 5307 Allocation
Antelope Valley	$3,871,415
Arcadia	$377,291
Claremont	$139,766
Commerce	$762,054
Culver City	$6,003,071
Foothill	$30,154,105
Gardena	$6,073,511
LADOT	$19,594,100
La Mirada	$112,423
Long Beach	$26,671,160
Montebello	$9,292,827
Metro	$771,248,280
Norwalk	$3,477,040
Redondo Beach	$828,048
Santa Clarita	$3,448,707
Santa Monica	$22,247,777
Torrance	$7,224,113
Sub-total	$911,525,690

Orange County

Transit Operator	CRRSAA 5307 Allocation
Orange County Transit District (OCTD)	$38,747,219
Rail (Metrolink)	$4,350,630
Sub-total	$43,097,849

Transit Operator	CRRSAA 5307 Allocation
Riverside Transit Agency	$277,242
Sub-total	**$277,242**

Indio-Cathedral City UZA FFY 2021 CRRSAA Full Allocation				
RIVERSIDE				GRAND TOTAL
$5,011,454				$5,011,454

Riverside County	
Transit Operator	**CRRSAA 5307 Allocation**
SunLine Transit Agengy	$5,011,454
Total	$5,011,454

Santa Clarita UZA FFY 2021 CRRSAA Full Allocation				
LOS ANGELES				GRAND TOTAL
$224,351				$224,351

Los Angeles County	
Transit Operator	**CRRSAA 5307 Allocation**
Santa Clarita Transit	$224,351
Total:	$224,351

SCAG
INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Clint Lorimore, Eastvale

First Vice President
Jan C. Harnik, Riverside County Transportation Commission

Second Vice President
Carmen Ramirez, County of Ventura

Immediate Past President
Rex Richardson, Long Beach

COMMITTEE CHAIRS

Executive/Administration
Clint Lorimore, Eastvale

Community, Economic & Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Sean Ashton, Downey

July 22, 2021

Ray Tellis, Regional Administrator
Federal Transit Administration, Region 9
San Francisco Federal Building
90 7th Street, Suite 15-300
San Francisco, CA 94103

Subject: FINAL SCAG REGION FORMULA FUND SPLIT TABLES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Dear Mr. Tellis:

The Southern California Association of Governments (SCAG) is pleased to provide you with the complete split tables for the American Rescue Plan Act (ARPA) funds. Please find attached the complete split tables that reflect the information provided by the Los Angeles County Metropolitan Transportation Authority.

As identified in this letter, SCAG as the Designated Recipient authorizes the reassignment/reallocation of ARPA funds to the Direct Recipients named herein. The undersigned agree to the amounts allocated/reassigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive such funds and assumes the responsibilities associated with any award for these funds.

The following UZA Split Tables are attached:

- Los Angeles – Long Beach – Anaheim,
- Riverside – San Bernardino,
- Indio – Cathedral City,
- Murrieta – Temecula – Menifee,
- Lancaster – Palmdale, and
- Santa Clarita

Please feel free to contact me at (213) 236-1885 or via e-mail at Amatya@scag.ca.gov should you have any questions.

Cordially,

NARESH AMATYA
Manager, Transportation Planning & Programming

Los Angeles-Long Beach-Anaheim UZA FTA Section 5307 ARPA Allocation				
LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	GRAND TOTAL
$1,464,954,367	$171,017,346	$13,444,054	$452,440	$1,649,868,207

Los Angeles County

Transit Operator	ARPA 5307 Allocation	
Metro	$1,239,508,166	
Arcadia	$606,361	
Claremont	$224,624	
Commerce	$1,224,731	
Culver City	$9,647,809	
Foothill Transit	$48,462,033	Includes: Operator and BSCP Funds
Gardena	$9,761,016	
La Mirada	$180,680	
Long Beach	$42,864,434	
Montebello	$14,934,925	
Norwalk	$5,588,109	
Redondo Beach	$1,330,794	
Santa Monica	$35,755,414	
Torrance	$11,610,200	
Antelope Valley	$6,221,928	
LADOT	$31,490,569	Includes: Eligible Operator, Tier 2, Regional Paratransit, Voluntary Reporter Status
Santa Clarita	$5,542,574	
Sub-total	**$1,464,954,367**	

Orange County

Transit Operator	ARPA 5307 Allocation
Orange County Transit District (OCTD)	$153,753,533
Rail (Metrolink)	$17,263,813
Sub-total	**$171,017,346**

San Bernardino County

Transit Operator	ARPA 5307 Allocation
Omnitrans	$13,444,054
Sub-total	**$13,444,054**

Riverside County

Transit Operator	ARPA 5307 Allocation
Riverside Transit Agency	$452,440
Sub-total	**$452,440**

Riverside-San Bernardino UZA FTA Section 5307 ARPA Allocation				
ORANGE	SAN BERNARDINO	RIVERSIDE		GRAND TOTAL
$0	$44,144,159	$27,851,643		$71,995,802

San Bernardino County		
Transit Operator		**ARPA 5307 Allocation**
Omnitrans		$43,434,650
Rail (Metrolink)/SCRRA		$709,509
	Sub-total	$44,144,159
Riverside County		
Transit Operator		**ARPA 5307 Allocation**
Riverside Transit Agency		$27,283,482
SunLine Transit Agency		$568,161
	Sub-total	$27,851,643

Indio-Cathedral City UZA FTA Section 5307 ARPA Allocation				
RIVERSIDE				GRAND TOTAL
$16,011,182				$16,011,182

Riverside County		
Transit Operator		**ARPA 5307 Allocation**
SunLine Transit Agengy		$16,011,182
	Total	$16,011,182

Murrieta-Temecula-Menifee UZA FTA Section 5307 ARPA Allocation				
RIVERSIDE				GRAND TOTAL
$900,366				$900,366

Riverside County		
Transit Operator		**ARPA 5307 Allocation**
Riverside Transit Agency		$900,366
	Total	$900,366

Lancaster-Palmdale UZA FTA Section 5307 ARPA Allocation				
LOS ANGELES				GRAND TOTAL
$1,665,574				$1,665,574

Los Angeles County	
Transit Operator	**ARPA 5307 Allocation**
Antelope Valley Transit Authority	$1,665,574
Total:	$1,665,574

Santa Clarita UZA FTA Section 5307 ARPA Allocation				
LOS ANGELES				GRAND TOTAL
$16,028,364				$16,028,364

Los Angeles County	
Transit Operator	**ARPA 5307 Allocation**
Santa Clarita Transit	$16,028,364
Total:	$16,028,364

ATTACHMENT C

RESOLUTION NO. 21-60

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS FOR THE CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATIONS (CRRSA) ACT OF 2021

RECITALS

WHEREAS, on December 27, 2020, Congress approved and signed into law the Coronavirus Response Relief Supplemental Appropriations (CRRSA) Act of 2021 as the second act of federal relief in response to COVID-19; and

WHEREAS, the CRRSA Act provides $14 billion dollars in grant aid to support the transit industry during the COVID-19 public health emergency; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority has been delegated the authority to administer and award financial assistance to owners of transit fleets under the Grant; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through the Montebello Bus Lines (the "Transportation Department") is an eligible recipient of the Grant; and

WHEREAS, receipt of Grant funds would assist the Transportation Department with operating expenses incurred as a result of the health pandemic emergency; and

WHEREAS, as a qualified applicant, the City is willing and able to carry out all activities described in the Grant guidelines.

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

APPROVES THE SUBMISSION OF APPLICATION FOR THE CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021; AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is authorized to execute and file and application for the City of Montebello, through Montebello Bus Lines (MBL), to receive Coronavirus Response Relief Supplemental Appropriations Funds for operation cost and other COVID-19 related expenditures.

2. City Staff shall take the necessary steps to complete the CRRSA Act Funds application process including executing necessary documents and, if the grant application is approved, managing the project.

3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 2: 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 28th day of July 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-60 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 28th day of July 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES: Jimenez, Melendez, Torres, Peralta, Cobos-Cawthorne
NOES: None
ABSTAIN: None
ABSENT: None

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: 7/28/2021

Christopher Jimenez, City Clerk

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-28, February 9, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(28), February 9, 2021, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM “FTA AWARD” OR “AWARD” IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, “AWARD” ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: MONTEBELLO, CITY OF

Recipient ID: 1657

DUNS No: 174479642

Award Information

Federal Award Identification Number: CA-2021-169-00

Award Name: City of Montebello Transit 5307 CRRSAA Operating Assistance Grant

Award Start Date: 8/16/2021

Original Award End Date: 6/30/2022

Current Award End Date: 6/30/2022

Award Executive Summary: This application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. This is an FFY2021 Section 5307 CRRSSA application in the amount of $1,000,000., representing 100% federal share of the total eligible amount. The application scope of work includes operating assistance only.

The CRRSAA funds are to support the projects included in this application by the following UZA apportionment:

FFY21CRRSAA Section 5307-08 Los Angeles UZA (#060020) : $1,000,000

The split letter, dated 05/06/2021, is attached in TrAMS. The remaining balance of $8,292,827 CRRSAA 5307 funds will be requested in future grants or amendments.

The City of Montebello Transit is hereby submitting this grant application in support of the following project:

Operating Assistance
This grant is requesting $1,000,000 of FFY21 Federal Section 5307-08 CRRSAA funds to support operating costs for the period of July 1, 2021, through June 30, 2022. The City of Montebello Transit's estimated operating budget, as defined by NTD Reporting System, for July 1, 2021, to June 30, 2022, is $34,317,900.

The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Per the CRRSAA, the project in this application is not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

Purpose: The purpose of the grant is to assist MBL in covering its operating expenditures to better respond to operational needs of the department as a result of the COVID-19 pandemic.

Activities to be performed: Montebello staff will utilize funds to assist in the continued operation of vehicle operations, vehicle maintenance, facility maintenance and general administration as a result of the pandemic. Funds will be utilized to purchase needed supplies and cover employee salaries.

Expected Outcomes: The activities funded with the CRRSAA funds will assist and improve Montebello's operations.

Intended Beneficiaries: Local residents, businesses and passengers will benefit from improved operations.

Subrecipient Activities: The recipient does not intend to subaward funds.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $1,000,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $1,000,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $1,000,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CRRSAA)	5307-8	20507	$1,000,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$1,000,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 8/16/2021

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Ray Tellis
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: ray.tellis@dot.gov
Award Date: 8/16/2021

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

MONTEBELLO, CITY OF

ATTACHMENT E

RESOLUTION NO 22-01

RESOLUTION OF THE CIT OF MONTEBELLO APPROVING THE AMENDMENT OF FEDERAL GRANT CA-2021-169-00 APPLICATION UNDER THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) AND THE SUBMISSION OF A GRANT FOR THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

RECITALS

WHEREAS, on December 27, 2020, Congress approved and signed into law the Coronavirus Response Relief Supplemental Appropriations Act of 2021 (CRRSAA) as the second act of federal relief in response to COVID-19 and

WHEREAS, the CRRSA Act of 2021 (CRRSAA) provides $14 billion dollars in grant aid to support the transit industry during the COVID-19 public health emergency and

WHEREAS, the City of Montebello ("City"), by and through the Montebello Bus Lines ("MBL" or the "Transportation Department") initially applied for $1,000,000 in CRRSAA funding (Federal Grant No. CA-2021-169-00) and now seeks to amend to Federal Grant No. CA-2021-169-00 application to increase the grant amount for operating assistance to $3,778,452 and

WHEREAS, on March 11, 2021, Congress approved and signed into law the American Rescue Plan Act (ARPA) in response to the financial shortfalls in nearly every sector of the American economy as a result of the continued COVID-19 pandemic and

WHEREAS, ARPA provides $1.464 billion dollars in grant aid to transit agencies to help prevent, prepare for and respond to the COVID-19 pandemic (the "Grant"); and

WHEREAS, the Los Angeles Metropolitan Transportation Authority (Metro) has been delegated the authority to administer and award financial assistance to owners of transit fleets under the Grant and

WHEREAS, the City, as a transit bus owner of MBL is an eligible recipient of the Grant and

WHEREAS, receipt of Grant funds, in combination with the requested increase in CRRSAA funding would assist the Transportation Department with operating expenses incurred as a result of the health pandemic emergency and

WHEREAS, as a qualified applicant, the City is willing and able to carry out all activities described in the CRRSAA and Grant guidelines.

NOW THEREFORE, THE CIT COUNCIL OF THE CIT OF MONTEBELLO HEREB RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE SUBMISSION OF AN AMENDMENT TO FEDERAL GRANT CA-2021-169-00 APPLICATION FOR CRRSAA AND SUBMISSION OF AN APPLICATION FOR A NEW GRANT UNDER ARPA TO METRO AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is hereby authorized to amend the City's Federal Grant CA-2021-169-00 application to request an increase in funding from $1,000,000 to $3,778,452.

2. The Transportation Department is hereby authorized to execute and file an application for the City, to receive Coronavirus Response Relief Supplemental Appropriations Funds for operation cost and other COVID-19 related expenditures.

3. City Staff shall take the necessary steps to complete the CRRSAA and ARPA Funds application process including executing necessary documents and, if the grant application is approved, managing the project.

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 2: 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 12th day of anuary 2022.

imberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher imenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher imenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-01 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 12th day of anuary 2022 and that said Resolution was adopted by the following vote, to-wit:

A ES:
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 imenez, City Clerk

ITEM # 22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve Amendment No. 1 to Professional Services Agreement, No. 3883, with RL Controls LLC to use contingency funds for the Server Project, a subproject of the Bus Camera Surveillance System Project**

DATE: January 12, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement, No. 3883 (Agreement No. 3883) with RL Controls LLC (RL Controls), to use contingency funds for the total not-to-exceed amount of $192,912 for the Server Project, a subproject of the Bus Camera Surveillance System Project; and

2) Authorize the City Manager and/or his Designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and

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

FISCAL IMPACT

The Bus Camera Surveillance System Project is funded using the following sources: Federal Transit Administration (FTA) Grant CA-2019-033, Senate Bill – 1/State Transit Assistance (SB1/STA) funds for Fiscal Year 2017-2018 and 2020-2021, and the 2018 Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Grants. All necessary funding was previously appropriated, including contingency funds, and approved by City Council when Agreement No. 3883 was awarded to RL Controls. Therefore, a budget amendment is not needed.

The total cost for the project, including the contingency funds requested, is as follows:

Project Costs	Amount
Bus Camera Surveillance System Project	**$3,478,857**
Server Project	**$192,912**
Project Total	**$3,671,769**

BACKGROUND

On April 28, 2021, the City awarded Agreement No. 3883 to RL Controls for the Bus Camera Surveillance System Project (see Attachment "A"). The goal of the project is for RL Controls to provide Montebello Bus Lines with a turnkey bus camera surveillance system to increase video camera resolution and digital storage capabilities (13 months video footage) while utilizing the City's existing server solution.

In addition, Agreement No. 3883 reserved contingency funds (Maximum Contingency Amount – $575,000) to be added to the project budget should subsequent inspections conducted by RL Controls determine the City's existing server equipment requires further upgrade or replacement.

ANALYSIS

After eight months of extensive research, network design and engineering, and the completion of several successful laboratory configuration tests, RL Controls is confident in proceeding to the project's next milestone: installing the necessary infrastructure equipment at the Transportation Department (Transportation) facility server room. In addition, RL Controls, determined the equipment can be integrated into the bus camera surveillance system. However, RL Controls will need to relocate the City's existing server equipment from City Hall to Transportation, and purchase additional hardware required to fully integrate the server solution into the overall bus camera surveillance system.

On December 9, 2021, RL Controls submitted a formal Notice of Change Request (see Exhibit A of Attachment "B"), outlining the cost associated with relocating and installing the existing server equipment, as well as the price quote for the additional hardware needed to complete the Server Project. Transportation and the Division of Information Technology (DoIT) staff reviewed, revised, and collectively approved the recommended equipment purchase.

Under the authority of Agreement No. 3883, the City Council is being asked to approve Amendment No. 1 (see Attachment "B"), to use contingency funds for a total not-to-exceed amount of $192,912 designated for the Server Project to ensure RL Controls will

have the necessary resources and equipment needed to avoid any project delays, and provide the City with a turnkey bus camera surveillance system.

SUMMARY

Staff recommends that the City Council approve Amendment No. 1 to Agreement No. 3883 (attached hereto in substantial form) with RL Controls for the total not-to-exceed amount of $192,912 for the Server Project; and authorize the City Manager and/or his Designee, to execute the first amendment on behalf of the City; and direct staff to take such additional, and related, action that may be desirable. Sufficient funding has been appropriated for this project, including a contingency amount for the Server Project. Therefore, a budget amendment is not necessary.

ATTACHMENTS:

A. Attachment A – Agreement No. 3883
B. Attachment B – Amendment No. 1 to Agreement No. 3883

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3883
WITH RL CONTROLS, LLC.

THIS AGREEMENT ("Agreement") is made and entered into on April 28, 2021, by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and RL Controls, LLC, a Massachusetts corporation registered to do business in California (20181571087) (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist CITY by providing a fully integrated and functional bus camera surveillance system solution; and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CITY's Request for Proposals ("RFP") dated December 17, 2020 ("RFP No. 21-23"), as such is set forth fully in **Exhibit "A"** is attached hereto and incorporated fully herein by this reference;and

WHEREAS, CONTRACTOR's proposal and "Best and Final Offer" to RFP No. 21-23 dated March 25, 2021, as such is set forth fully in **Exhibit "B"** is attached hereto and incorporated fully herein by this reference ("Contractor's Proposal").

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. CONTRACTOR shall provide to CITY those services that are set forth fully in RFP No. 21-23 and Contractor's Proposal , as such is set forth fully in **Exhibits A and B** (hereinafter the "Professional Services").

B. CONTRACTOR shall complete the Professional Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated a sum not-to-exceed **Three Million, Nine Hundred Forty-Three Thousand, Eight Hundred and Fifty-Six Dollars and Eighty-Seven Cents ($3,943,856.87)** for performance of the Professional Services as set forth in the Price Sheet attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY for Professional Services

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

D. CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by CONTRACTOR within sixty (60) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

1) Upon inspection of CITY's server equipment, CONTRACTOR, using its best and experienced judgment determines that CITY's server equipment requires further work or replacement ("Server Project"); and

2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with the server replacement ("Server Project Report"); and

3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to the Server Project; and

4) CITY approves the final Server Project in writing and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Continency Amount in an additional of up to and including Five Hundred-Seventy Five Dollars and Zero Cents ($575,000); and

5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the Server Project.

SECTION 2. TERM; OPTION TO EXTEND; NOTICE TO PROCEED; AND SURVIVAL.

A. This Agreement shall commence on April 28, 2021 and shall terminate upon completion of the Professional Services; provided such shall be on or before **March 15, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

B. The Parties anticipate that certain provisions of this Agreement, including but not limited to: (i) the technical support, (ii) warranty, (iii) maintenance services, and/or (iv) cellular coverage may need to be extend beyond the Date of Completion defined in Paragraph A above, as such, the Parties agree that this Agreement may be extended for up three (3) years, in part or in full, upon such terms and conditions mutually agreed upon by the Parties in a further writing.

C. CONTRACTOR shall not commence any Professional Services until first receiving a written Notice to Proceed from CITY.

D. The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18 and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

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 written approval, additional individuals, Contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years, unless otherwise provided for in **Exhibit "A."** Where applicable, upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All non-proprietary reports, documents or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk, unless CITY compensates CONTRACTOR for such reuse.

SECTION 4. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all non-proprietary work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as requested and approved in writing by CITY.

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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to 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.

C. Documents shall be provided in CITY's standard software formats.

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 CITY's City Manager ("City Manager").

SECTION 6. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to 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. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, 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 CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, or services to be performed under this Agreement. 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 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 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. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. 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 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 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

CONTRACTOR agrees to defend, indemnify, protect and hold harmless, 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 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 to the extent 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 or active negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of 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)**: Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, 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 **One Million Dollars and Zero Cents** ($1,000,000.00) 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 **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

- **Professional Errors and Omissions (E&O) Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include professional liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a min mum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

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

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

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. 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 CITY, its officers, agents, employees and volunteers 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 (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, 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 (30) 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by 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 CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

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.

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Young-Gi Kim Harabedian, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) YKimHarabedian@cityofmontebello.com
If to Contractor:	RL Controls, LLC. Attn: Lena R Walsh, Principal Owner 2G Gill Street Woburn, MA 01801 (781) 932-3349 lena@rlcontrols.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 and its officers, employees, associates and subcontractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further 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 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 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.

[SIGNATURE PAGE TO FOLLOW]

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

City of Montebello
("CITY")

René Bobadilla, City Manager

Date: 5/1/2021

RL Controls, LLC.
("CONTRACTOR")

Lena R Walsh, Principal Owner

Date:

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENTS:

Exhibit A – RFP NO. 21-23 Bus Camera Surveillance System
Exhibit B – Contractor's Proposal
Exhibit C – Compensation

ATTACHMENT B

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO CONTRACT AGREEMENT NO. 3883
WITH RL CONTROLS, LLC

This Amendment No. 1 to Agreement No. 3883 (**"Amendment No. 1"**) is made and entered into this January 12th, 2022, by and between the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California (**"Agency"**), and RL Controls, LLC, a company duly organized and existing under the law of the State of California (**"Contractor"**). Agency and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Agency and **Contractor** are Parties to that certain Contract Agreement No. 3883 to assist CITY by providing a fully integrated and functional bus camera surveillance system solution, with an "Effective Date" of April 28th, 2021 (**"Agreement"**), pursuant to which **Agency** contracted with **Contractor** to provide services as defined in the **Agreement** and

WHEREAS, pursuant to Section 1 ("Services/Compensation"), Paragraph F "Contingency Funds", Contactor may request additional funding from Agency's approved Contingency Amount of up to, and including, Five Hundred-Seventy Five Dollars and Zero Cents ($575,000) for "Server Project" and

WHEREAS, upon inspection of Agency's server equipment, Contractor, using its best knowledge and experienced judgment has determined Agency's server equipment is reusable but requires additional subcomponents for it to become fully functional and

WHEREAS, On December 9, 2021, Contractor submitted a formal Notice of Change (Exhibit A) Request, outlining the cost associated with the transportation and installation of existing servers, as well as, the price quote for each specific subcomponent needed for the Server Project and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by writing executed by the Parties and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to include contingency funding in a total not-to-exceed amount of One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents ($192,912) on the conditions set forth in the Agreement and as otherwise provided herein and

WHEREAS, by exercising the option to use contingency funds of the Agreement, an amendment to Services and Compensation (further defined below) is required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-reference Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: AMENDMENT TO COMPENSATION. Through this **Amendment No 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the **NOTICE OF CHANGE** as follows:

> *"The agreed-upon compensation for the contingency contemplated in the Agreement and memorialized in **Amendment No. 1 for the NOTICE OF CHANGE,** shall not exceed **One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents** ($192,912). Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **Agency** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **Agency**. Said compensation agreed-upon in **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner of time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the Services and Compensation of the Agreement, all remaining terms, conditions, and provisions or the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 4: COUNTERPARTS. This Amendment No. 1 may be executed in counterparts all of which shall constitute but one original, and the same agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Contract Agreement No. 3883 to assist Agency by providing a fully integrated and functional bus camera surveillance system solution as of the day and year first above written.

("AGENCY")

CIT OF MONTEBELLO

By:
Ren Bobadilla, P.E., City Manager

("CONTRACTOR")

RL CONTROLS, LLC

By:
Lena R Walsh, Principal Owner

ATTEST:

By:
Christopher imenez, City Clerk

APPROVED AS TO FORM:

By:
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit “A”

CONTRACTOR’S NOTICE OF CHANGE

EXHIBIT A

PROVIDING ADVANCED SOLUTIONS FOR MASS TRANSIT

December 9, 2021

Mr. Rohan Anderson
Sr. Procurement Analyst
City of Montebello, Montebello Bus Lines
Procurement Department
400 S Taylor Ave
Montebello, CA 90640

Subject: Notice of Change – Montebello CCTV Bus Upgrade – Technical Room Equipment

Dear Mr. Anderson,

Please find our quote to support the additional equipment required based on the completion of the design process. To proceed we would like to access the contingency funds in accordance with agreement No. 3883 signed between Montebello and RL Controls. This also meets the requirements of the base contract for 3 years maintenance support and 3 years warranty. This price is valid for 90 days.

Hardware:

Description	*OEM*	*Part Number*	*Quantity*	*Cost*	*Total*
20K UPS	APC	SURT20KRMXLT	2	$16,254.00	$32,508.00
Cloudian PDU 1	APC	AP9570	2	$342.19	$684.38
Cloudian PDU 2	APC	AP9570	2	$342.19	$684.38
Cloudian PDU 3	APC	AP9566	2	$200.59	$401.18
Cloudian UPS Rack	APC	AR3107	1	$2,153.50	$2,153.50
Load Balancer	Kemp	LM-X15	1	$11,717.97	$11,717.97
8K UPS	APC	SRT8KRMXLT	2	$7,078.62	$14,157.23
RLC Equipment PDU 1	APC	AP9571A	2	$330.39	$660.78
RLC Equipment PDU 2	APC	AP9566	2	$200.59	$401.18
Misc Power Cables			38	$23.60	$896.80
SFPs	FS	SFP-10GSR-85	40	$23.60	$944.00
Fiber Switch	FS	S5860-48SC	1	$3,948.42	$3,948.42
Fiber Jumper Cables	FS	Q-4SAO07	1	$162.84	$162.84

48" deep 42RU Rack			2	$2,429.46	$4,858.92
HFA-1110	Cloudian	HFA-1110	3	$22,743.00	$68,229.00
1.92TB 7mm NVMe Drive Option	Cloudian	HW-NVMe7-1920GB	3	$2,152.50	$6,457.50
10/25Gb NIC (2-port) - Pcle	Cloudian	HW-NIC-25Gb	3	$829.50	$2,488.50
HFA-1110 36 Month Standard Support	Cloudian	HFA-1110-36m	3	$6,252.75	$18,758.25
Cloudian Professional Services, HyperFile Installation, Onsite	Cloudian	PS-INST-HF-Onsite	1	$2,953.13	$2,953.13
Cloudian Professional Services, Base Installation, Onsite	Cloudian	PS-INST-Base-Onsite	1	$9,187.50	$9,187.50
Cloudian Professoinal Services, One day of cloudian PS - onsite	Cloudian	PS-INST-1Day-Onsite	2	$2,625.00	$5,250.00
Total					$187,503.44

Design Labor for Additional UPS Design: $5,408

Total between Hardware and Labor: $192,911.44

Please let us know if you have any questions about the scope of the notice, thank you.

Regards,

Michael Kandrack
Sr. Delivery Manager
RL Controls, LLC

CCs:

RL Controls –Matt Jenkins
MBL – John Soria

ITEM # 23

RESOLUTION NO. 22-06

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.1522, consisting of 14 pages, and including:

Warrant No.

General: Checks No.594867 through 595163;
ACH No. 1354 through 1475;

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

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

_____

_____

_____

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

APPROVED AND ADOPTED this 12th day of January 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-06 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12th day of January 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
1354	12/02/2021	$3,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
1355	12/02/2021	$1,249.41	SUPPLIES	2689	ACRO PRINTING INC
1356	12/02/2021	$75.31	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1357	12/02/2021	$992.25	SUPPLIES	62880	AMERICAN MARKER
1358	12/02/2021	$19,210.28	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1359	12/02/2021	$79,363.01	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
1360	12/02/2021	$724.84	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1361	12/02/2021	$3,354.46	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
1362	12/02/2021	$108.53	SUPPLIES	2455	THE ILLINI COMPANIES INC
1363	12/02/2021	$3,164.55	CONTRACT SERVICES	70920	DECALS BY DESIGN INC
1364	12/02/2021	$19,178.76	CONTRACT SERVICES	2793	IBE DIGITAL
1365	12/02/2021	$600.00	TRAINING	31360	DAVID J KIM
1366	12/02/2021	$902.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
1367	12/02/2021	$1,887.36	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
1368	12/02/2021	$66,206.44	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1369	12/02/2021	$535.98	MACHINERY & EQUIPMENTS	33960	DAVID SOSNOWSKI
1370	12/02/2021	$3,090.00	CONTRACT SERVICES	217	TRACKIT LLC
1371	12/02/2021	$189.92	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
1372	12/09/2021	$19,411.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
1373	12/09/2021	$4,284.64	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
1374	12/09/2021	$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
1375	12/09/2021	$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
1376	12/09/2021	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
1377	12/09/2021	$761.15	SUPPLIES	2455	THE ILLINI COMPANIES INC
1378	12/09/2021	$23,560.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1379	12/09/2021	$37.28	SUPPLIES	70920	DECALS BY DESIGN INC
1380	12/09/2021	$1,200.00	CONTRACT SERVICES	2956	GLADWELL GOVERNMENTAL SERVICES INC
1381	12/09/2021	$376.86	SALES TAX LIABILITY	22560	H & H AUTO PARTS WHOLESALE
1382	12/09/2021	$953.00	CONTRACT SERVICES	2793	IBE DIGITAL
1383	12/09/2021	$773.50	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1384	12/09/2021	$138,873.72	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	2954	MANHOLE ADJUSTING INC
1385	12/09/2021	$136.22	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
1386	12/09/2021	$936.68	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1387	12/09/2021	$17,479.92	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1388	12/09/2021	$882.43	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
1389	12/09/2021	$1,731.65	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1390	12/09/2021	$492.52	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1391	12/09/2021	$232.95	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
1392	12/09/2021	$180.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
1393	12/09/2021	$95.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
1394	12/09/2021	$1,227.68	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1395	12/07/2021	$67.65	SUPPLIES	3163	BANK OF AMERICA
1396	12/07/2021	$27.10	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
1397	12/07/2021	$35.65	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1398	12/07/2021	$3,194.76	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
1399	12/16/2021	$144.00	PREPAID EXPENSES	1352	ADR SECURITY SYSTEMS INC
1400	12/16/2021	$6,600.40	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
1401	12/16/2021	$547.95	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
1402	12/16/2021	$955.98	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1403	12/16/2021	$13,137.18	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1404	12/16/2021	$4,376.37	SUPPLIES	62880	AMERICAN MARKER
1405	12/16/2021	$2,163.40	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1406	12/16/2021	$17,208.60	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1407	12/16/2021	$1,297.50	EDUCATION REIMBURSEMENT	811	JOEL BONILLA
1408	12/16/2021	$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
1409	12/16/2021	$5,310.68	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1410	12/16/2021	$1,297.50	EDUCATION REIMBURSEMENT	40230	STEVEN COX
1411	12/16/2021	$40.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
1412	12/16/2021	$27,808.00	CONTRACT SERVICES	2793	IBE DIGITAL
1413	12/16/2021	$1,000.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
1414	12/16/2021	$3,471.55	SUPPLIES	26670	LIFE-ASSIST INC
1415	12/16/2021	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1416	12/16/2021	$571.20	TRAVEL & MEETINGS	116	ADAM MITCHELL
1417	12/16/2021	$10,721.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1418	12/16/2021	$30.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX
1419	12/16/2021	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
1420	12/16/2021	$40,408.20	CONTRACT SERVICES	42180	PCAM LLC
1421	12/16/2021	$500.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
1422	12/16/2021	$80.00	CARPOOL INCENTIVE	3089	NATALIE RAMIREZ
1423	12/16/2021	$243.56	SUPPLIES	1120	BLUETRITON BRANDS INC
1424	12/16/2021	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
1425	12/16/2021	$67,318.94	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1426	12/16/2021	$60.00	CARPOOL INCENTIVE	3432	JOSEPHINE SERRANO
1427	12/16/2021	$128.00	SUPPLIES	17180	FERNANDO VALLE
1428	12/23/2021	$4,052.23	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1429	12/23/2021	$669.79	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1430	12/23/2021	$755.21	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1431	12/23/2021	$60,123.66	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
1432	12/23/2021	$222.37	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1433	12/23/2021	$1,171.71	SUPPLIES	2455	THE ILLINI COMPANIES INC
1434	12/23/2021	$1,643.40	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
1435	12/23/2021	$24,023.73	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
1436	12/23/2021	$60.00	CONTRACT SERVICES	23660	DAIOHS USA
1437	12/23/2021	$9,978.01	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
1438	12/23/2021	$29.10	TRAVEL & MEETINGS	2704	JACQUELINE JAUREGUI
1439	12/23/2021	$3,177.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
1440	12/23/2021	$107,048.24	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1441	12/23/2021	$80.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
1442	12/23/2021	$400.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
1443	12/23/2021	$476.94	CONTRACT SERVICES	2925	R-DOORS INC
1444	12/23/2021	$57.98	SUPPLIES	1120	BLUETRITON BRANDS INC
1445	12/23/2021	$5,713.28	FUEL	1059	AMBER RESOURCES LLC
1446	12/23/2021	$895.91	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
1447	12/23/2021	$589.51	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1448	12/07/2021	$658.65	SUPPLIES	3163	BANK OF AMERICA
1449	12/23/2021	$6,104.71	SUPPLIES	3163	BANK OF AMERICA
1450	12/30/2021	$79,706.80	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1451	12/30/2021	$345.30	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
1452	12/30/2021	$5,281.44	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
1453	12/30/2021	$2,291.05	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1454	12/30/2021	$63,899.92	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1455	12/30/2021	$6,436.97	CONTRACT SERVICES	2102	JOHN P BEROKOFF
1456	12/30/2021	$1,391.24	TRAVEL & MEETINGS	2636	RENE BOBADILLA
1457	12/30/2021	$909.80	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1458	12/30/2021	$4,006.25	SUPPLIES	70920	DECALS BY DESIGN INC
1459	12/30/2021	$308.58	SUPPLIES	3108	MARIO ESPINOSA
1460	12/30/2021	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
1461	12/30/2021	$174.32	TRAINING	3384	ALICIA FERNANDEZ
1462	12/30/2021	$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
1463	12/30/2021	$146.74	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1464	12/30/2021	$8,098.99	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1465	12/30/2021	$123.62	SUPPLIES	26670	LIFE-ASSIST INC
1466	12/30/2021	$32,895.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
1467	12/30/2021	$236,746.28	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
1468	12/30/2021	$318.25	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1469	12/30/2021	$10,721.20	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1470	12/30/2021	$393.96	TRAVEL & MEETINGS	3114	SCARLET PERALTA
1471	12/30/2021	$150.00	TRAVEL & MEETINGS	3194	ANTHONY B RODRIGUEZ
1472	12/30/2021	$54.13	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
1473	12/30/2021	$5,120.00	CONTRACT SERVICES	72100	LEO ARNOLD
1474	12/30/2021	$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
1475	12/30/2021	$324.14	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
	ACH TOTAL	**$1,689,045.31**			
594867	12/02/2021	$378.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
594868	12/02/2021	$3,952.93	UTILITY SERVICES	1732	AT&T CORP

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594869	12/02/2021	$7,312.38	AFLAC OTHER	55860	AFLAC
594870	12/02/2021	$7,312.38	AFLAC OTHER	55860	AFLAC
594871	12/02/2021	$25.00	PARKS AND RECREATION	3425	ALICE AGUIRRE
594872	12/02/2021	$7,500.00	CONTRACT SERVICES	42230	AON RISK SERVICES CENTRAL - PREMIUM
594873	12/02/2021	$6,500.00	CONTRACT SERVICES	3419	ARDA CAMPAIGNS LLC
594874	12/02/2021	$1,106.72	UTILITY SERVICES	38380	AT&T
594875	12/02/2021	$7,949.80	UTILITY SERVICES	39550	AT&T
594876	12/02/2021	$56.27	UTILITY SERVICES	39550	AT&T
594877	12/02/2021	$12,856.88	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
594878	12/02/2021	$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
594879	12/02/2021	$4,379.82	PERMITS AND FEES	2307	DEPT OF TAX AND FEE ADMIN
594880	12/02/2021	$119.47	CONTRACT SERVICES	954	CALIFORNIA EMERGENCY PHYSC MED GRP
594881	12/02/2021	$57.34	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594882	12/02/2021	$594.10	CONTRACT SERVICES	36870	CINTAS CORPORATION
594883	12/02/2021	$4,215.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
594884	12/02/2021	$375.00	TRAINING	842	CSULB FOUNDATION
594885	12/02/2021	$1,405.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
594886	12/02/2021	$1,760.00	CONTRACT SERVICES	522	DEEPNET SECURITY LIMITED
594887	12/02/2021	$45,568.76	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
594888	12/02/2021	$4,076.22	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
594889	12/02/2021	$43,660.00	CONTRACT SERVICES	3304	ENVIRONMENTAL SERVICE SOLUTIONS, LLC
594890	12/02/2021	$4,617.00	PREPAID EXPENSES	74240	GLOBAL CTI GROUP INC
594891	12/02/2021	$4,271.49	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
594892	12/02/2021	$847.44	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
594893	12/02/2021	$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
594894	12/02/2021	$398.60	SUPPLIES	2597	MAGIC JUMP RENTALS INC
594895	12/02/2021	$11.20	TRAVEL & MEETINGS	3426	ELIZABETH MARTINEZ
594896	12/02/2021	$757.83	TRAVEL & MEETINGS	790	CITY OF MONTEBELLO PETTY CASH
594897	12/02/2021	$20,972.54	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
594898	12/02/2021	$243.32	SUPPLIES	15620	OFFICE DEPOT INC
594899	12/02/2021	$3,454.02	CONTRACT SERVICES	3279	PROCURE AMERICA INC
594900	12/02/2021	$70,645.56	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594901	12/02/2021	$754.62	CONTRACT SERVICES	36350	SHRED-IT USA
594902	12/02/2021	$7,945.00	CONTRACT SERVICES	2976	JEREMY P SOMMERS
594903	12/02/2021	$472.69	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594904	12/02/2021	$347.35	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
594905	12/02/2021	$16,332.48	OTHER GROUP INSURANCE PAYABLE	25850	STANDARD INSURANCE COMPANY
594906	12/02/2021	$1,072.46	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
594907	12/02/2021	$2,694.23	SUPPLIES	3145	SUPERIOR GROCERS
594908	12/02/2021	$1,500.00	CONTRACT SERVICES	28	SUSIE HANSEN
594909	12/02/2021	$3,177.02	UTILITY SERVICES	526	T-MOBILE USA INC
594910	12/02/2021	$30.00	CONTRACT SERVICES	526	T-MOBILE USA INC
594911	12/02/2021	$187.00	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
594912	12/02/2021	$2,750.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
594913	12/02/2021	$200.00	CONTRACT SERVICES	2365	LETICIA TORRES
594914	12/02/2021	$2,586.86	SUPPLIES	131	UNITED SITE SERVICES INC
594915	12/02/2021	$1,090.39	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
594916	12/02/2021	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
594917	12/02/2021	$9,017.51	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
594918	12/02/2021	$480.00	CONTRACT SERVICES	2770	NATALIE GARCIA
594919	12/02/2021	$300.00	CONTRACT SERVICES	2770	NATALIE GARCIA
594920	12/09/2021	$2,400.00	CONTRACT SERVICES	3083	AAA FLAG & BANNER MFG CO INC
594921	12/09/2021	$59.03	UTILITY SERVICES	1732	AT&T CORP
594922	12/09/2021	$279,197.60	MACHINERY & EQUIPMENTS	2273	AIR & LUBE SYSTEMS INC
594923	12/09/2021	$754.09	UTILITY SERVICES	2257	AIRESPRING INC
594924	12/09/2021	$1,251.00	SUPPLIES	1870	ALEX & E PARTY RENTALS
594925	12/09/2021	$504.44	UTILITY SERVICES	39550	AT&T
594926	12/09/2021	$327.39	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
594927	12/09/2021	$45.00	RECREATION CLASSES	3427	TIGGRAN AZARYAN
594928	12/09/2021	$346.30	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
594929	12/09/2021	$285.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
594930	12/09/2021	$12,249.49	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594931	12/09/2021	$1,022.00	CONTRACT SERVICES	40850	MARIA E CASAS
594932	12/09/2021	$1,200.00	CONTRACT SERVICES	3312	CHARMANDHAPPY COM

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594933	12/09/2021	$402.00	CONTRACT SERVICES	11990	CUMMINS-ALLISON CORP
594934	12/09/2021	$46,072.68	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
594935	12/09/2021	$669.83	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
594936	12/09/2021	$63.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
594937	12/09/2021	$9,275.78	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
594938	12/09/2021	$38.99	SUPPLIES	9470	W W GRAINGER INC
594939	12/09/2021	$1,998.00	CONTRACT SERVICES	209	KINUM INC
594940	12/09/2021	$3,045.00	CONTRACT SERVICES	2205	MGT OF AMERICA
594941	12/09/2021	$16,249.44	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
594942	12/09/2021	$600.00	CONTRACT SERVICES	3429	MIGUEL SALMERON
594943	12/09/2021	$397.45	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
594944	12/09/2021	$2,008.91	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594945	12/09/2021	$15,364.04	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
594946	12/09/2021	$88.00	RECREATION CLASSES	3428	MARIA MORELOS
594947	12/09/2021	$79.62	SUPPLIES	8720	SCOTT MORTON
594948	12/09/2021	$1,251.86	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594949	12/09/2021	$535.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
594950	12/09/2021	$132.37	SUPPLIES	15620	OFFICE DEPOT INC
594951	12/09/2021	$20,000.00	UNEARNED REVENUE	3430	PHOENIX TOWER INTERNATIONAL
594952	12/09/2021	$46.16	UTILITY SERVICES	100	PICO WATER DISTRICT
594953	12/09/2021	$400.00	CONTRACT SERVICES	134	RICHARD H MUNOZ
594954	12/09/2021	$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
594955	12/09/2021	$111,340.47	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594956	12/09/2021	$56.98	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
594957	12/09/2021	$14,454.00	SALES TAX LIABILITY	2073	STOVER SEED COMPANY
594958	12/09/2021	$624.49	SUPPLIES	3145	SUPERIOR GROCERS
594959	12/09/2021	$1,889.75	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594960	12/09/2021	$3,300.00	CONTRACT SERVICES	3056	ROBERT BANDURRAGA
594961	12/09/2021	$19,166.67	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
594962	12/09/2021	$4,752.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594963	12/09/2021	$8,812.29	UTILITY SERVICES	23610	VERIZON WIRELESS
594964	12/09/2021	$2,021.98	SUPPLIES	3088	WAXIES ENTERPRISES LLC

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594965	12/14/2021	$105.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION
594966	12/16/2021	$700.00	CONTRACT SERVICES	3416	AFFORDABLE GENERATOR SERVICES INC
594967	12/16/2021	$180.00	CONTRACT SERVICES	3441	ALEXANDRA CONTRERAS GARCIA
594968	12/16/2021	$330.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
594969	12/16/2021	$2,191.81	UTILITY SERVICES	39550	AT&T
594970	12/16/2021	$4.67	UTILITY SERVICES	39550	AT&T
594971	12/16/2021	$114.52	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
594972	12/16/2021	$13,112.62	CONTRACT SERVICES	1529	ATHANS ICE HOUSE
594973	12/16/2021	$177.00	CONTRACTORS	3442	BURGESONS HEATING AND AIR CONDITIONING INC
594974	12/16/2021	$300.00	TRAINING	3445	JAMES BYUN
594975	12/16/2021	$96.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594976	12/16/2021	$6,177.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
594977	12/16/2021	$2,385.11	SUPPLIES	36870	CINTAS CORPORATION
594978	12/16/2021	$1,350.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC
594979	12/16/2021	$400.00	SUPPLIES	2258	MICHAEL JAMES BISCHOFF
594980	12/16/2021	$700.00	CONTRACT SERVICES	2759	D F POLYGRAPH
594981	12/16/2021	$46,477.48	FRINGE BENEFITS	4110	DELTA DENTAL OF CALIFORNIA
594982	12/16/2021	$197.05	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
594983	12/16/2021	$12,762.82	CONTRACT SERVICES	1586	TALX CORPORATION
594984	12/16/2021	$3,618.28	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
594985	12/16/2021	$4,100.00	CONTRACT SERVICES	2784	PHILLIP GALLEGOS
594986	12/16/2021	$848.68	UNIFORM EXPENSE	55650	GALLS LLC
594987	12/16/2021	$300.00	TRAINING	3446	APRIL GARCIA
594988	12/16/2021	$240.00	CONTRACT SERVICES	2770	NATALIE GARCIA
594989	12/16/2021	$495.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
594990	12/16/2021	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
594991	12/16/2021	$1,689.24	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
594992	12/16/2021	$1,275.83	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
594993	12/16/2021	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
594994	12/16/2021	$300.00	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
594995	12/16/2021	$852.51	SUPPLIES	79	INNOVATIVE PLAYGROUNDS COMPANY INC
594996	12/16/2021	$1,290.90	CONTRACT SERVICES	1357	IRON MOUNTAIN INC

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594997	12/16/2021	$3,149.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
594998	12/16/2021	$1,049.12	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP
594999	12/16/2021	$75.66	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
595000	12/16/2021	$271.50	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
595001	12/16/2021	$15,400.00	PREPAID EXPENSES	2673	NTH GENERATION COMPUTING INC
595002	12/16/2021	$21.81	SUPPLIES	15620	OFFICE DEPOT INC
595003	12/16/2021	$1,524.64	CONTRACT SERVICES	26460	ORBIT RENTALS INC
595004	12/16/2021	$8,200.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
595005	12/16/2021	$300.00	TRAINING	3447	JOSEPH PEREZ
595006	12/16/2021	$1,545.45	FUEL	19700	SYNCHRONY BANK
595007	12/16/2021	$227.92	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595008	12/16/2021	$2,028.49	SUPPLIES	503	QUADIENT INC
595009	12/16/2021	$1,000.00	SUPPLIES	3444	BRYAN M RAMIREZ
595010	12/16/2021	$300.00	TRAINING	3443	ALVARO REYES
595011	12/16/2021	$506.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
595012	12/16/2021	$1,850.00	CONTRACT SERVICES	3435	SAN DIMAS GRAIN
595013	12/16/2021	$283.00	TRAINING	3448	SCOTT SAVAGE
595014	12/16/2021	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
595015	12/16/2021	$7,958.10	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
595016	12/16/2021	$23,718.30	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595017	12/16/2021	$36,025.03	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
595018	12/16/2021	$240.35	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
595019	12/16/2021	$10,492.66	BUILDING IMPROVEMENTS	3394	T & G GLOBAL LLC
595020	12/16/2021	$3,447.78	UTILITY SERVICES	526	T-MOBILE USA INC
595021	12/16/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
595022	12/16/2021	$7,341.90	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
595023	12/16/2021	$187.00	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
595024	12/16/2021	$308.43	SALES TAX LIABILITY	3110	TOMAS ALVARADO
595025	12/16/2021	$600.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS
595026	12/16/2021	$7,187.50	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
595027	12/16/2021	$1,173.33	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
595028	12/16/2021	$3,347.11	CONTRACT SERVICES	20070	UC REGENTS

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595029	12/16/2021	$2,419.20	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
595030	12/16/2021	$566.64	UTILITY SERVICES	23610	VERIZON WIRELESS
595031	12/16/2021	$371.20	SUPPLIES	2768	PHILLIP VIEBROCK
595032	12/16/2021	$1,355.95	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
595033	12/16/2021	$233.55	SUPPLIES	9470	W W GRAINGER INC
595034	12/16/2021	$3,680.33	SUPPLIES	3088	WAXIES ENTERPRISES LLC
595035	12/16/2021	$213.33	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
595036	12/20/2021	$80,127.89	DISABILITY INSURANCE PAYABLE	25850	STANDARD INSURANCE COMPANY
595037	12/23/2021	$202.18	CONTRACT SERVICES	1674	1st JON INC
595038	12/23/2021	$2,380.30	UTILITY SERVICES	38380	AT&T
595039	12/23/2021	$359.60	UTILITY SERVICES	39550	AT&T
595040	12/23/2021	$919.64	UTILITY SERVICES	39550	AT&T
595041	12/23/2021	$145.27	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
595042	12/23/2021	$98.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
595043	12/23/2021	$153.85	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
595044	12/23/2021	$81.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
595045	12/23/2021	$500.00	DUES & SUBSCRIPTIONS	1416	CITY OF WHITTIER
595046	12/23/2021	$575.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
595047	12/23/2021	$200.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
595048	12/23/2021	$38.59	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
595049	12/23/2021	$394.82	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
595050	12/23/2021	$128.77	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
595051	12/23/2021	$8,302.75	MACHINERY & EQUIPMENTS	3379	FORCIBLE ENTRY INC
595052	12/23/2021	$8,268.75	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
595053	12/23/2021	$2,020.55	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
595054	12/23/2021	$37.11	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
595055	12/23/2021	$1,909.42	SUPPLIES	48620	THE ROBBINS COMPANY
595056	12/23/2021	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
595057	12/23/2021	$271.20	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
595058	12/23/2021	$34,531.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
595059	12/23/2021	$7,947.62	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
595060	12/23/2021	$667.67	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595061	12/23/2021	$5,224.44	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
595062	12/23/2021	$477.03	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
595063	12/23/2021	$850.00	CONTRACT SERVICES	3449	PAY UP TRUCKING INC
595064	12/23/2021	$350.03	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
595065	12/23/2021	$38,320.32	CONTRACT SERVICES	3279	PROCURE AMERICA INC
595066	12/23/2021	$157.92	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595067	12/23/2021	$7,160.27	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
595068	12/23/2021	$1,429.41	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595069	12/23/2021	$573.20	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
595070	12/23/2021	$17,834.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
595071	12/23/2021	$519.65	CONTRACT SERVICES	3397	STERICYCLE INC
595072	12/23/2021	$5,389.18	UTILITY SERVICES	526	T-MOBILE USA INC
595073	12/23/2021	$1,498.94	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
595074	12/23/2021	$2,388.90	UTILITY SERVICES	72570	US TELEPACIFIC CORP
595075	12/23/2021	$16,170.20	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
595076	12/23/2021	$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
595077	12/23/2021	$4,249.32	FRINGE BENEFITS	58990	VISION SERVICE PLAN
595078	12/23/2021	$568.23	SUPPLIES	3088	WAXIES ENTERPRISES LLC
595079	12/23/2021	$810.34	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
595080	12/23/2021	$6,478.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
595081	12/23/2021	$1,685.50	SUPPLIES	67320	WINZER CORPORATION
595082	12/23/2021	$169.29	CONTRACT SERVICES	2905	ZUTRA WATER
595083	12/30/2021	$850.00	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
595084	12/30/2021	$1,971.66	UTILITY SERVICES	1732	AT&T CORP
595085	12/30/2021	$150.00	TRAVEL & MEETINGS	3453	JOSE ACOSTA
595086	12/30/2021	$7,312.38	AFLAC OTHER	55860	AFLAC
595087	12/30/2021	$7,826.50	UTILITY SERVICES	39550	AT&T
595088	12/30/2021	$1,994.14	UTILITY SERVICES	39550	AT&T
595089	12/30/2021	$700.00	CONTRACT SERVICES	3420	AUTOMOTIVE EQUIPMENT INSTALLERS
595090	12/30/2021	$39,469.50	MACHINERY & EQUIPMENTS	2589	AXON ENTERPRISE INC
595091	12/30/2021	$3,150.00	CONTRACT SERVICES	370	BK SIGNS INC
595092	12/30/2021	$2,777.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595093	12/30/2021	$160.00	GENERAL GOVERNMENT	3458	VANESSA CABRERA
595094	12/30/2021	$3,994.00	MACHINERY & EQUIPMENTS	3437	CHARGEPOINT INC
595095	12/30/2021	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
595096	12/30/2021	$310.25	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
595097	12/30/2021	$4,259.18	SALES TAX LIABILITY	950	CUMMINS PACIFIC LLC
595098	12/30/2021	$8,956.60	VEHICLE MAINTENANCE/EXPENSES	3281	DAVEY COACH SALES INC
595099	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595100	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595101	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595102	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595103	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595104	12/30/2021	$74.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595105	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595106	12/30/2021	$74.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595107	12/30/2021	$185.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595108	12/30/2021	$37.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
595109	12/30/2021	$23,064.97	SALES TAX LIABILITY	27910	DOOLEY ENTERPRISES INC
595110	12/30/2021	$272.32	SUPPLIES	40930	EASTMONT PAINT & DECORATING
595111	12/30/2021	$4,769.00	CONTRACT SERVICES	3405	ELECTRIC CAR SALES AND SERVICES, INC
595112	12/30/2021	$254.39	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
595113	12/30/2021	$645.00	CONTRACT SERVICES	2616	EXTREME SAFETY INC
595114	12/30/2021	$770.93	CONTRACT SERVICES	3015	FIRST AID 2000
595115	12/30/2021	$3,318.53	MACHINERY & EQUIPMENTS	2656	FOX FURY LIGHTING SOLUTIONS LLC
595116	12/30/2021	$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
595117	12/30/2021	$636.23	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
595118	12/30/2021	$95.89	TRAVEL & MEETINGS	3454	KIMBERLY GUILLEN
595119	12/30/2021	$2,400.28	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
595120	12/30/2021	$151.37	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
595121	12/30/2021	$2,175.00	CONTRACT SERVICES	3423	IN MOTION SHOWS INC
595122	12/30/2021	$4,193.28	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
595123	12/30/2021	$13,350.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES, INC.
595124	12/30/2021	$1,797.89	LEASE PAYMENT	2405	JCB FINANCE

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595125	12/30/2021	$504.05	TRAVEL & MEETINGS	2277	CHRISTOPHER JIMENEZ
595126	12/30/2021	$150.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
595127	12/30/2021	$5,220.00	TRAINING	3452	ARNOLD E KLEMENT
595128	12/30/2021	$59.20	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
595129	12/30/2021	$653.61	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
595130	12/30/2021	$529.42	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
595131	12/30/2021	$1,050.00	CONTRACT SERVICES	41130	MIHM INC
595132	12/30/2021	$294.72	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
595133	12/30/2021	$320.29	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
595134	12/30/2021	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
595135	12/30/2021	$10,214.72	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
595136	12/30/2021	$25.16	SUPPLIES	15620	OFFICE DEPOT INC
595137	12/30/2021	$505.96	RETIREMENT	42490	LINDA PAYAN
595138	12/30/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595139	12/30/2021	$420.00	CONTRACT SERVICES	43	RELIABLE MONITORING SERVICES
595140	12/30/2021	$57,074.67	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
595141	12/30/2021	$400.00	TRAVEL & MEETINGS	61140	MICHAEL SAVEDRA
595142	12/30/2021	$3,459.08	SALES TAX LIABILITY	3451	SCOREBOARD SOLUTIONS INC
595143	12/30/2021	$1,886.55	CONTRACT SERVICES	36350	SHRED-IT USA
595144	12/30/2021	$150.00	TRAVEL & MEETINGS	3456	JOHN SORIA
595145	12/30/2021	$23,175.07	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
595146	12/30/2021	$19,977.39	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
595147	12/30/2021	$3,496.30	SALES TAX LIABILITY	3007	SOUTHERN CALIFORNIA TROPHY COMPANY
595148	12/30/2021	$7,462.58	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
595149	12/30/2021	$1,690.11	SUPPLIES	3145	SUPERIOR GROCERS
595150	12/30/2021	$1,140.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
595151	12/30/2021	$1,285.94	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
595152	12/30/2021	$3,604.35	UTILITY SERVICES	72570	US TELEPACIFIC CORP
595153	12/30/2021	$535.60	RETIREMENT	27300	ROBERT C TUFANO
595154	12/30/2021	$533.33	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
595155	12/30/2021	$425.48	SUPPLIES	45120	ULINE INC
595156	12/30/2021	$7,319.58	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP

City of Montebello
Register of Demands No.
From Payment Date: 12/02/21 - To Payment Date: 12/30/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
595157	12/30/2021	$1,125.00	TRAINING	11430	WESTGATE CENTER FOR LEADERSHIP
595158	12/30/2021	$2,419.20	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
595159	12/30/2021	$456.56	UTILITY SERVICES	23610	VERIZON WIRELESS
595160	12/30/2021	$531.85	SUPPLIES	3088	WAXIES ENTERPRISES LLC
595161	12/30/2021	$297.68	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
595162	12/30/2021	$4,233.00	TRAINING	3106	WHYD YOU STOP ME?
595163	12/30/2021	$275.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
	CHECK TOTAL	**$1,729,812.42**			
	GRAND TOTAL	**$3,418,857.73**			