CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, SEPTEMBER 25, 2024 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
Director of Finance	Michael Solorza
Director of Human Resources	Ramon Figueroa
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	Cesar Roldan
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室**.**

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

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d)(1)
RZ Capital and Development LLC v. City of Montebello
Los Angeles County Superior Court Case No. 24STCP02676

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. CITIZEN OF THE MONTH - FRANK SALOMONE

3. PROCLAMATION FOR NATIONAL LATINO/A/E/X PHYSICIAN DAY

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor

and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

4. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2479 AMENDING CHAPTER 8.40 OF THE CITY OF MONTEBELLO MUNICIPAL CODE REGARDING REGISTRATION AND MAINTENANCE OF VACANT AND ABANDONED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL PROPERTIES

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2479 amending Montebello Municipal Code ("MMC") Chapter 8.40, establishing new regulations regarding the registration and maintenance of vacant and abandoned commercial, industrial, and residential properties; and
2. Determine and find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, and is not considered a "project" under CEQA Guidelines Section 15378 as there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and
3. Take such additional, related, action that may be desirable.

5. CONSIDER APPEAL OF DECISION TO REVOKE BUSINESS LICENSE NO. 10707651 ISSUED TO A & T PALLETS, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Consider the Appeal by A & T Pallets regarding the revocation of their business license based on the facts and evidence presented by both City staff and the appellant; and
2. Review the history of complaints and compliance efforts related to A & T Pallets' operations; and
3. Determine whether to uphold, modify, or overturn the decision to revoke the business license; and
4. Take such additional, related, action that may be desirable.

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

6. ADOPT RESOLUTION NO. 24-71 AMENDING THE CONFLICT OF INTEREST CODE BY RESCINDING AND REPLACING RESOLUTION 22-04 REVISING THE LIST OF DESIGNATED POSITIONS REQUIRED TO FILE PERIODIC STATEMENTS OF ECONOMIC INTERESTS (FORM 700) AND THEIR DISCLOSURE CATEGORIES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No.24-71 rescinding and replacing Resolution No. 22-04, thereby updating the appendix to the local Conflict of Interest Code to revise the list of designated positions required to file Statements of Economic Interests (Form 700) and their disclosure categories; and
2. Direct the City Clerk's Office to file the 2024 Local Biennial Notice with the Fair Political Practices Commission (FPPC); and
3. Take such additional, related action that may be desirable.

7. APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 25-01 FOR PROPOSITION 64 GRANT PROJECT EVALUATOR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request-for-Proposal (RFP) No. 25-01 for a Proposition 64 Grant Project Evaluator; and
2. Take such additional, related action that may be desirable.

8. AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. FOR THE DOG PARK AT ACUÑA PARK – CP 922

RECOMMENDATION: It is recommended that the City Council:

1. Award a construction contract to Estate Design and Construction, Inc. for the dog park at Acuña Park (CP 922) in the amount of $632,071 plus a 10% construction contingency of $63,207 for a total contract amount of $695,278; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by $695,278 in Account No. 100-70-710-6040.10 (General Fund, Parks and Recreation, Recreation, Contract Services Outside Contracts) for the construction of the dog park; and
3. Authorize the City Clerk's Office to release all-other bidders' bonds; and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

9. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-06 FOR ON-CALL ENGINEERING AND ARCHITECTURAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal (RFP No. 25-06) to solicit proposals from qualified engineering and architectural firms for on-call engineering and architectural services; and,
2. Take such additional, related action that may be desirable.

10. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-04 FOR CITYWIDE CUSTODIAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP No. 25-04) for citywide custodial services; and
2. Take such additional, related action that may be desirable.

11. REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT (CP 924) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTISING AND REBIDDING THE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for construction of the Rio Hondo River Access Improvement Project (CP 924) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desirable.

12. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4218 WITH NEOGOV FOR HUMAN RESOURCES INFORMATION SOFTWARE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a four (4) year Professional Services Agreement (No. 4218) with NEOGOV for Human Resources Information Software Services for a total not-to-exceed amount of $224,682 over the four (4) year term; and
2. Authorize the City Manager to execute Professional Services Agreement No. 4218; and
3. Approve an exception to procurement of the professional services through Montebello Municipal Code Section 3.21.025(B) - Conformance with Bidding Procedures; and,
4. Take such additional, related action that may be desirable.

13. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-02 FOR CITYWIDE GRANT WRITING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Request for Proposal (RFP No. 25-02) to solicit proposals from qualified firms for citywide grant writing and management services; and,
2. Take such additional, related action that may be desirable.

14. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-05 FOR ON-CALL BUILDING PLAN CHECK, BUILDING INSPECTION AND PLANNING CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 25-05 for on-call building plan check, building inspections and planning consulting services; and
2. Take such additional, related action(s) that may be desirable.

15. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3826 WITH IBE DIGITAL FOR 24/7 IT HELP DESK SERVICES AND AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3882 WITH IBE DIGITAL FOR PUBLIC SAFETY INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3826 with IBE Digital for 24/7 IT Help Desk Services extending the term of services and amending the compensation related to the extension in the amount of $201,536; and
2. Approve Amendment No. 1 to Professional Services Agreement No. 3882 with IBE Digital for Public Safety Information Technology Staff Augmentation Services extending the term of services and amending the compensation related to the extension in the amount of $205,899; and
3. Take such additional, related action that may be desirable.

16. REJECT PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS (RFP) NO. 24-19 FOR INSTALLATION OF TWO LED SIGNS AND AUTHORIZE STAFF TO PROCEED WITH ISSUING A NEW RFP

RECOMMENDATION: It is recommended that the City Council:

1. Reject proposals received for Request for Proposals (RFP) No. 24-19 for Installation of Two (2) New LED Signs in accordance with City Municipal Code Section 3.20.080; and
2. Authorize staff to modify the project scope of work and RFP; and
3. Authorize staff to issue an updated RFP; and
4. Take such additional, related action that may be desirable.

17. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-07 FOR MONTEBELLO POLICE TOWING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue Request for Proposal (RFP No. 25-07) to solicit proposals from qualified firms for Montebello Police towing services; and
2. Take such additional, related action that may be desirable.

18. APPROVAL OF MINUTES: AUGUST 14, 2024, CITY COUNCIL MEETING; AUGUST 28, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-75 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 25, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-75 approving the Warrant Register dated September 25, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS
Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**

  1. **Seek council consensus to give direction for the creation of a strike team to address the trash clean up along the 60 Freeway.**

- **David N. Torres, Councilmember**

- **Salvador Melendez, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on October 9, 2024, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, September 22, 2024, no later than 6:00 p.m.**

Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

ITEM # 4

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2479 AMENDING CHAPTER 8.40 OF THE CITY OF MONTEBELLO MUNICIPAL CODE REGARDING REGISTRATION AND MAINTENANCE OF VACANT AND ABANDONED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL PROPERTIES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2479 amending Montebello Municipal Code ("MMC") Chapter 8.40, establishing new regulations regarding the registration and maintenance of vacant and abandoned commercial, industrial, and residential properties; and
2. Determine and find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, and is not considered a "project" under CEQA Guidelines Section 15378 as there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The Ordinance would establish monitoring fees as part of the proposed monitoring program ranging from $500 to $1,000 per month for commercial vacant properties, and $100 per month for vacant residential properties with the potential for certain exemptions as described in the proposed Ordinance No. 2479 (Municipal Code Chapter 8.40.100(B)). In addition, the existing registration fee of $120/year -- established by Resolution No. 09-

58 -- will remain in effect.

When non-compliance occurs resulting in abatement, liens will be placed on properties allowing for eventual recovery of expenses related to those abatement efforts. The implementation of the abatement program will ensure that the City has the tools and resources needed to effectively monitor and regulate vacant properties Citywide to preserve the quality of life for residents and stakeholders within the City.

The proposed Ordinance is expected to incur costs related to the abatement of blighted properties, including dedicated staff time, cleanup and securing vacant properties, as well as monitoring and coordination for potential activation through economic development efforts. For example, a recent property requiring abatement incurred expenses of $52,000 for staff coordination, contract cleaning services, supplies, etc. Funding for abatement efforts that will be required per the proposed ordinance was not included in the Fiscal Year 2024-25 budget. If the municipal code is amended and the abatement program is put in place, then Staff will monitor the time and materials spent on the various abatement efforts. Staff will then return at a later point in the fiscal year to amend the FY 2024-25 budget if necessary to increase appropriations for the Community Development and Public Works Departments. In addition, future budgets will be built with sufficient funding for enforcement of the various abatement efforts. The registration and monitoring fees collected will help offset program related expenses.

BACKGROUND/DISCUSSION:

On March 25, 2009, the City Council approved Ordinance No. 2329 to address the maintenance and security concerns associated with abandoned and vacant properties and preserve the aesthetic appearance of Montebello. At the time, the City of Montebello faced a significant increase in foreclosures, resulting in numerous residential and commercial properties becoming neglected. The ordinance aimed to mitigate the impacts of blighted properties on neighborhood aesthetics, property values, and public safety. In summary, the ordinance requires property owners to register their properties with an annual registration fee of $120, which is valid for one calendar year (established by Resolution No. 09-58) The registration fee is due on or before January 1st each year and must be received no later than January 31st.

Since its adoption, the City has observed a continued rise in complaints related to abandoned and vacant properties. This trend has led to increased concerns about the negative effects on property values, health, safety, and the general welfare of the community. Additionally, many vacant properties throughout the City have remained poorly maintained, exacerbating blight issues and contributing to a decline in neighborhood aesthetics.

Per direction from the City Council, staff conducted a review of the current ordinance and identified areas where the existing regulations could be enhanced. Key issues include inadequate property security, frequent unauthorized access to vacant properties, accumulation of debris, and overgrown vegetation, all of which have been recurring problems. These conditions have also strained City resources, particularly within the Planning and Community Development Department - Code Enforcement Division and

Public Works Department.

As part of this review, the proposed amendment seeks to implement more stringent maintenance and security requirements for abandoned properties as well as incentivize activation of vacant storefronts, ensuring these properties do not become public nuisances.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the commonsense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The proposed ordinance amending MMC Chapter 8.40 (Abandoned Property and Vacant Lots) does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Text Amendment is not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTIFICATION

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

- On September 13, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News) for the City Council.

ANALYSIS:

The presence of abandoned and vacant properties within the City of Montebello has contributed to neighborhood blight, decreased property values, and increased public safety concerns. The lack of adequate security and maintenance on these properties attracts unlawful activities such as trespassing, vandalism, and illegal dumping, which burdens City resources. These properties, often left unattended during lengthy foreclosure or default proceedings, become eyesores, and negatively affect the quality of life for surrounding residents.

The **Abandoned Property and Vacant Lots Ordinance (Ordinance No. 2329)**, enacted on March 25, 2009, established a framework for registering and maintaining vacant and abandoned properties. This ordinance aims to reduce the negative impacts of such properties by holding owners accountable for their upkeep. Despite these measures, the City has observed ongoing issues, including insufficient compliance, recurring nuisances, and the use of abandoned properties for illegal activities.

The proposed amendment to Municipal Code Chapter 8.40 et al seeks to, among other things, build upon the 2009 ordinance by further strengthening maintenance, security, and enforcement requirements for vacant lots and properties causing nuisances and blight in the community. The proposed Ordinance includes the following enhancements:

1. **Mandatory Registration**: All vacant and abandoned properties must be registered with the City, ensuring up-to-date contact information for responsible parties, which facilitates enforcement of maintenance and security requirements.
2. **Enhanced Maintenance Requirements**: Owners will be required to maintain vacant properties to neighborhood standards, including landscaping, debris removal, and addressing graffiti. For unimproved vacant lots and properties, landscaping plans will be required, providing aesthetic improvement to mitigate blight and enhance neighborhood appearance.
3. **Improved Security Measures**: Properties must be secured against unauthorized access through fencing, boarding of windows, or other security mechanisms. Additionally, weekly inspections will be mandatory to ensure compliance, reducing opportunities for criminal activity.
4. **Enforcement of Compliance**: The ordinance allows for stricter penalties for non-compliance, including the placement of liens on properties to recover City-incurred abatement costs. This ensures that the City has the resources to address these issues without burdening taxpayers.
5. **Collaboration with the City:** Incentivize the activation of vacant commercial spaces by hosting pop-up events or attracting qualified temporary tenants by waiving monitoring fees and promoting economic development.
6. **Establish a Monitoring Program**: The fees associated with the monitoring program will include fees for commercial vacant properties ranging from $500 to $1000 per month, and fees for residential properties set at $100 per month. These fees would be charged to property owners for property that has been vacant for more than 90 days and which does not qualify for those exemptions listed in the proposed ordinance (see Section 8.40.120 of the proposed Ordinance, included under Attachment A). It is important to note that these fees were established based on a methodology that looked at dedicated staff time at fully burdened rates.

On September 3, 2024, as part of the City's outreach efforts for this ordinance, the Economic Development Division presented the proposed ordinance modifications to the Montebello Chamber of Commerce's Economic Development Committee. The Committee expressed their support for the proposed revisions, recognizing its importance in addressing the challenges posed by vacant and abandoned properties in the City.

On September 17, 2024, the Planning Commission took action regarding Resolution No. 11-24 recommending that the City Council adopt an ordinance amending Chapter 8.40 of the Montebello Municipal Code related to the registration and maintenance of vacant and abandoned commercial, industrial, and residential properties. (Attachment B)

In recent years, the City has received increased complaints related to abandoned

properties, including reports of illegal dumping, graffiti, and unkempt lots/properties, which diminish the aesthetics of neighborhoods and attract unwanted activities in addition to creating blight. As of September 10, 2024, the Code Enforcement division has documented a total of 32 vacant properties located within City boundaries**.** The proposed ordinance amendments will provide Code Enforcement and other departments with more effective tools to monitor, manage, and enforce the proper upkeep of these properties.

Research on Surrounding Cities' Municipal Code

To understand how neighboring cities address the issue of abandoned and vacant lots and properties, City staff researched their municipal codes. Based on City staff findings, the following key points were identified:

1. *City of Pico Rivera*

The City of Pico Rivera, implemented an amendment aimed at updating and addressing property maintenance issues related to structures, landscaping, and parking area maintenance. The purpose of the amendment and the subsequent changes was to improve the overall quality of life for residents, business owners, and property owners in the City of Pico Rivera. This ordinance clarifies public nuisance definitions and adds property maintenance provisions to ensure properties are maintained to high standards, enhancing community beautification and promoting economic stability.

1. *City of Rosemead*

The City of Rosemead has an ordinance addressing vacant properties. This ordinance requires property owners to maintain vacant lots, whether improved or unimproved, in a clean and secure condition. Key provisions include landscaping, irrigation, fencing, and weekly inspections to ensure compliance. This ordinance aims to prevent neighborhood blight and protect public health, safety, and welfare by holding property owners accountable for the upkeep of vacant lots.

1. *El Monte*

The City of El Monte established a Vacant Building Security and Maintenance Program. This ordinance requires owners to secure, maintain, and actively monitor vacant buildings or structures that have been unoccupied for more than 30 days. The ordinance includes specific maintenance provisions, such as landscaping, graffiti removal, and the boarding of windows and doors, aimed at preventing blight and ensuring that vacant properties do not become a nuisance to the surrounding community.

The table below provides a summary of the proposed changes to Municipal Code Chapter 8.40 et al:

CURRENT ORDINANCE	**PROPOSED ORDINANCE**
Vacant properties must be registered but there are no specific timelines for registration and maintenance.	**Requires registration within 90 days of a property becoming vacant or abandoned, with mandatory maintenance standards.**
Limited maintenance requirements that do not specify detailed security measures.	**Introduces comprehensive maintenance and security requirements, including mandatory fencing, weekly inspections, and security patrols for properties vacant over 180 days.**
No specific penalties or monitoring programs for non-compliance.	**Implements a monitoring program with fees, along with penalties for non-compliance, and mandates regular reporting and updates from property owners.**
Exemptions are vague and do not clearly address temporary vacancies or properties under development.	**Clarifies exemptions for properties with active permits, under development, temporary vacancies, or based on established criteria ensuring they do not contribute to blight.**
N/A	**Incentivize the activation of vacant commercial spaces by hosting pop-up events or attracting qualified temporary tents by waiving monitoring fees and promoting economic development.**

CLEAN Task Force
To enhance the City's efforts in tackling abandoned properties and vacant lots, a new task force will be established. The CLEAN (City Leading Efforts Against Non-Compliance) Task Force will be a Citywide initiative focused on improving quality of life issues such as vacant property maintenance, illegal dumping, graffiti and homelessness. It brings together multiple departments -- including Planning and Community Development (specifically Code Enforcement and Economic Development), Public Works, Fire (MCAP), and Police -- to collaborate and focus on eliminating blight and impacted areas resulting from vacant properties.

This initiative serves as a platform focusing on proactive management, ensuring compliance with city ordinances, maintaining public spaces, and enhancing security related to vacant properties. By implementing sustainable solutions and fostering

interdepartmental cooperation, the CLEAN Task Force aims to create a cleaner and safer environment across Montebello, ensuring that each department plays a role in maintaining and improving the condition of vacant and abandoned properties. Through this coordinated approach, the CLEAN Task Force initiative highlights the City's dedication to managing vacant and abandoned properties with a comprehensive, long-term strategy.

SUMMARY:

The proposed Text Code Amendment conforms with the Montebello General Plan as it will further address the maintenance of vacant and abandoned properties within the City. The proposed amendments are aimed to prevent vacant properties from becoming sources of blight or safety hazards and to hold property owners accountable for the upkeep of vacant properties. Therefore, it is recommended the City Council adopt Ordinance No. 2479 amending Chapter 8.40 of the City of Montebello Municipal Code (MMC) regarding new regulations associated with the registration and maintenance of vacant and abandoned commercial, industrial, and residential properties and creating new monitoring fees as provided in Attachment A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

ATTACHMENT(S)

1. Attachment A - Ordinance -Vacant and Abandoned Properties
2. Attachment B - PC Resolution 11-24
3. Attachment C - Public Hearing Notice - Vacant Property Registration Ordinance - 09.25.2024

ORDINANCE NO. 2479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 8.40 OF THE MONTEBELLO MUNICIPAL CODE REGARDING REGISTRATION AND MAINTENANCE OF VACANT AND ABANDONED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL PROPERTIES

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

WHEREAS, on April 8, 2009 the City Council adopted Ordinance No. 2329 adding Chapter 8.40 to the Montebello Municipal Code ("MMC") to address the issue of abandoned or vacant properties to protect the City and its citizens from urban blight and ensure the security and maintenance of such abandoned or vacant properties; and

WHEREAS, the City Council desires to amend Chapter 8.40 of the MMC to further address issues related to abandoned or vacated commercial properties, add additional requirements for security and registration, and create a monitoring program to ensure compliance with these regulations; and

WHEREAS, the City Council desires to amend the MMC pursuant to this Ordinance to preserve and protect the public peace, health safety and welfare; and

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

SECTION 1. **RECITALS.** The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. **AMENDMENT.** Chapter 8.40 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 8.40 REGISTRATION AND MAINTENANCE OF VACANT AND ABANDONED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL PROPERTIES~~Y AND VACANT LOTS~~

Sections:

8.40.010 Purpose/S~~s~~cope.

It is the purpose and intent of the Montebello City Council, through the adoption of this chapter, and subsequent amendments, to establish a vacant property registration and mandatory maintenance program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned and/or vacant properties. This chapter is intended to apply to abandoned and/or vacant property located within the City of Montebello.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.020 Definitions.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

"Abandoned" means real property that is vacant for more than 90-days including properties~~and is~~ under a current notice of default and/or notice of trustee's sale, pending tax assessors lien sale and/or a property that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale and/or is unoccupied and has existing code violations.

"Accessible property" means a property that is accessible through a compromised or breached gate, fence, wall etc.

"Accessible structure" means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

"Accessory dwelling unit" means an independent dwelling unit located in any of the residential zones, and in the case of single-family zoning districts (R-1 and R-A zones), on a lot that has only one previously-existing single-family dwelling unit prior to the addition of the accessory dwelling unit which is smaller than and visually subordinate to the previously existing single-family dwelling unit, and which may be an internal remodeling of, or attached to or detached from the previously existing single-family dwelling unit. Accessory dwelling units may also be referred to as "second dwelling units" within this title, and both terms may be used interchangeably herein.

"Agreement" means any agreement or written instrument, which provides that title to residential property, shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

"Assignment of rents" means an instrument that transfers the beneficial interest under a deed of trust from one lender/entity to another.

"Beneficiary" means a lender under a note secured by a deed of trust.

“Blight” means a physical space or structure that is no longer in acceptable or beneficial condition to its community, and which may cause undue hardships, a nuisance, or an erosion of the quality of life to the surrounding area.

"Buyer" means any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for property described in an agreement of sale, as defined in this subsection.

"Days" means consecutive calendar days.

"Deed of ~~trust~~Trust" means an instrument by which title to real estate is transferred to a ~~third party~~third-party trustee as security for a real estate loan. In California, a deed of trust is used instead of a mortgage. This definition applies to any and all subsequent deeds of trust (i.e.: 2nd trust deed, 3rd trust deed, etc.).

"Deed in lieu of foreclosure/sale" means a recorded document that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Default" means the failure to fulfill a contractual obligation, monetary or conditional.

“Department” means the Planning and Community Development Department.

“Director” means the Director of Planning and Community Development.

"Distressed" means a property that is under a current notice of default and/or notice of trustee's sale and/or pending tax assessor's lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

"Evidence of vacancy" means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

"Foreclosure" means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor (borrower) defaults.

"Local" means within forty road/driving miles distance of the subject property.

"Multiple-family dwelling" means two or more dwelling units, each of which is attached side to side, each one sharing common wall(s) with the other(s), and each containing only one kitchen.

"Neighborhood standard" means those conditions that are present on a simple majority of properties within a three-hundred-foot radius of an individual property. A

property that is the subject of a neighborhood standard comparison, or any other abandoned property within the three hundred-foot radius, shall not be counted toward the simple majority.

"Notice of default" means a recorded notice that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

"Out of area" means in excess of forty road/driving miles distance of the subject property.

"Owner" means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

"Owner of record" means the person having recorded title to the property at any given point in time the record is provided by the Los Angeles County Recorders Office.

"Property" means any unimproved or improved real property, or portion thereof, situated in the ~~city~~ City and includes the buildings or structures located on the property regardless of condition.

"Residential property" means any improved real property, or portion thereof, situated in the ~~city~~City, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as "residential" whether or not it is legally permitted and/or zoned for such use.

"Securing" means such measures as may be directed by the ~~city~~ City ~~manager~~Manager, or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining/pad locking of gates, the repair or boarding of doors, windows and/or other openings. Boarding shall be completed to a minimum of the current HUD securing standards at the time the boarding is completed or required.

"Trustee" means the person, firm or corporation holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" means a building, structure, or real property that is not legally occupied.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.030 Maintenance of unimproved vacant lots.

Lots that are unimproved due to never having been developed or having become vacant subsequent to the removal of any pre-existing buildings, structures or impervious surfaces shall be subject to the approval of a landscape and irrigation plan by the planning division and shall be improved and maintained at all times in accordance with the following provisions:

A. Lots less than one acre. For unimproved vacant lots that are less than one acre in size, the entire lot shall be improved and maintained in the following manner:

1. For residentially zoned lots, the entire lot shall be maintained using sod, hydro-seed, drought tolerant ground cover or other acceptable ground cover approved by the planning division. The ground cover shall be maintained in good condition at all times.
2. For commercial or industrial zoned lots, a minimum ten-foot wide perimeter landscape planter along all street frontages shall be provided and regularly maintained. All other internal areas may be landscaped or include a decorative hardscape subject to the approval of the planning division.
3. The lot shall be improved with an irrigation system and maintained in good condition at all times.
4. The lot shall be maintained free of litter and debris, including the stockpiling of any material at all times. Any on-site litter, debris or stockpiling of material shall be immediately removed. The property owner shall be responsible for inspecting the property weekly, or taking all necessary steps to reasonably ensure that no litter, debris or material stockpiling collects or is maintained on the lot.
5. Any dead or dying vegetation as well as any broken, malfunctioning or non-functioning irrigation components on the lot shall be replaced within seventy-two hours of their discovery. The property owner shall be responsible for inspecting the property weekly, or taking all necessary steps to reasonably ensure that there is no dead or dying vegetation or any broken, malfunctioning or non-functioning irrigation components on the lot.
6. Signage with contact information for the property owner and/or property management company shall be posted at the subject site pursuant to review and approval of the planning division.

B. Lots one acre or greater. For unimproved vacant lots that are one acre or greater in size, the entire lot shall be improved and maintained in the following manner:

1. A minimum ten-foot wide perimeter landscape planter along all street frontages shall be provided.
2. All landscape planters shall be improved with an irrigation system and consist of decorative landscaping containing a combination of trees, shrubs, and groundcover, or other acceptable landscaping approved by the planning division. A landscape and irrigation plan shall be submitted to and approved by the planning division prior to implementation.
3. All on-site landscaping and irrigation shall be maintained in good condition at all times. Any dead or dying landscaping shall be replaced within seventy-two hours of their discovery, including any broken, malfunctioning or non-functioning irrigation components. The property owner shall be responsible for inspecting the property weekly, or taking all necessary steps to reasonably ensure that all of the landscaping and irrigation on the lot is maintained in good condition and there are no broken, malfunctioning or non-functioning irrigation components on the lot.

4. A six-foot high decorative, view-obscuring fence shall be installed behind all required perimeter landscaping to secure the lot. If the property owner decides not to install the six-foot high view-obscuring fence, the entire lot shall be landscaped. In circumstances where the ~~director~~Director of ~~planning~~ Planning and ~~community~~Community ~~development~~Development finds that a higher fence is warranted for adequate security of the site and/or because of usual topographical circumstances associated with the vacant lot, a fence may be constructed up to a maximum of eight feet high. All fences shall include a security gate to provide accessibility to the lot for the police department or other emergency personnel. A security code for the gate shall be provided to the police department upon installation and shall be kept up-to-date at all times.

5. Decorative view obscuring fencing may include redwood or cedar fencing, woodcrete, green vinyl chain-link fencing with a green windscreen securely attached, or any other durable, aesthetically attractive, material deemed acceptable by the planning division. Green vinyl chain-link fencing with a green windscreen will not be permitted in residential or commercial zones or zones which abut residential or commercial zones, except as a temporary construction fence with the approval of planning division.

6. All fencing shall be maintained in good condition at all times. Any on-site graffiti shall be removed within twenty-four hours of its appearance. The property owner shall be responsible for inspecting the property weekly, or taking all necessary steps to reasonably ensure that the entire lot is free from graffiti.

7. Signage with contact information for the property owner and/or property management company shall be posted at the subject site pursuant to review and approval of the planning division.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.040 Maintenance of vacant property acquired by foreclosure.

Subject to certain amendments and additions as hereinafter set forth in this chapter, the ~~city~~City ~~council~~ Council references California Civil Code Section 2929.3 which requires a legal owner to maintain vacant residential property purchased by that owner at a foreclosure sale or acquired by that owner through foreclosure under a mortgage or deed of trust.

The definition of "failure to maintain" as found in Civil Code Section 2929.3(a)(3)(b) is supplemented and clarified by referencing the conditions designated as public nuisances in Chapter [Section] 8.16.010 and the maintenance and security requirements of [Sections] 8.40.070 and 8.40.080 of the Montebello Municipal Code (Civil Code Section 2929.3(a)(3)(f)).

(Ord. No. 2329, § 1, 4-8-2009)

8.40.050 Recordation of transfer of loan/deed of trust/assignment of rents.

Within ten days of the purchase and/or transfer of a loan/deed of trust secured by property, the new beneficiary/trustee shall record with the Los Angeles County Recorders Office, an assignment of beneficial interest, or similar document, that lists the name of the corporation, and/or individual, the mailing address and contact phone number of the new beneficiary/trustee responsible for receiving payments associated with the loan/deed of trust.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.060 Registration of vacant properties~~under notice of default~~.

A. Property owner's obligation to register vacant or abandoned commercial properties or storefronts. The owner of a vacant or abandoned commercial storefront shall, within ninety (90) days after it has become vacant or abandoned, register the property with the City on a prescribed form maintained by the Department. The completed form shall be filed with the Department's Code Enforcement Division with the following information:

1. Describe the methods by which the owner has secured the vacant commercial property or storefront against unauthorized entry;
2. Provide contact information for the subject commercial property including, but not limited to, telephone number for the property owner and those responsible for maintaining the commercial property and/or storefront;
3. A description of the most recent authorized use of the commercial property and/or storefront;
4. Declare any future plans for the subject property, commercial use, or storefront; and
5. Provide such other information as the city may require.

B. Properties under notice of default.

Any beneficiary/trustee, who holds a deed of trust on a property located within the City of Montebello, shall perform an inspection of the property that is the security for the deed of trust, upon default by the trustor, prior to recording a notice of default with the Los Angeles County Recorders Office. If the property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed abandoned and the beneficiary/trustee shall, within ten days of the inspection, register the property with the code enforcement division or his or her designee on forms provided by the ~~city~~City.

If the property is occupied but remains in default it shall be inspected by the beneficiary/trustee, or his designee, monthly until (1) the trustee or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the trustee shall, within ten days of that inspection, register the property with the code enforcement division on forms provided by the ~~city~~City.

The registration shall contain the name of the beneficiary/trustee (corporation or individual), the direct street/office mailing address of the beneficiary/trustee (no P.O. boxes), a direct contact name and phone number for the beneficiary/trustee and, in the case of a corporation or out of area beneficiary/trustee, the local property management

company responsible for the security, maintenance and marketing of the property. Registration fees will not be prorated.

An annual registration fee shall accompany the registration form. The fee and registration shall be valid for the calendar year, or remaining portion of the calendar year, in which the registration was initially required. Subsequent registrations and fees are due January 1st of each year and must be received no later than January 31st of the year due.

This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

Properties subject to this chapter shall remain under the annual registration requirement, security and maintenance standards of this section as long as they remain vacant.

Any person, firm, corporation or any other legal entity that has registered a property under this chapter must report any change of information contained in the registration within ten days of the change.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.070 Maintenance requirements.

Properties subject to this section shall be:

A. Free from all conditions expressly designated as public nuisances in Chapter [Section] 8.16.010.

B. In a condition comparable to the neighborhood standards.

C. Shall comply with all of the landscape and irrigation requirements in Title 17 (Zoning Code) of the Montebello Municipal Code.

D. Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry. Properties with pools and/or spas must comply with the minimum security fencing requirements of the State of California.

Adherence to this section does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants conditions and restrictions and/or home owners association rules and regulations which may apply to the property.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.080 Security requirements.

Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage) gates and any other opening of such size that it may allow any person including but not limited to a child to access the interior of the property and or structure(s). In the case of broken windows, securing means the re-glazing or boarding of the window immediately and within ten days the window shall be replaced.

If the property is owned by a corporation and/or out of area beneficiary/trustee/owner, a local property management company shall be contracted to perform weekly inspections to verify that the requirements of this section, and any other applicable laws, are being met.

The property shall be posted with the name and twenty-four-hour contact phone number of the local property management company. The posting shall be no less than eighteen inches × twenty-four inches and shall be of a font that is legible from a distance of forty-five feet and shall contain along with the name and twenty-four-hour contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street or if no such area exists, or on a stake of sufficient size to support the posting in a location that is visual from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials.

Security Patrol Services Required. In addition to all other requirements of this chapter, responsible parties of any real property, building, or structure (or portion thereof), that has been vacant for at least 180 consecutive calendar days shall provide security personnel (fully licensed, registered, and bonded as required by State and local law) as follows:

1. Security patrol services that drive by and inspect the real property for unlawful activity (including unauthorized entry) at least once every 12 hours if there have been less than three instances of graffiti, unauthorized entry, or other violations of this chapter in the preceding 90-day period;
2. On-site security services during the hours of 7:00 p.m. and 7:00 a.m. if there have been more than four instances of graffiti, unauthorized entry, or other violations of this chapter in the preceding 90-day period; or
3. On-site security services 24 hours per day, seven days per week if there have been more than five instances of graffiti, unauthorized entry, or other violations of this chapter in the preceding 90-day period.

The local property management company shall inspect the property on a weekly basis to determine if the property is in compliance with the requirements of this chapter.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.090 Additional authority.

In addition to the enforcement remedies established in Chapters 1.12 and 1.14, the ~~city~~ City ~~manager~~Manager or his or her designee shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to arrest the decline of the property.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.100 Fees and Registration.

The fee for registering vacant and/or~~an~~ abandoned property shall be set by resolution of the City of Montebello City Council.

A. Registration

1. The registration and related fee shall be valid for the calendar year, or the remaining portion of the calendar year, in which registration was required. The registration fee shall not be prorated. Any subsequent registration fees shall be due on or before January 1 of each year and must be received by the City no later than January 31 of the year it is due.
2. The registration form shall be prepared and updated as needed by the Department and shall include:
    a. The name, street address (P.O. Box is unacceptable), and mailing address for all beneficiaries and/or trustees.
    b. Direct contact name, telephone number, and email address for the owner and responsible party managing the property or handling any legal proceedings.
    c. The name, street address, telephone number and email address of the property management service responsible for security and maintenance of the real property including contact information for agents or representatives responsible for marketing the property.
    d. A statement of intent to address the following requests:
        i. The expected period of vacancy;
        ii. A detailed plan for the regular maintenance of the real property during the period of vacancy;
        iii. A timetable for the lawful re-occupancy of the real property during the period of vacancy;

B. Monitoring Fees

1. The fees established for the monitoring program pursuant to the provisions of this chapter shall be separate and apart from, and in addition to, any registration fees or administrative penalties required or otherwise assessed pursuant to the provisions of this chapter.

2. Because of the potential economic and public health, welfare, and safety problems caused by vacant buildings/property, the City needs to monitor vacant buildings/properties, so that they do not become attractive nuisances, are not used by trespassers, are properly maintained both inside and outside, and do not become a blighting influence in the neighborhood or surrounding area. The primary responsibility for monitoring will be delegated to the Planning and Community Development Department, and will include participation from the fire department, police department, and public works department. There is a substantial cost to the City for monitoring vacant buildings/properties (whether or not those buildings are boarded up), which should be borne by the owners of said property. The fees for a monitoring program pursuant to the provisions of this chapter shall be separate from and in addition to any registration fees or administrative penalties required or otherwise assessed pursuant to this chapter.

3. Monitoring program fees established. The following fee schedule has been established to effectively manage and maintain an adequate and efficient monitoring program and task force to preserve public health and the economic vitality of the City:

Description	Amount
Commercial Vacant Property Monitoring Fee	$500 per month for the first six months with the addition of $20.00 per month for each additional month capping out at $1,000.00 per month.
Residential Vacant Property Monitoring Fee	$100.00 per month

4. Fee waiver. The Department may issue a fee waiver for any fees associated with the monitoring program, if any of the following activities are being conducted by existing ownership:

    a. The vacant commercial space is activated with pop-up events, or qualified temporary tenants, subject to review and approval of the Planning Division, who operate from the vacant space for more than 25 percent of any calendar month.

b. There are permitted on-going construction activities or improvements to the vacant property.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.110 Monitoring program and purpose.

A. Vacant buildings and/or properties are a major cause and source of blight, especially when the owner of the subject property fails to maintain and manage existing structures and the property as a whole to ensure that it does not become a liability to the surrounding area. Vacant buildings/properties often attract undesirable activity including unlawful activity which creates unsafe conditions and hazards for the surrounding properties. Vacant properties are often used as dumping grounds for junk and debris and are often overgrown with weeds and grass. Vacant buildings which are boarded up to prevent entry and other long-term vacancies discourage economic development and create challenges for appreciation of property values.

B. Monitoring program established. A program to monitor commercial properties is hereby established. The Director, or his or her designee, shall be responsible for establishing and implementing a coordinated monitoring program to ensure the provisions of the Montebello Municipal Code are enforced.

C. The monitoring program shall include a task force intended to establish an open line of communication between City departments and ownership to address all vacant building/commercial properties and/or storefronts that are in violation of this chapter, or which are deemed to be a blight to the community.

D. Monitoring program and task force duties. The Director, or his or her designee, has the duty and responsibility to do the following:

1. Inspect properties in the City to identify vacant commercial properties and/or storefronts.
2. Order vacant commercial buildings/properties to comply with this chapter and any other applicable code provisions.
3. Oversee the task force to ensure all respective City departments are engaged in efforts associated with the monitoring program and provide updates to the City Manager as needed.
4. Order vacant commercial properties and/or storefronts that are open and accessible to be secured against unlawful entry in accordance with this chapter.
5. Order the property on which the vacant commercial property and/or storefront is located to be properly maintained or clear of trash and debris.
6. Initiate enforcement proceedings against the owner of any vacant commercial building/property found to be in violation of this chapter or any other applicable code.

7. Maintain surveillance over vacant commercial buildings/properties and/or storefronts so that timely code enforcement proceedings are commenced in the event the property becomes substandard or a nuisance.
8. Establish and enforce rules and regulations for the implementation and compliance with this chapter.
9. Identify blighted properties and initiate proceedings in coordination with the City Attorney's office against the property owner.

8.40.120 Exemptions

A. The Director of Planning and Community Development or his or her designee, at his or her discretion may grant an exemption of the requirements of the Monitoring Program to multi-tenant commercial and industrial properties with four (4) or more licensed units.

B. The requirements of this chapter shall not apply to multi-family residential dwellings and accessory dwelling units (ADU).

C. Notwithstanding the foregoing, a commercial property/building and/or storefront shall not be considered vacant or abandoned if:

1. There is a valid building permit for improvements, including but not limited to, repair, rehabilitation, or construction of the commercial building/property and/or storefront and the owner of the subject property completes the work associated with said building permit within one year from the date the permit was issued, unless the Director, determines that the owner requires additional time to complete the work authorized pursuant to the building permit; or
2. The owner or leaseholder has filed an application for, and is actively seeking to obtain authorization, permits, or licenses required by State, County, or local law permitting the lawful use and occupancy of the commercial building and/or storefront; or
3. The commercial building/property and/or storefront complies with all provisions of this chapter as well as State, County, and local laws, and does not contribute to blight as defined in Section 8.40.020 of this chapter, and is ready for immediate occupancy, and the owner provides satisfactory evidence to the Department that the commercial building/property and/or storefront is actively being offered for sale, lease, or rent, and it has not been vacant and/or abandoned for more than six months. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises the commercial property and/or storefront for sale, lease, or rent to achieve occupancy.

8.40.13~~1~~0 Enforcement.

Violations of this chapter may be enforced in any combination as allowed in Chapters 1.12 and 1.14. The rights and remedies provided in this section are cumulative and in addition to any other rights and remedies provided by law.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.14~~2~~0 Appeals.

Any person aggrieved by any of the requirements of this section ~~my~~may appeal insofar as such appeal is allowed under Chapter 1.14.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.15~~3~~0 Violation/penalty.

Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this section shall be subject to prosecution and/or administrative enforcement under Chapters 1.12 and 1.14. Fines and penalties collected pursuant to this section shall be directed to City nuisance abatement programs.

(Ord. No. 2329, § 1, 4-8-2009)

8.40.16~~4~~0 Severability.

Should any provision, section, paragraph, sentence or word of this chapter be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this chapter shall remain in full force and effect.

(Ord. No. 2329, § 1, 4-8-2009)

SECTION 3. **CEQA.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending MMC Chapter 8.40 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Text Amendment are not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The Text Amendment would also be exempt under the commonsense exemption pursuant to CEQA Guidelines Section 15061(b)(3). The CEQA commonsense exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

SECTION 4. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional,

either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 9TH DAY OF OCTOBER 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 25th day of September, 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the 9th day of October, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 11-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING A ZONING CODE TEXT AMENDMENT AMENDING CHAPTER 8.40 OF THE MONTEBELLO MUNICIPAL CODE TO INCLUDE ADDITIONAL REGULATIONS RELATED TO REGISTRATION AND MAINTENANCE OF VACANT AND ABANDONED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL PROPERTIES

WHEREAS, on March 25, 2009, the City Council approved Ordinance No. 2329 to address the maintenance and security concerns associated with abandoned and vacant properties and preserve the aesthetic appearance of Montebello; and

WHEREAS, per direction from the City Council, staff conducted a review of the current ordinance and identified areas where the existing regulations could be enhanced. Key issues include inadequate property security, frequent unauthorized access, accumulation of debris, and overgrown vegetation, all of which have been recurring problems; and

WHEREAS, the proposed amendment ("Text Code Amendment") seeks to, among other things, build upon the 2009 ordinance by further strengthening maintenance, security, and enforcement requirements for vacant properties. The Text Code Amendment will provide Code Enforcement and other departments with more effective tools to monitor, manage, and enforce the proper upkeep of vacant/abandoned properties; and

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

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

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

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

Section 2. The proposed Text Code Amendment has been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The actions proposed in the Text Code Amendment are also not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment

Section 3. The Planning Commission hereby finds that the proposed Text Code Amendment to Chapter 8.40 is required for public necessity, convenience and general welfare and are found to be consistent with the City's General Plan and Municipal Code. The proposed Text Code Amendment conforms with the Montebello General Plan as it will further address the maintenance of vacant and abandoned properties within the City. The proposed amendments are aimed to prevent properties from becoming sources of blight or safety hazards and to hold property owners accountable for the upkeep of vacant properties.

Section 4. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Text Code Amendment amending Chapter 8.40 of the Montebello Municipal Code regarding registration and maintenance of vacant and abandoned commercial, industrial, and residential properties as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

Section 5. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 17th day of September 2024.

ALICIA MORALES, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 11-24 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held September 17, 2024, and that same was approved and adopted by the following vote to wit:

AYES: Chair Morales, Commissioner Cuevas, Commissioner Lomeli & Commissioner Valdez
NOES:
ABSENT: Vice-Chair Medina

JOSEPH A. PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

ATTACHMENT C

CITY OF MONTEBELLO CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the "City Council") will hold a public hearing to consider the following item:

An ordinance to amend Chapter 8.40 of the Montebello Municipal Code ("MMC") to modify the regulations related to the registration and maintenance of vacant and abandoned commercial, industrial, and residential properties as well as establish a monitoring program to ensure compliance with established rules and regulations within the City.

PUBLIC HEARING INFORMATION

Date: Wednesday, September 25, 2024
Time: 6:00 p.m., or as soon as possible thereafter as the matter can be heard
Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640

Environmental: Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending MMC Chapter 8.40 does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the Text Amendment are not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The Text Amendment would also be exempt under the commonsense exemption pursuant to CEQA Guidelines Section 15061(b)(3). The CEQA commonsense exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

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

The public may also submit emailed comments via the City's email address: ccpubliccomment@montebelloca.gov where the public can submit public comments up until the day of the meeting, Wednesday, September 25, 2024 between 7:30 a.m. – 6:00 p.m.. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

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

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

Kimberly Guillen, Sr. Deputy City Clerk

Dated: September 3, 2024
Date published: September 13, 2024

ITEM # 5

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **CONSIDER APPEAL OF DECISION TO REVOKE BUSINESS LICENSE NO. 10707651 ISSUED TO A & T PALLETS, INC.**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Consider the Appeal by A & T Pallets regarding the revocation of their business license based on the facts and evidence presented by both City staff and the appellant; and
2. Review the history of complaints and compliance efforts related to A & T Pallets' operations; and
3. Determine whether to uphold, modify, or overturn the decision to revoke the business license; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

A & T Pallets, located at 1505 Date Street, Montebello, California 90640 (the "Subject Site"), has been the subject of multiple complaints and enforcement actions over an extended period. These complaints have primarily focused on issues such as improper pallet storage, blocking public thoroughfares, traffic obstructions, illegal parking and general non-compliance with City regulations. The Code Enforcement Division has conducted numerous inspections and follow-ups, resulting in citation being issued. The Code Enforcement Division has made several attempts to work with the business owners

to achieve compliance.

Despite repeated warnings and opportunities to correct the violations, the business has consistently failed to meet the necessary standards required by the Montebello Municipal Code ("MMC"), as well as the Montebello Fire Department's safety regulations. The following is intended to provide a chronological summary of key events and actions initiated by the Code Enforcement Division and the Montebello Fire Department to address ongoing violations at the Subject Site:

Timeline of Events and Complaints:

- **June 1, 2020:** Violations for outdoor storage and pallet height received.
- **April 8, 2021:** Complaint received regarding pallet height, inoperable vehicles, and maintenance issues. Inspection confirmed violations. Notice of Violation was issued.
- **April 15, 2021:** Code Enforcement conducted a follow-up inspection and instructed site supervisor Juan Torres to reduce pallet height, fix the exterior structure, and remove inoperative vehicles. Notice of Violation was issued.
- **May 3, 2021:** Code Enforcement conducted a follow-up inspection and observed ongoing violations, including pallets over 15 feet, inoperable vehicles, and no permits pulled to fix the exterior structure. Administrative Citation issued.
- **May 19, 2021:** Code Enforcement conducted another follow-up inspection. No corrections were observed, and a second citation was issued.
- **June 7, 2021:** Code Enforcement conducted another follow-up inspection with no corrections observed, and a third citation was issued.
- **June 23, 2021:** Code Enforcement conducted a follow up inspection, with no corrections observed.
- **July 1, 2021:** Code Enforcement conducted a follow-up inspection and met with property owners Roger and Juan Torres. They were instructed to make corrections, and an updated citation was issued.
- **April 25, 2022**: Initial complaint received regarding improper pallet storage and possible fire hazard at 1505 Date Street, Montebello CA 90640.
- **April 25, 2022**: Code Enforcement conducted an inspection on the premises and observed pallets obstructing both the sidewalk and street, along with a truck improperly parked on the street. As a result, an administrative citation was issued for violating MMC 12.04.470 (Obstruction of Thoroughfares), and a parking citation was issued to the subject vehicle.
- **May 3, 2022**: During a follow-up inspection at the Subject Site, Code Enforcement observed only a vehicle parked on the sidewalk and issued a parking citation. No other violations were detected at the time.
- **May 11, 2022:** The following week, Code Enforcement follow-up inspection from the parkway observed pallets placed on sidewalk and street. A & T Pallets received a second citation revealing that the issues had not been addressed.
- **May 25, 2022**: Code Enforcement responded to the property and observed pallets stored on the sidewalk. The code enforcement officer contacted the manager, Rogelio Torres, and instructed him to remove the pallets immediately. Mr. Torres cooperated fully and promptly moved the pallets.

- **June 1, 2022:** Payment for the citations was received, and the officer forwarded the case notes to the Code Enforcement Manager, awaiting further direction from the City Attorney.
- **June 28, 2022:** This matter was transferred to the City Attorney's office for review and next steps.
- **July 19, 2022:** The Code Enforcement Manager met with the property owner Rogelio Torres at the Planning and Community Development public front counter to discuss the upcoming office conference with the City Attorney on August 3, 2022. Mr. Torres was informed of the violations and the required corrections. He explained that although he was trying to keep the pallets off the street, it had been difficult to manage.
- **August 3, 2022:** A conference meeting was held with the business owner, City Attorney, and department manager. The City Attorney granted the owner 30 days to correct the violations, following the owner's complaint.
- **September 8, 2022:** A Code Enforcement officer conducted a follow-up inspection and found that the property owner remained non-compliant.
- **September 22, 2022:** Code Enforcement officer contacted property owner Roger to schedule an on-site inspection. Roger stated he would call back on September 26, 2022, after coordinating with his brother, Juan, so they could both be present for the inspection.
- **October 5, 2022:** Code Enforcement conducted a joint inspection with the City Attorney, Fire Marshall, Fire Captain, and Fire Inspector. Fire issued an "order to comply notice" with a 30 day deadline for the following violations of the California Fire Code:

    - 505.1: Display the address on the front side of the building.
    - 506.1: Provide a Knox box with updated keys at the front entrance of the building.
    - 906.3: Equipment on the premises with fire extinguishers rated 2A-10BC or 40BC unless otherwise specified.
    - 906.2: Ensure each fire extinguisher is serviced and tagged annually by a state-licensed professional or after use.
    - 906.6: Fire extinguishers must not be obstructed.
    - 2810.6: Maintain clearance to the property line.
    - 2810.7: Maintain clearance to important buildings.

- **December 5, 2022:** Code Enforcement conducted a follow-up inspection of the property and observed no traffic on Date Street; however, pallets were still stacked near the property line.
- **December 27, 2022:** Code Enforcement conducted a follow-up inspection from the parkway and was contacted by one of the business owners, Roger. During the inspection, some corrections were observed, including the removal of pallets from the sidewalk and no trucks blocking traffic. Additionally, some pallets had been removed from the property. The Fire Department is scheduled to conduct a follow-up inspection on January 9th, and Code Enforcement will coordinate a joint inspection with the Fire Department.
- **February 6, 2023:** Code Enforcement and the Assistant Director of Planning and Community Development observed delivery trucks parked in the red zone

unloading pallets. Parking enforcement responded, but no citations were issued because the vehicles moved.

- **June 26, 2023:** Code Enforcement received a complaint regarding over-stacked pallets and street loading/unloading. A joint inspection with the Fire Captain revealed several violations, including pallets too close to property lines, dumpsters in public view, pallets near the building, and big rigs blocking traffic on Maple Street. The owners were unavailable, but an employee contacted the owner, Juan, and the violations were explained to him.
- **January 30, 2024:** Code Enforcement did a follow-up inspection conducted from the public right-of-way and observed pallets stacked too close to property lines and the exterior building. Loading/unloading still taking place on the roadway.
- **February 13, 2024:** Code Enforcement observed work trucks double parked in the red zone while workers unloaded pallets in the street. Several pallets were stacked on-site.
- **February 20, 2024:** Code Enforcement received a report regarding pallets stacked above the allowable height. An inspection was conducted, and the worker on-site was instructed to move the pallets away from the house and reduce the stacking height.
- **February 26, 2024:** Code Enforcement contacted the business owner and was instructed to relocate the pallets from the front of the property. The owner agreed and began moving them to the back.
- **March 20, 2024:** Pallets continued to be stored in front of the business, along with trash, debris, and an excess of pallets on the property.
- **May 6, 2024:** Code Enforcement conducted a follow-up inspection and continued to observe trailers/trucks parked in the red zone, pallets stored in front of the property, trash/debris, and an inoperable vehicle.
- **June 19, 2024:** Another follow-up inspection was conducted, and no compliance was observed. Pallets continued to be stored in front of the property along with trash/debris and an inoperable vehicle.
- **July 15, 2024:** A follow-up inspection was conducted, where an illegal vendor selling oranges was found on-site and was advised to leave. Pallets were still stored in front of the location, and trailer trucks were obstructing traffic.
- **August 22, 2024:** Code Enforcement conducted follow-up inspections and noted ongoing non-compliance, with pallets in front, trucks blocking the street, inoperable vehicles, and trash/debris.
- **August 26, 2024:** An administrative citation was issued, and a notice of "business license revoked" was hand-delivered to the property owner's brother, Rogelio Torres.

ENVIRONMENTAL:

N/A

ANALYSIS:

The ongoing issues at A & T Pallets, located at 1505 Date Street, have resulted in multiple complaints and violations over an extended period (more than four years). Despite numerous follow-up inspections and citations issued by Code Enforcement, the business has consistently failed to comply with local and State regulations. Key violations include the improper storage of pallets in public areas, obstructing the sidewalk and street, the presence of inoperable vehicles, illegal parking, and improper loading/unloading practices that have caused significant traffic disruptions.

In several instances, Code Enforcement observed pallets stacked too close to property lines, creating potential safety hazards, as well as trash and debris accumulating on-site. Additionally, the business has been non-compliant with regulations concerning vehicle parking, with trailers and trucks repeatedly blocking the street. These issues have persisted despite warnings and instructions provided by Code Enforcement officers, as well as direct communication with the business owner.

The Fire Department has also identified significant safety violations, including the need for proper fire extinguishers, maintaining clearance to the property line and nearby structures, and addressing issues related to fire safety equipment. An order to comply was issued, providing the business with 30 days to address these critical safety concerns.

Given the continuous non-compliance, despite repeated efforts by both the Code Enforcement Division and the Montebello Fire Department, the City issued a notice of revocation for A & T Pallets' business license. The failure of the business to address these violations, coupled with the ongoing reoccurrence of violations as well as the public safety risks, necessitates this action to ensure the property is brought into compliance and the public is protected from further disruptions.

The City has taken all appropriate steps to work with the business owner and provide ample opportunity to resolve these issues. However, the lack of corrective action by the business owner leaves no alternative but to move forward with the revocation of the business license. This action ensures that City regulations are upheld, and public safety is maintained.

SUMMARY:

It is recommended that the City Council uphold staff's determination to revoke Business License No. 10707651, issued to A & T Pallets, Inc., based on the entirety of the record.

ATTACHMENT(S)

1. Attachment A - Notice of “Order of Revocation of Business License No. 10707651”
2. Attachment B - Code Enforcement Notices
3. Attachment C - Code Enforcement Inspection Photographs

MONTEBELLO

August 26, 2024

VIA U.S. FIRST CLASS MAIL

Mr. Alfredo Torres
1512 Date St.,
Montebello, CA. 90640

Re: ORDER OF REVOCATION OF BUSINESS LICENSE NO. 10707651

Dear Mr. Torres,

The business license (No. 10707651) issued to you for the period beginning on July 8, 2024, has been summarily revoked. Pursuant to Section 5.04.310 (B) of the City of Montebello Municipal Code ("MMC"), the license collector is authorized to revoke a business license if there is a determination that any ground for revocation pursuant to that section exists. Indeed, the City of Montebello ("City") has determined that the business license issued to you, Alfredo Torres, is revoked, effective immediately, and based on the following grounds:

- MMC Section 5.04.310(B)(4) states," the licensee/permittee or any employee, agent, or manager of the licensee/permittee has violated or is violating any ordinance, law, or regulation of the City, County of Los Angeles, State of California, or the United States of America, in the course of exercising any rights under the business license/permit." The City has determined that the current operation of this business violates the following:

    - MMC Section 15.32.390 "pallet storage higher than fifteen feet"
    - MMC Section 8.16.010 (A)(3) "inoperable vehicle"
    - MMC Section 8.16.010 (A)(6) "trash and debris in public view"
    - California Fire Code 2022, 2810.7 "Clearance to important buildings"
    - California Vehicle Code, 22500(f) "Blocking sidewalk"

- MMC Section 5.04.310(B)(8) states, "the continued operations under the license and/or permit would endanger, disrupt or otherwise be detrimental to the public peace, health, safety, morals or general welfare of the city or its inhabitants, or constitute a public nuisance. The City has determined that the operation of this business causes a traffic and safety hazard by continuing to negatively impact movement along Date St and improper storage of pallets.

A&T Pallets, Inc.

RECEIVED

AUG 2 8 2024

CITY CLERK'S OFFICE

August 27, 2024

Alfredo Torres
Rogelio Torres
A&T Pallets, Inc.
1512 Date Street
Montebello, CA. 90640
atpallets@gmail.com
323 533 9465

Joseph Cota
Code Enforcer Manager
City of Montebello

Dear Mr. Cota

I hope this letter finds you well, I am writing to submit an appeal regarding the **ORDER OF REVOCATION OF BUSINESS LICENCE NO. 10707651.**

We have been doing business in the city of Montebello since 2009 and have been compliant with the city since, we have had numerous inspections with the City and Fire Dept and have address and corrected all relevant corrections requested by both in the fifteen years we have been in business. The line items determined as violations are being addressed and corrected as follows.

MMC Section 15.32.390 pallet storage higher than fifteen feet, will be completed by 8/30/24.

MMC Section 8.16.010 (A) (3) Inoperable vehicle, vehicle will by removed by end of day 8/29/24.

MMC Section 8.16.010 (A) (6) trash and debris in public view. Cleaned and removed by end of day 8/27/24.

California Fire Code 2022, 2810.7 Clearance to important buildings. Completed by end of day 8/27/24.

California Vehicle Code 22500 (f) Blocking Sidewalk. Not currently doing that and advising any visitors to avoid doing that.

We kindly request your reconsideration of the decision to revoke our business license and believe that we can do whatever it takes to continue to be compliance.

Thank you for your understanding, and look forward to the opportunity to keep doing business in the City of Montebello

Sincerely

Rogelio Torres
A&T Pallets, Inc.

CITY OF MONTEBELLO

1600 West Beverly Blvd • Montebello, CA 90640
(323) 887–1490 • gtorres@cityofmontebello.com

REQUEST FOR INSPECTION

ROGELIO TORRES 3981 E 6th ST LOS ANGELES, CA 90023	**Violation Address:**	1505 DATE ST MONTEBELLO, CA 90640
	APN:	6353016012
	Case No.:	CE19-794
	Officer:	George Torres
	Date:	02/06/2020

Dear Property Owner(s)/Tenant(s):

The City of Montebello has received information about:

1. M.M.C. 08.16.010.(A)(6)(b) - Outdoor Storage
2. M.M.C. 15.32.010 - California Fire Code - Adoption

Please ensure that any outdoor storage does not exceed 20 feet in height.

This information has not been confirmed. If these conditions exist or these activities are occurring on the property, please be advised they are code violations. Please make arrangements to abate the conditions or cease the activity identified above within 24 hours. Please contact me within 72 hours to make an appointment for a joint inspection of the property with you to confirm the matter has been resolved. Please contact me if you have any questions regarding this matter. Office hours are Monday-Thursday from 7:30 a.m. to 5:30 p.m.

George Torres

CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 05/04/2021

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

DATE OF ADMINISTRATIVE CITATION:
05/03/2021

CODE ENFORCEMENT CASE NO:
CE21-198

RESPONSIBLE PARTY:
GOMEZ, ERIBERTO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 05/03/2021
TIME OBSERVED: 10:00 AM

PROPERTY OWNER/TENANT:
GOMEZ, ERIBERTO

INSPECTION DATES: 04/08/2021, 04/15/2021, 05/3/2021

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 17.70	The requirement to obtain a conditional use permit shall include, but not be limited to, private concerns occupying or using city-owned property in any zone, when the occupancy or use would otherwise require a conditional use permit. See Appendix A, Index of Permitted Uses, for specific uses allowed with a conditional use permit.	Please contact the City's Planning Department for a Conditional Use Permit. If a Conditional Use Permit is not obtained the business may be subject to closure.
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1), (2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles.
M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction.

M.M.C. 15.32.390	Pallet Storage All *pallets must be stacked so that there is no visibility through the stacks to the adjacent aisles, or so organized to assure that no temporary organized living facilities or places of refuge are hidden from view. Pallets shall be stacked or piled with due regard to stability of piles, and in no case higher than fifteen feet. Where pallets are piled next to a property line, the distance from the pile or stack to the property line shall not be less than one-half the height of the stack, but in no case less than five feet.*	Please follow Municipal code and stack pallets accordingly.
M.M.C. 08.16.010. (A)(15)	Maintenance of premises in such manner as to constitute a danger to public health including property, landscaping, planting trees, bushes, fences, buildings structure improvements and outside storage of personal property.	Maintenance of premises is required in order to prevent dangerous conditions for the public.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
Total Due: $200.00					

NAME OF ISSUING OFFICER:

Joseph Cota

PLEASE CORRECT VIOLATION(S) BY:

All corrections must be corrected immediately.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THE DATE SHOWN ABOVE:

NOTICE: Each violation of the code constitutes a nuisance and the collection of any unpaid fines or nuisance abatement costs may be enforced as an assessment or lien against the real property where the code violation occurred. Unpaid assessments can result in the property being sold after three years by the County Assessor.

The City of Montebello may also submit the account to the Franchise Tax Board ("FTB") for interagency intercept collection. FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state, local agencies and colleges. FTB intercepts tax refunds, unclaimed property claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the agencies/colleges (California Government Code §§ 12419.2, 12419.7, 12419.9, 12419.10, 12419.11 and 12419.12.)

THE LAW REQUIRES THAT YOU TAKE STEPS TO EITHER:

(I) COMPLY with this citation, or (2) CONTEST the violation. To COMPLY with this citation, correct the violation and pay any required fine. To CONTEST this citation and request a hearing, follow the procedures listed below,

TO PAY THE FINE:

Pay within 72 hours from the date of the citation or be subject to late penalty.

The fine shall be mailed or delivered to: City of Montebello, Finance Department, 1600 West Beverly Blvd., Montebello, California 90640. The citation number must be written on the face of the check or money order. (Do not mail cash!)

TO REQUEST AN EXTENSION:

If this citation was issued for a non-emergency, non-transient violation(s) the responsible person may request an extension of time to complete the correction. To request an extension you must submit a written request to the director of the department that issued the citation within five (5) business days of the issuance of the citation. The request must contain the following information: a description of the corrections already made, the corrections remaining to be made, the date when the all the corrections shall be completed. Notice: the maximum extension time is thirty (30) calendar days. The Director, at his or her discretion, may grant less than 30 days or deny an extension.

TO CONTEST:

Any recipient of an. Administrative Citation may contest that there was no violation of the code or that he/she is the responsible person. To request an Administrative Hearing you must file a request form with the City Clerk and deposit the amount of the fine 'within five (5) business days of the date the citation was issued. Administrative hearing request forms are available in the City Clerk's office. The decision of the Hearing Officer shall be the City's final administrative decision.

IMPORTANT NOTICE:

The Administrative Citation process described herein does not preclude the City from recovering any Code violation abatement costs incurred by the City in performing its code enforcement efforts pursuant to the Montebello Municipal Code.

For further information about this Administrative Citation you may call the City's Code Enforcement Division at (323) 887-1490.

CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
jcota@cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 05/19/2021

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

DATE OF ADMINISTRATIVE CITATION: 5/19/2021

CODE ENFORCEMENT CASE NO:
CE21-198

RESPONSIBLE PARTY:
GOMEZ, ERIBERTO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 05/19/2021
TIME OBSERVED: 4:00 PM

PROPERTY OWNER/TENANT:
GOMEZ, ERIBERTO

INSPECTION DATES: 04/08/2021, 04/15/2021, 05/13/2021, 05/19/2021

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 15.32.390	-Pallet Storage All *pallets must be stacked so that there is no visibility through the stacks to the adjacent aisles, or so organized to assure that no temporary organized living facilities or places of refuge are hidden from view. Pallets shall be stacked or piled with due regard to stability of piles, and in no case higher than fifteen feet. Where pallets are piled next to a property line, the distance from the pile or stack to the property line shall not be less than one-half the height of the stack, but in no case less than five feet.*	Please follow Municipal code and stack pallets accordingly. No pallets can be stacked higher than 15'.
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1), (2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles.

M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction.
M.M.C. 08.16.010. (A)(15)	Maintenance of premises in such manner as to constitute a danger to public health including property, landscaping, planting trees, bushes, fences, buildings structure improvements and outside storage of personal property.	Maintenance of premises is required in order to prevent dangerous conditions for the public.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/19/2021	First Citation		$100.00	$0.00	06/03/2021
05/19/2021	Second Citation		$200.00	$0.00	06/03/2021
05/19/2021	Second Citation		$200.00	$0.00	06/03/2021
Total Due: $700.00					

NAME OF ISSUING OFFICER:

Joseph Cota

PLEASE CORRECT VIOLATION(S) BY:

All corrections must be corrected immediately.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THE DATE SHOWN ABOVE:

NOTICE: Each violation of the code constitutes a nuisance and the collection of any unpaid fines or nuisance abatement costs may be enforced as an assessment or lien against the real property where the code violation occurred. Unpaid assessments can result in the property being sold after three years by the County Assessor.

The City of Montebello may also submit the account to the Franchise Tax Board ("FTB") for interagency intercept collection. FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state, local agencies and colleges. FTB intercepts tax refunds, unclaimed property claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the agencies/colleges (California Government Code §§ 12419.2, 12419.7, 12419.9, 12419.10, 12419.11 and 12419.12.)

THE LAW REQUIRES THAT YOU TAKE STEPS TO EITHER:

(I) COMPLY with this citation, or (2) CONTEST the violation. To COMPLY with this citation, correct the violation and pay any required fine. To CONTEST this citation and request a hearing, follow the procedures listed below,

TO PAY THE FINE:

Pay within 72 hours from the date of the citation or be subject to late penalty.

The fine shall be mailed or delivered to: City of Montebello, Finance Department, 1600 West Beverly Blvd., Montebello, California 90640. The citation number must be written on the face of the check or money order. (Do not mail cash!)

TO REQUEST AN EXTENSION:

If this citation was issued for a non-emergency, non-transient violation(s) the responsible person may request an extension of time to complete the correction. To request an extension you must submit a written request to the director of the department that issued the citation within five (5) business days of the issuance of the citation. The request must contain the following information: a description of the corrections already made, the corrections remaining to be made, the date when the all the corrections shall be completed. Notice: the maximum extension time is thirty (30) calendar days. The Director, at his or her discretion, may grant less than 30 days or deny an extension.

TO CONTEST:

Any recipient of an. Administrative Citation may contest that there was no violation of the code or that he/she is the responsible person. To request an Administrative Hearing you must file a request form with the City Clerk and deposit the amount of the fine 'within five (5) business days of the date the citation was issued. Administrative hearing request forms are available in the City Clerk's office. The decision of the Hearing Officer shall be the City's final administrative decision.

IMPORTANT NOTICE:

The Administrative Citation process described herein does not preclude the City from recovering any Code violation abatement costs incurred by the City in performing its code enforcement efforts pursuant to the Montebello Municipal Code.

For further information about this Administrative Citation you may call the City's Code Enforcement Division at (323) 887-1490.

CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
jcota@cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 06/07/2021

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

DATE OF ADMINISTRATIVE CITATION: 06/07/2021

CODE ENFORCEMENT CASE NO:
CE21-198

RESPONSIBLE PARTY:
GOMEZ, ERIBERTO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 06/07/2021
TIME OBSERVED: 2:00 PM

PROPERTY OWNER/TENANT:
GOMEZ, ERIBERTO

INSPECTION DATES: 4/18/21, 4/15/21, 5/13/21, 5/19/21, 6/7/21

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1),(2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles.
M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction.
M.M.C. 08.16.010.(A)(15)	Maintenance of premises in such manner as to constitute a danger to public health including property, landscaping, planting trees, bushes, fences, buildings structure improvements and outside storage of personal property.	Maintenance of premises is required in order to prevent dangerous conditions for the public. All Pallets must not be stacked higher than 15ft.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/19/2021	First Citation		$100.00	$0.00	06/03/2021
05/19/2021	Second Citation		$200.00	$0.00	06/03/2021
05/19/2021	Second Citation		$200.00	$0.00	06/03/2021
06/07/2021	Second Citation		$200.00	$0.00	06/22/2021
06/07/2021	Third Citation		$500.00	$0.00	06/22/2021
06/07/2021	Third Citation		$500.00	$0.00	06/22/2021
06/07/2021	Re-Inspection Fee		$92.00	$0.00	06/22/2021
Total Due: $1,992.00					

NAME OF ISSUING OFFICER:

Joseph Cota

PLEASE CORRECT VIOLATION(S) BY:

All corrections must be corrected immediately.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THE DATE SHOWN ABOVE:

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The City of Montebello may also submit the account to the Franchise Tax Board ("FTB") for interagency intercept collection. FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state, local agencies and colleges. FTB intercepts tax refunds, unclaimed property claims, and lottery winnings owed to individuals. FTB redirects these funds to pay the individual's debts to the agencies/colleges (California Government Code §§ 12419.2, 12419.7, 12419.9, 12419.10, 12419.11 and 12419.12.)

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IMPORTANT NOTICE:

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CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
jcota@cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 06/24/2021

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

DATE OF ADMINISTRATIVE CITATION: 06/24/2021

CODE ENFORCEMENT CASE NO:
CE21-198

RESPONSIBLE PARTY:
GOMEZ, ERIBERTO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 06/23/2021
TIME OBSERVED: 2:00 PM

PROPERTY OWNER/TENANT:
GOMEZ, ERIBERTO

INSPECTION DATES: 4/18/2021, 4/15/2021, 5/13/2021, 5/19/2021, 6/7/2021, 6/23/2021

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1),(2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles.
M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction.
M.M.C. 08.16.010.(A)(15)	Maintenance of premises in such manner as to constitute a danger to public health including property, landscaping, planting trees, bushes, fences, buildings structure improvements and outside storage of personal property.	Maintenance of premises is required in order to prevent dangerous conditions for the public.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
05/04/2021	First Citation		$100.00	$0.00	05/19/2021
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06/07/2021	Second Citation		$200.00	$0.00	06/22/2021
06/07/2021	Third Citation		$500.00	$0.00	06/22/2021
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06/07/2021	Re-Inspection Fee		$92.00	$0.00	06/22/2021
06/24/2021	Third Citation		$500.00	$0.00	07/14/2021
06/24/2021	Third Citation		$500.00	$0.00	07/14/2021
06/24/2021	Third Citation		$500.00	$0.00	07/14/2021
06/24/2021	Re-Inspection Fee		$92.00	$0.00	07/14/2021
Total Due: $3,584.00					

NAME OF ISSUING OFFICER:

Joseph Cota

PLEASE CORRECT VIOLATION(S) BY:

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CITY OF MONTEBELLO

Code Enforcement Division
1600 West Beverly Blvd
Montebello, CA 90640
(323) 887-1490
jcota@cityofmontebello.com

NOTICE OF VIOLATION

04/08/2021

Case #: CE21-198

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

Location of Request: **1505 DATE ST, MONTEBELLO, CA 90640**
Property ID: 6353016012

Dear GOMEZ, ERIBERTO,

The City of Montebello is dedicated to protect the health, safety, and welfare of our community members by encouraging compliance with the Montebello Municipal Code; to enhance the appearance of neighborhoods and business districts to prevent blight, protect property values, and enhance economic conditions. This notice is to advise you that the property referenced above location was inspected on and was found to be in violation of the Montebello Municipal Code (M.M.C.).

Violation(s) of the Montebello Municipal Code include:

Codes	Description	Corrective Action
M.M.C. 17.70	The requirement to obtain a conditional use permit shall include, but not be limited to, private concerns occupying or using city-owned property in any zone, when the occupancy or use would otherwise require a conditional use permit. See Appendix A, Index of Permitted Uses, for specific uses allowed with a conditional use permit.	Please contact the City's Planning Department for a Conditional Use Permit. Please update information of occupancy permit if needed.
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1),(2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles. (Blue truck LIC# 7F05274)
M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction. (please submit application to obtain permit for hole on exterior wall, of residence located on property).
M.M.C. 15.32.390	Pallet Storage All *pallets must be stacked so that there is no visibility through the stacks to the adjacent aisles, or so organized to assure that no temporary organized living facilities or places of refuge are hidden from view. Pallets shall be stacked or piled with due regard to stability of piles, and in no case higher than fifteen feet.* *Where pallets are piled next to a property line, the distance from the pile or stack to the property line shall not be less than one-half the height of the stack, but in no case less than five feet.*	Please follow Municipal code and stack pallets accordingly.

It is the goal to obtain voluntary compliance and to work with you to accomplish this goal. Cooperation in resolving this matter is appreciated. If these violations are not corrected, you may be subject to

administrative fines, criminal charges, or both. If an administrative citation is issued fines may begin to accrue: $100.00, $200.00 and $500.00, respectively, for each day pursuant to Chapter 1.14 of the Montebello Municipal Code. If the violation(s) are found to be corrected, no further action will be taken.

A Code Enforcement Officer will visit your property to ensure the item(s) described above have been corrected. Please be advised a re-inspection fee in the amount of $92.00 may be applied for non-compliance if corrections are not completed by 7:00 a.m. on **04/15/2021**. Unless indicated on this notice, you are not required to be present during a re-inspection of the property. Should you have any questions please feel free to contact me during normal business hours at (323) 887-1490. Office hours are Monday-Thursday from 7:30 a.m. to 5:30 p.m.

_____

Joseph Cota
323-887-1200 EXT 485

CITY OF MONTEBELLO

Code Enforcement Division
1600 West Beverly Blvd
Montebello, CA 90640
(323) 887-1490
jcota@cityofmontebello.com

NOTICE OF VIOLATION

08/03/2021

Case #: CE21-198

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

Location of Request: **1505 DATE ST, MONTEBELLO, CA 90640**
Property ID: 6353016012

Dear GOMEZ, ERIBERTO,

The City of Montebello is dedicated to protect the health, safety, and welfare of our community members by encouraging compliance with the Montebello Municipal Code; to enhance the appearance of neighborhoods and business districts to prevent blight, protect property values, and enhance economic conditions. This notice is to advise you that the property referenced above location was inspected on and was found to be in violation of the Montebello Municipal Code (M.M.C.).

Violation(s) of the Montebello Municipal Code include:

Codes	Description	Corrective Action
M.M.C. 15.04.010	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.	Obtain all proper permits and pay all required fees for construction. Please submit application to our building and safety department to obtain permit for repair of exterior wall.

It is the goal to obtain voluntary compliance and to work with you to accomplish this goal. Cooperation in resolving this matter is appreciated. If these violations are not corrected, you may be subject to administrative fines, criminal charges, or both. If an administrative citation is issued fines may begin to accrue: $100.00, $200.00 and $500.00, respectively, for each day pursuant to Chapter 1.14 of the Montebello Municipal Code. If the violation(s) are found to be corrected, no further action will be taken.

A Code Enforcement Officer will visit your property to ensure the item(s) described above have been corrected. Please be advised a re-inspection fee in the amount of $92.00 may be applied for non-compliance if corrections are not completed by 7:00 a.m. on **08/11/2021**. Unless indicated on this notice, you are not required to be present during a re-inspection of the property. Should you have any questions please feel free to contact me during normal business hours at (323) 887-1490. Office hours are Monday-Thursday from 7:30 a.m. to 5:30 p.m.

_____
Joseph Cota
323-887-1200 EXT 485

CITY OF MONTEBELLO

Code Enforcement Division
1600 West Beverly Blvd
Montebello, CA 90640
(323) 887-1490
jcota@cityofmontebello.com

NOTICE OF VIOLATION

08/23/2021

Case #: CE21-198

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

Location of Request: **1505 DATE ST, MONTEBELLO, CA 90640**
Property ID: 6353016012

Dear GOMEZ, ERIBERTO,

The City of Montebello is dedicated to protect the health, safety, and welfare of our community members by encouraging compliance with the Montebello Municipal Code; to enhance the appearance of neighborhoods and business districts to prevent blight, protect property values, and enhance economic conditions. This notice is to advise you that the property referenced above location was inspected on and was found to be in violation of the Montebello Municipal Code (M.M.C.).

Violation(s) of the Montebello Municipal Code include:

Codes	Corrective Action
M.M.C. 15.04.010	Obtain all proper permits and pay all required fees for construction. Please obtain building permit for Exterior wall construction. Contact our building and safety department at 323-887-1200 or obtain a building form at cityofmontebello.com

It is the goal to obtain voluntary compliance and to work with you to accomplish this goal. Cooperation in resolving this matter is appreciated. If these violations are not corrected, you may be subject to administrative fines, criminal charges, or both. If an administrative citation is issued fines may begin to accrue: $100.00, $200.00 and $500.00, respectively, for each day pursuant to Chapter 1.14 of the Montebello Municipal Code. If the violation(s) are found to be corrected, no further action will be taken.

A Code Enforcement Officer will visit your property to ensure the item(s) described above have been corrected. Please be advised a re-inspection fee in the amount of $92.00 may be applied for non-compliance if corrections are not completed by 7:00 a.m. on **09/01/2021**. Unless indicated on this notice, you are not required to be present during a re-inspection of the property. Should you have any questions please feel free to contact me during normal business hours at (323) 887-1490. Office hours are Monday-Thursday from 7:30 a.m. to 5:30 p.m.

_____
Joseph Cota
323-887-1200 EXT 485

CITY OF MONTEBELLO

Code Enforcement Division
1600 West Beverly Blvd
Montebello, CA 90640
(323) 887-1490
jcota@cityofmontebello.com

NOTICE OF VIOLATION

09/21/2021

Case #: CE21-198

GOMEZ, ERIBERTO
1512 DATE ST
MONTEBELLO, CA 90640

Location of Request: **1505 DATE ST, MONTEBELLO, CA 90640**
Property ID: 6353016012

Dear GOMEZ, ERIBERTO,

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Codes	Description	Corrective Action
M.M.C. 17.70	The requirement to obtain a conditional use permit shall include, but not be limited to, private concerns occupying or using city-owned property in any zone, when the occupancy or use would otherwise require a conditional use permit. See Appendix A, Index of Permitted Uses, for specific uses allowed with a conditional use permit.	Please contact the City's Planning Department for a Conditional Use Permit. If a Conditional Use Permit is not obtained the business may be subject to closure. Please submit building application to fix the exterior wall of the house. Final notice.

It is the goal to obtain voluntary compliance and to work with you to accomplish this goal. Cooperation in resolving this matter is appreciated. If these violations are not corrected, you may be subject to administrative fines, criminal charges, or both. If an administrative citation is issued fines may begin to accrue: $100.00, $200.00 and $500.00, respectively, for each day pursuant to Chapter 1.14 of the Montebello Municipal Code. If the violation(s) are found to be corrected, no further action will be taken.

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_____

Joseph Cota
323-887-1200 EXT 485

CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
Jcota@montebelloca.gov

ADMINISTRATIVE CITATION

Sent Via:

DATE: 08/26/2024

TORRES, ROGELIO
3981 E 6TH ST
LOS ANGELES, CA 90023

DATE OF ADMINISTRATIVE CITATION:
08/26/2024

CODE ENFORCEMENT CASE NO:
CE22-216

RESPONSIBLE PARTY:
TORRES, ROGELIO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 08/26/2024
TIME OBSERVED: 9:00AM

PROPERTY OWNER/TENANT:
TORRES, ROGELIO

INSPECTION DATES: 08/26/2024

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 12.04.470	No person or persons shall obstruct in any manner any street, alley or sidewalk, or to do any act as to interfere in any manner with any free passage through, along, across any street, alley or sidewalk in the city	It is unlawful to obstruct the flow of pedestrian or bicyclist traffic. Please remove all obstructions immediately.
M.M.C. 08.16.010 (A)(6)(a)	Debris, Rubbish, and Trash from Public Rights-of-Way	Please remove all trash and debris from public view.
M.M.C. 08.16.010.A(3)(1),(2,)(3)	Parking or allowing to stand any abandoned, wrecked, dismantled, or inoperative vehicles.	Remove all abandoned, wrecked, dismantled and inoperative vehicles.
M.M.C. 15.32.010	Fire regulations for the city, the California Fire Code, 2019 edition with errata (Title 24, Part 9, California Code of Regulations), based on the 2018 International Fire Code, as published by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the conditions hazardous to life and property from fire or explosion.	You must conform with Fire Code standards.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
04/25/2022	First Citation		$100.00	$100.00	05/10/2022
05/12/2022	Second Citation		$200.00	$200.00	05/12/2022
05/25/2022	Third Citation		$500.00	$0.00	06/09/2022
08/26/2024	Third Citation		$500.00	$0.00	08/26/2024
08/26/2024	Third Citation		$500.00	$0.00	09/10/2024
08/26/2024	Third Citation		$500.00	$0.00	09/10/2024
08/26/2024	Third Citation		$500.00	$0.00	09/10/2024
Total Due: $2,500.00					

NAME OF ISSUING OFFICER:

Joseph Cota

PLEASE CORRECT VIOLATION(S) BY:

All corrections must be corrected immediately.

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(I) COMPLY with this citation, or (2) CONTEST the violation. To COMPLY with this citation, correct the violation and pay any required fine. To CONTEST this citation and request a hearing, follow the procedures listed below,

TO PAY THE FINE:

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The fine shall be mailed or delivered to: City of Montebello, Finance Department, 1600 West Beverly Blvd., Montebello, California 90640. The citation number must be written on the face of the check or money order. (Do not mail cash!)

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CITY OF MONTEBELLO
1600 West Beverly Blvd, Montebello CA 90640
CODE ENFORCEMENT DIVISION
(323) 887-1490
jcota@cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 05/25/2022

TORRES, ROGELIO
3981 E 6TH ST
LOS ANGELES, CA 90023

DATE OF ADMINISTRATIVE CITATION:
05/25/2022

RESPONSIBLE PARTY:
TORRES, ROGELIO

DATE OBSERVED: 05/25/2022
TIME OBSERVED: 2:00 PM

INSPECTION DATES: 4/25/2022, 5/12/2022, 05/25/2022

CODE ENFORCEMENT CASE NO:
CE22-216

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

PROPERTY OWNER/TENANT:
TORRES, ROGELIO

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 12.04.470	No person or persons shall obstruct in any manner any street, alley or sidewalk, or to do any act as to interfere in any manner with any free passage through, along, across any street, alley or sidewalk in the city	It is unlawful to obstruct the flow of pedestrian or bicyclist traffic. Please remove all obstructions immediately. Pallets placed on the sidewalk. Please do not block the sidewalk.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
04/25/2022	First Citation		$100.00	$0.00	05/10/2022
05/12/2022	Second Citation		$200.00	$0.00	05/12/2022
05/25/2022	Third Citation		$500.00	$0.00	06/09/2022
Total Due: $800.00					

NAME OF ISSUING OFFICER:

Joseph Cota

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CODE ENFORCEMENT DIVISION
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jcota@cityofmontebello.com

ADMINISTRATIVE CITATION

Sent Via:

DATE: 05/12/2022

TORRES, ROGELIO
3981 E 6TH ST
LOS ANGELES, CA 90023

DATE OF ADMINISTRATIVE CITATION:
05/12/2022

CODE ENFORCEMENT CASE NO:
CE22-216

RESPONSIBLE PARTY:
TORRES, ROGELIO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 05/11/2022
TIME OBSERVED: 3:00 PM

PROPERTY OWNER/TENANT:
TORRES, ROGELIO

INSPECTION DATES: 4/25/2022, 5/11/2022

APN(s):
6353016012

Codes	Description	Corrective Action
M.M.C. 12.04.470	No person or persons shall obstruct in any manner any street, alley or sidewalk, or to do any act as to interfere in any manner with any free passage through, along, across any street, alley or sidewalk in the city	It is unlawful to obstruct the flow of pedestrian or bicyclist traffic. Please remove all obstructions immediately. Do not block the side walk with pallets, or vehicles.

Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
04/25/2022	First Citation		$100.00	$0.00	05/10/2022
05/12/2022	Second Citation		$200.00	$0.00	05/12/2022
Total Due: $300.00					

NAME OF ISSUING OFFICER:

Joseph Cota

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Sent Via:

DATE: 04/25/2022

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LOS ANGELES, CA 90023

DATE OF ADMINISTRATIVE CITATION:
04/25/2022

CODE ENFORCEMENT CASE NO:
CE22-216

RESPONSIBLE PARTY:
TORRES, ROGELIO

LOCATION OF VIOLATION(S):
1505 DATE ST, MONTEBELLO, CA 90640

DATE OBSERVED: 04/25/2022
TIME OBSERVED: 3:00 PM

PROPERTY OWNER/TENANT:
TORRES, ROGELIO

INSPECTION DATES: 4/25/2022

APN(s):
6353016012

Codes	Description	Corrective Action
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Date Issued	Fee	Fee Paid	Amount	Amount Paid	Due Date
04/25/2022	First Citation		$100.00	$0.00	05/10/2022
Total Due: $100.00					

NAME OF ISSUING OFFICER:

Joseph Cota

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WE BUY
PALLETS

A & T
PALLETS INC
1512

ROURA HOF

A & T
LETS INC
1512

WE BUY
PALLETS
$2.00
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WE BUY
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WE BUY
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ITEM # 6

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk
Nelly Ochoa, Deputy City Clerk

SUBJECT: **ADOPT RESOLUTION NO. 24-71 AMENDING THE CONFLICT OF INTEREST CODE BY RESCINDING AND REPLACING RESOLUTION 22-04 REVISING THE LIST OF DESIGNATED POSITIONS REQUIRED TO FILE PERIODIC STATEMENTS OF ECONOMIC INTERESTS (FORM 700) AND THEIR DISCLOSURE CATEGORIES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No.24-71 rescinding and replacing Resolution No. 22-04, thereby updating the appendix to the local Conflict of Interest Code to revise the list of designated positions required to file Statements of Economic Interests (Form 700) and their disclosure categories; and
2. Direct the City Clerk's Office to file the 2024 Local Biennial Notice with the Fair Political Practices Commission (FPPC); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

The Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) mandates that the "code reviewing body," in this case, the City Council, adopt a Conflict of Interest Code for each local agency within its jurisdiction. The Code must designate employee positions within each agency that are required to disclose economic interests. Any

position that makes or participates in making governmental decisions that could foreseeably have a material effect on the individual's financial interests must be designated in the Conflict of Interest Code.

It is important to note that certain City officials, including the City Council, City Manager, City Attorney, and Planning Commissioners, are required to disclose economic interests under Government Code Section 87200, rather than under the City's Conflict of Interest Code. The City Council last amended the City of Montebello's Conflict of Interest Code in 2022 with the adoption of Resolution No. 22-04. It is now necessary to rescind and replace Resolution No. 22-04 to update the City's Conflict of Interest Code in accordance with the Political Reform Act of 1974.

ENVIRONMENTAL:

N/A

ANALYSIS:

Government Code Section 87306.5 requires that the City review its Conflict of Interest Codes biennially, in even-numbered years, to determine whether revisions or amendments are necessary. City staff has conducted this review and concluded that the list of designated employees included in the City's Conflict of Interest Code requires updating. The inclusion of specific staff positions in the Conflict of Interest Code is based on whether those positions are involved in making or participating in making governmental decisions. The List of Designated Employees, attached as "Appendix A" to the Resolution, reflects the current employee positions that qualify as filers under the provisions of the Political Reform Act and its implementing regulations.

SUMMARY:

The City Attorney's Office and Human Resources Department have reviewed the Conflict of Interest Code and amendments. It would be appropriate for the City Council to adopt Resolution No. 24-71, rescinding and replacing Resolution No. 22-04, effectively updating the Conflict of Interest Code for the City of Montebello.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-71 - Conflict of Interest Code Update

ATTACHMENT A

RESOLUTION NO. 24-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 22-04 TO AMEND THE CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEBELLO IN ACCORDANCE WITH THE POLITICAL REFORM ACT

RECITALS

WHEREAS, the Political Reform Act of 1974, 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 2022 with the adoption of Resolution No. 22-04; and

WHEREAS, it is necessary to rescind and replace Resolution No. 22-04 to update the City's Conflict of Interest Code in accordance with the Political Reform Act; and

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

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

SECTION 1. RESCINDS AND AMENDS. The City of Montebello rescinds Resolution No. 22-04 and amends the City of Montebello Conflict of Interest Code with the adoption of Resolution No. 24-71.

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 Senior 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. 22-04 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 25TH DAY OF SEPTEMBER 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-71 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 25th day of September 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

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 Senior Deputy 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 Commission
Fiscal Accountability and Investment Committee
Civil Service Commission
Parks and Recreation Commission
Traffic and Safety Commission

Note: All the above are category 1 filers.

Designated Position	Disclosure Categories
Accountant	1, 4
Accounting Manager	1, 4
Accounting Supervisor*	1,4
Administrative Manager	1, 4
Assistant City Manager	1, 4, 6, 7, 8, 9
Assistant Director of Finance	1, 4, 6, 9
Assistant Director of Fire	1, 4, 7
Assistant Director of Human Resources	1, 4, 6, 8, 9
Assistant Director of Planning and Community Development	1, 4, 6, 7
Assistant Director of Public Affairs	1, 4, 7, 8
Assistant Director of Public Works	1, 4, 6
Assistant Director of Recreation and Community Services	1, 4, 6
Assistant Director of Transportation	1, 4
Assistant Fire Chief	1, 4
Assistant Police Chief	1, 4
Associate Engineer*	1, 4, 6
Building Inspector	1, 4, 6
Building Maintenance Supervisor*	1, 5, 6
Building Official	1, 4, 6
Captain (Fire/Police)	1, 4

Designated Position	Disclosure Categories
Code Enforcement Manager	1, 4, 6, 7
Code Enforcement Officer*	1, 4
Community Risk Reduction Coordinator	1, 4
Construction Manager	1, 4, 6
Deputy Director	1, 4
Deputy Director of Economic Development*	1, 4, 6, 7
Deputy Director of Finance	1, 4, 6, 9
Deputy Director of Public Works*	1, 4, 6
Deputy Director of Transportation*	1, 4 ,6
Deputy Fire Chief*	1, 4
Director of Finance	1, 4, 6, 9
Director of Human Resources	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, 6
Director of Transportation	1, 4
Economic Development Coordinator*	1, 4, 6
Economic Development Manager	1, 4, 6
Field Response Coordinator*	1, 5, 7
Finance Manager	1, 4, 6, 9
Finance Supervisor	1, 4, 6, 9
Fire Battalion Chief	1, 4
Fire Chief	1, 4
Fire Captain	1, 4
Fire Inspector I/II	1, 4
Fire Marshal	1, 4
Fleet Maintenance Manager	1, 4, 6
Fleet Maintenance Supervisor*	1, 5, 6
Fleet Services Manager	1, 4, 6
Fleet Services Supervisor	1, 5, 6
Golf Course Facilities Manager	1, 4, 6
Grants and Project Administrator	1, 4, 7
Housing Manager	1, 4, 6, 7
Human Resources Analyst	1, 5, 8
Human Resources Manager	1, 4, 6, 8, 9
Information Systems Manager	1, 4, 6
Information Systems Supervisor*	1, 4, 6
Maintenance Manager	1, 4, 6
Management Analyst	1, 4
Office Manager*	1, 5
Park Maintenance Supervisor*	1, 5, 6
Planning Manager	1, 4, 6
Police Captain	1, 4
Police Chief	1, 4
Police Lieutenant*	1, 4

Designated Position	Disclosure Categories
Police Records Supervisor*	1, 5
Principal Engineer	1, 4, 6
Principal Risk Officer	1, 4, 6, 9
Public Affairs Manager	1, 4
Public Information Coordinator	1, 4
Public Information Officer	1, 4
Public Safety Radio Supervisor*	1, 4, 6
Public Works Inspector	1, 4, 6
Public Works Manager	1, 4, 6
Public Works Superintendent	1, 4, 6
Recreation Manager	1, 4, 6
Revenue Supervisor*	1, 4
Risk Manager	1, 4, 6, 8, 9
Senior Accountant*	1, 4, 6
Senior Building Inspector	1, 4, 6
Senior Deputy City Clerk	1, 4
Senior Economic Development Coordinator*	1, 4, 6
Senior Fire Inspector*	1, 4
Senior Human Resources Analyst*	1, 4, 6, 8, 9
Senior Management Analyst	1, 4, 6, 7
Senior Planner*	1, 4, 6
Senior Procurement Analyst	1, 4, 6, 7, 8, 9
Social Work Supervisor	1, 4, 7
Street Maintenance Supervisor*	1, 5, 6
Superintendent/Facility Manager	1, 4, 6
Transit Administration Manager	1, 4
Transit Assistant Manager*	1, 4
Transit Finance Supervisor	1, 4
Transit Operations Manager	1, 4, 6
Transit Planner*	1, 5
Transit Supervisor*	1, 5
Warehouse Supervisor*	1, 5

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 # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 25-01 FOR PROPOSITION 64 GRANT PROJECT EVALUATOR SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request-for-Proposal (RFP) No. 25-01 for a Proposition 64 Grant Project Evaluator; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The solicitation of the RFP for these services poses no additional fiscal impact on the adopted budget. Upon review of the proposals, Staff will return to City Council to award an agreement and if necessary, recommend budget amendments at that time. Expenses related to the project evaluator services will be funded through Proposition 64 grant funds (Fund 268).

BACKGROUND/DISCUSSION:

In November 2022, the City of Montebello submitted a Letter of Intent to apply for the Board of State and Community Corrections' Proposition 64 Public Health and Safety Grant Program – Cohort 3. In December 2022, staff submitted a grant application and was later notified in 2023 that the City had been awarded $1,278,987 to carry out the proposed projects outlined in the City's grant application. This project runs through April 2028.

The original grant proposal consisted of five tasks:
Task 1: Training, supplies, and needs assessment/coordination for public safety staff
Task 2: Hazardous Materials Removal

Task 3: South Montebello National Night Out Resident/public safety relationship building and resource fair
Task 4: Signage to promote public health awareness
Task 5: Sustainability planning

Per the requirements in the original grant instruction packet and the City's proposed project, staff is now seeking a Grant Project Evaluator who can assist with the project evaluation portion of this grant project. Staff is seeking a qualified Grant Program Evaluator to conduct and carry out various forms of data collection, analysis, and reporting relating to the effectiveness of the implemented programs. A list of detailed requirements and duties are listed in the attached RFP No. 25-01 (Attachment A).

The Request for Proposal (RFP) timeline is presented below:

Release RFP:	September 26, 2024
Online Q & A Deadline:	October 15, 2024, at 11 am
Deadline to Submit Responses:	October 28, 2024, at 11 am
City Review of Submissions:	Early/Mid-November 2024
Notifications Sent to Vendors:	Early/Mid-December 2024
Award:	January 2025

If authorized, staff will issue RFP No. 25-01 to obtain pricing for grant project evaluator services. Staff is seeking an agreement with a minimum term of three (3) years with two, one-year extension options. After the RFP review and scoring process and a consultant is chosen, staff will return for City Council approval of a professional services agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is requesting authorization to issue an RFP No. 25-01 to solicit a Grant Project Evaluator for the City's Proposition 64 Grant Project. The proposed timeline for completing this RFP and commencing a new agreement for these services is January 2025.

ATTACHMENT(S)

1. ATTACHMENT A - Draft RFP 25-01- Project Evaluator for prop 64

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25-01

Request for Proposal for Prop 64 Grant Project Evaluator

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

Request for Proposal for Prop 64 Grant Project Evaluator

PROPOSAL OWNER

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

PROPOSAL CONTACT

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

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **Tuesday, October 15, 2024, at 11:00 a.m. PST**. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
Appendix C – References
Appendix D- Proposition 64 Grant Guidelines

1.0 Notice Inviting Proposals

The Montebello Fire Department is seeking a qualified Project Evaluator to assist with the evaluation of the department's approved project for the Proposition 64 Grant that was awarded by the State of California's Board of State and Community Corrections (BSCC).

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello ("City") is seeking proposals from highly qualified consulting professionals experienced in managing and overseeing grants throughout the entire project. The City is seeking to hire a Project Evaluator who will handle the Prop 64 grant throughout the entire project and complete all required evaluations of the grant process.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2024
- Notifications Sent to Vendors — Early/Mid-December2024
- Award — January 2025

4.0 Purpose

The City is seeking a qualified consultant to oversee and manage this program to its entirety**.** The project evaluator applying should have significant experience in providing this type of service.

This grant project has yet to be started and will consist of various tasks, including:

Task 1: Training, supplies, and needs assessment/coordination for public safety staff
Task 2: Hazardous Materials Removal
Task 3: South Montebello National Night Out Resident/public safety relationship building and resource fair
Task 4: Signage to promote public health awareness
Task 5: Sustainability planning

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

5.0 Scope of Work/Services

The City desires to obtain a project evaluator to provide the services required under the Proposition 64 Grant Guidelines (attached , including but not limited to the following.

The Project Evaluator will develop data collection forms, as needed, and train staff in data collection methods. The Evaluation Plan will shift as much of the data collection responsibility to the project evaluator as possible, as City staff have limited capacity.

The Project Evaluator will conduct all structured interviews throughout the project.
Data collection activities may include but are not limited to:

- Process data collection for project training(s)
- Post-training self-evaluations to assess changes in knowledge and awareness (project evaluator to summarize).
- Structured interviews with select Police, Fire/EMS, and Code Enforcement officers/officials each year to collect qualitative data about how training and supplies have filled gaps to identify ongoing needs and to assess the impact of the National Night Out campaign.
- Feedback from community participants of the annual National Night Out campaign via sticker dot surveys and structured interviews.
- Process data collection for hazardous materials removal

The evaluator will use both quantitative and qualitative approaches to assess whether the project met its objectives. Additionally, simple descriptive statistics (i.e., counts, averages, percentages) will measure process variables such as the number of employees receiving training and the number of community members attending the National Night Out event year to year. To assess whether the project achieved its intended outcomes, the Project Evaluator will analyze the qualitative data by reviewing the data, creating a simple coding scheme, coding the data, and identifying/interpreting themes and patterns.

The evaluator will prepare any evaluation documents and/or reports as part of the overall evaluation of this program. The project evaluator will be involved with the project during the entire evaluation process and will do assigned tasks as needed and required for the evaluation of the project. The evaluation period will be over once the project is completed, but the final grant deadline to submit the Final Local Evaluation Report is October 31, 2028.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

A. Experience working with safety departments such as Police and Fire.

B. Demonstrate a proven record of success rate in grant funding awards

C. Specialty in health, mental health, community outreach and prevention, emergency management, fire services, and other topics related to public safety grants is preferred.

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

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

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

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work

e. Communication Skills

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

9.0 Protest Procedures
Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

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

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

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

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

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

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

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

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

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

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an “occurrence” basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

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

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability.

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

E. Cyber Liability
If the contractor holding confidential and sensitive information belonging to the City in its own database coverage may be required.

<u>Required Insurance Documentation</u>

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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

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

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

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

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

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and

provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

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

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

13.0 Non-Commitment of City

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an

agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

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

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

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement’s requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and

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

18.0 Disclosure of Information

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

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

19.0 Ex-Parte Communications

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

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

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates

that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

Appendix D – Proposition 64 Grant Guidelines

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. FOR THE DOG PARK AT ACUÑA PARK – CP 922**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award a construction contract to Estate Design and Construction, Inc. for the dog park at Acuña Park (CP 922) in the amount of $632,071 plus a 10% construction contingency of $63,207 for a total contract amount of $695,278; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by $695,278 in Account No. 100-70-710-6040.10 (General Fund, Parks and Recreation, Recreation, Contract Services Outside Contracts) for the construction of the dog park; and
3. Authorize the City Clerk's Office to release all-other bidders' bonds; and
4. Authorize the City Manager to execute the construction contract agreement and all change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommends awarding the construction contract to Estate Design and Construction, Inc. as the most responsive and responsible bidder for the amount of $632,071 with a 10% construction contingency of $63,207 in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life.

The adopted Fiscal Year 2024-25 Capital Improvement Program (CIP) budget does not

include appropriations in these amounts; therefore, a budget amendment will be needed. Staff recommends amending the Fiscal Year 2024-25 Budget by increasing appropriations by $695,278 in Account No. 100-70-710-6040.10 (General Fund, Parks and Recreation, Recreation, Contract Services Outside Contracts).

Staff requests authorization to allow the City Manager to execute all contract changes orders approved and negotiated in good faith by the Director of Public Works.

BACKGROUND/DISCUSSION:

On June 26, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for construction of a dog park at Acuña Park (CP 922). At the August 14, 2024 City Council meeting, bids were rejected and the City Council subsequently authorized staff to rebid the project.

The NIB was re-published on August 19, 2024, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on September 12, 2024:

	Contractors	Bid
1	Estate Design and Construction Inc.	$632,071.14
2	Al's Engineering, Inc.	$634,482.45
3	Ramco, General Engineering Contractors, Inc.	$674,531.20
4	C.S. Legacy Construction, Inc	$696,099.42
5	Aguilar & Calderon Corporation	$715,139.00
6	California Landscape & Design Inc.	$716,306.35
7	We R Builders, Inc.	$749,118.25
8	Axiom Group	$795,658.25
9	Victorious R.E.D	$814,000.00
10	MBC Enterprises Inc.	$1,497,143.00

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award Estate Design and Construction, Inc. the construction contract (Attachment A) as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends awarding the construction contract to Estate Design and Construction, Inc. as the most responsive and responsible bidder for the amount of $632,071. The General Fund appropriations include funds for a 10% construction contingency of $63,207 in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life. The total contract award amount -- including the 10% contingency -- is $695,278. Staff also recommends amending the FY 2024-25 budget by increasing appropriations by $695,278 in Account No. 100-70-710-6040.10 (General Fund, Parks and Recreation, Recreation, Contract Services Outside Contracts).

ATTACHMENT(S)

1. Attachment A - Estate Design and Construction, Inc. Agr. No. 4227
2. Attachment B - Bid Results CP 922

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4227
WITH ESTATE DESIGN AND CONSTRUCTION, INC.

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on September 25, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ESTATE DESIGN AND CONSTRUCTION, INC., a California corporation ("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 construct a dog park at Acuña Park Project – CP 922 ("PROJECT"); and

WHEREAS, on September 25, 2024, the CITY's City Council ("City Council") accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT; 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 the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Project Manual and Special Provisions, Addendums, CONTRACTOR's Bid 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 September 12, 2024 Proposal
3. Standard drawings
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

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; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. This Agreement shall expire on **June 30, 2025**, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months 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 lump sum amount of Six Hundred Thirty-Two Thousand, Seventy-One Dollars and 14/100 Cents ($632,071.14) with a contingency amount of Sixty-Three Thousand, Two-Hundred Seven Dollars and 11/100 Cents ($63,207.11) for **a potential project amount not-to-exceed of Six Hundred Ninety-Five Thousand, Two Hundred Seventy-Eight Dollars and 25/100 Cents ($695,278.25)**, which is based on performing all of the work shown on CONTRACTOR's 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 SEC. 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 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 Section 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 covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to SEC. 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 SEC. 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, 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 Section 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 Section 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. <u>UNDOCUMENTED WORKERS</u>

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 **60** Working Days from the commencement thereof.

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 Class A, C8, C60 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 SUB-CONTRACTOR 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 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 (5) 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 Section 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Section 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Section 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Section 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 Section1777.5), 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.
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. <u>BONDS</u>

a. Surety Faithful Performance Bond shall be maintained for one (1) year after completion of the project.

SECTION 12. <u>INSURANCE REQUIREMENTS</u>

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

SECTION 13. LIQUIDATED DAMAGES

a. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CITY and CONTRACTOR AGREE that in the event of any unreasonable delay in performance of this Agreement caused by CONTRACTOR, CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of **two thousand dollars ($2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder. In addition, liquidated damages may be assessed for failure to comply with any emergency call out requirements described in the scope of services. The CITY may withhold from any moneys payable on account of services performed by CONTRACTOR any accrued liquidated damages.

b. 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 Thousand dollars ($2,000)** 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. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public 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, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. <u>TERMINATION.</u>

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 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.

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 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:

To the CITY:	City of Montebello Attn: City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With copy to:	City of Montebello – Department of Public Works Attn: Cesar Roldan, Director of Public Works 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: CRoldan@montebelloca.gov
To CONTRACTOR:	Benjamin Tvizer 1902 Westwood Blvd., #200 Los Angeles, CA 90025 Phone: (818) 850-0182 Email: benjamin@estatednc.com

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

SECTION 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]

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:
_____
Raul Alvarez, City Manager

Date: _____

ESTATE DESIGN AND CONSTRUCTION, INC.

By:
_____
Benjamin Tvizer, President

Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements

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. <u>Comprehensive General Liability and Automobile Liability Insurance Coverage</u>.

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. <u>Automobile Liability</u>.

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. <u>Worker's Compensation</u>.

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.

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. <u>Evidence of Insurance and Claims</u>.

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.

ATTACHMENT B

Montebello Dog Park Estimate						Estate Design and Construction Inc		Aguilar & Calderon Corp.		Al's Engineering Inc.		Axiom Group Bid		C.S. Legacy Construction Inc		California Landscape & Design Inc		MBC Enterprises Inc		Ramco, General Engineering Contractors Inc		Victorious Red		We R Builders, Inc	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL																									
A	PROJECT STARTUP																								
1	Mobilization, Bonding and Record Drawings	LS	1	$30,000.00	$30,000.00	$41,350.00	$41,350.00	$31,200.00	$31,200.00	$18,000.00	$18,000.00	$75,000.00	$75,000.00	$67,562.50	$67,562.50	$84,000.00	$84,000.00	$41,870.00	$41,870.00	$38,600.00	$38,600.00		$0.00		$0.00
2	Construction Staking	LS	1	$12,000.00	$12,000.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$3,800.00	$3,800.00	$7,500.00	$7,500.00	$19,387.50	$19,387.50	$14,000.00	$14,000.00	$8,690.00	$8,690.00	$8,500.00	$8,500.00		$0.00		$0.00
3	Storm Water Pollution Prevention	LS	1	$5,000.00	$5,000.00	$30,000.00	$30,000.00	$8,300.00	$8,300.00	$3,200.00	$3,200.00	$22,500.00	$22,500.00	$15,392.50	$15,392.50	$17,500.00	$17,500.00	$13,430.00	$13,430.00	$6,500.00	$6,500.00		$0.00		$0.00
4	Temporary Construction Fencing	LS	1	$14,000.00	$14,000.00	$10,000.00	$10,000.00	$15,250.00	$15,250.00	$15,000.00	$15,000.00	$3,750.00	$3,750.00	$11,750.00	$11,750.00	$8,500.00	$8,500.00	$238,580.00	$238,580.00	$7,855.00	$7,855.00		$0.00		$0.00
5	Clearing and grubbing	SF	33700	$2.85	$96,045.00	$0.66	$22,242.00	$3.00	$101,100.00	$1.46	$49,202.00	$1.56	$52,572.00	$0.80	$26,960.00	$1.55	$52,235.00	$3.00	$101,100.00	$0.75	$25,275.00		$0.00		$0.00
6	Miscellaneous Concrete Pavement	SF	260	$63.00	$16,380.00	$8.48	$2,204.80	$48.00	$12,480.00	$7.50	$1,950.00	$7.50	$1,950.00	$21.35	$5,551.00	$18.00	$4,680.00	$19.00	$4,940.00	$2.00	$520.00		$0.00		$0.00
7	Finish Grading	SF	33700	$0.80	$26,960.00	$1.20	$40,440.00	$0.47	$15,839.00	$3.61	$121,657.00	$2.50	$84,250.00	$1.03	$34,711.00	$0.70	$23,590.00	$2.00	$67,400.00	$0.85	$28,645.00		$0.00		$0.00
8	Area drain	EA	3	$1,800.00	$5,400.00	$1,694.50	$5,083.50	$200.00	$600.00	$350.00	$1,050.00	$3,750.00	$11,250.00	$3,838.33	$11,514.99	$4,000.00	$12,000.00	$9,789.00	$29,367.00	$1,500.00	$4,500.00		$0.00		$0.00
9	Storm Pipe, HDPE, 6 "dia, (excavation, backfill)	LF	65	$161.00	$10,465.00	$60.15	$3,909.75	$168.00	$10,920.00	$269.45	$17,514.25	$137.50	$8,937.50	$110.27	$7,167.55	$65.00	$4,225.00	$630.00	$40,950.00	$65.00	$4,225.00		$0.00		$0.00
10	Storm Pipe, HDPE, 12 "dia, (excavation, backfill)	LF	220	$50.00	$11,000.00	$97.81	$21,518.20	$53.00	$11,660.00	$167.18	$36,779.60	$218.75	$48,125.00	$205.09	$45,119.80	$115.00	$25,300.00	$435.00	$95,700.00	$90.00	$19,800.00		$0.00		$0.00
11	Water Fountain - 1/2" Copper Water Pipe, (excavation, backfill)	LF	150	$20.00	$3,000.00	$14.04	$2,106.00	$21.00	$3,150.00	$123.18	$18,477.00	$125.00	$18,750.00	$106.22	$15,933.00	$67.00	$10,050.00	$961.00	$144,150.00	$76.00	$11,400.00		$0.00		$0.00
12	Water Fountain - 2" PVC Sewer line, (excavation, backfill, cleanout)	LF	140	$20.00	$2,800.00	$34.72	$4,860.80	$22.50	$3,150.00	$133.14	$18,639.60	$125.00	$17,500.00	$175.41	$24,557.40	$135.00	$18,900.00	$797.00	$111,580.00	$70.00	$9,800.00		$0.00		$0.00
13	Connect to Ex. Catch Basin	EA	1	$4,000.00	$4,000.00	$333.42	$333.42	$5,000.00	$5,000.00	$750.00	$750.00	$3,750.00	$3,750.00	$4,758.75	$4,758.75	$2,400.00	$2,400.00	$10,435.00	$10,435.00	$2,500.00	$2,500.00		$0.00		$0.00
14	Stabilized Decomposed Granite - 4' thick	SF	13771	$3.00	$41,313.00	$6.50	$89,511.50	$4.00	$55,084.00	$4.00	$55,084.00	$3.88	$53,431.48	$3.64	$50,126.44	$4.25	$58,526.75	$5.00	$68,855.00	$3.20	$44,067.20		$0.00		$0.00
15	Enhanced Concrete Pavement	SF	626	$20.00	$12,520.00	$8.42	$5,270.92	$21.00	$13,146.00	$6.50	$4,069.00	$20.00	$12,520.00	$34.16	$21,384.16	$16.85	$10,548.10	$25.00	$15,650.00	$26.00	$16,276.00		$0.00		$0.00
16	Concrete Pavement - Natural Gray	SF	4637	$8.50	$39,415.00	$7.98	$37,003.26	$13.00	$60,281.00	$6.50	$30,140.50	$17.50	$81,147.50	$13.78	$63,897.86	$11.50	$53,325.50	$19.00	$88,103.00	$23.00	$106,651.00		$0.00		$0.00
17	Concrete Mowband - 6"	LF	176	$50.00	$8,800.00	$28.57	$5,028.32	$74.00	$13,024.00	$25.00	$4,400.00	$41.25	$7,260.00	$47.73	$8,400.48	$30.00	$5,280.00	$103.00	$18,128.00	$30.00	$5,280.00		$0.00		$0.00
18	Concrete Mowband - 10"	LF	578	$33.00	$19,074.00	$37.82	$21,859.96	$43.00	$24,854.00	$25.00	$14,450.00	$42.50	$24,565.00	$58.34	$33,720.52	$33.00	$19,074.00	$123.00	$71,094.00	$35.00	$20,230.00		$0.00		$0.00
19	Concrete Mowband - 10"x21"	LF	137	$89.00	$12,193.00	$53.31	$7,303.47	$95.00	$13,015.00	$25.00	$3,425.00	$87.50	$11,987.50	$140.66	$19,270.42	$55.00	$7,535.00	$134.00	$18,358.00	$55.00	$7,535.00		$0.00		$0.00
20	ADA ramp Type C	EA	1	$12,500.00	$12,500.00	$614.81	$614.81	$15,860.00	$15,860.00	$750.00	$750.00	$8,625.00	$8,625.00	$5,434.38	$5,434.38	$8,500.00	$8,500.00	$13,430.00	$13,430.00	$4,500.00	$4,500.00		$0.00		$0.00
21	Concrete Wheel Stop, 6 ft	EA	2	$760.00	$1,520.00	$234.32	$468.64	$793.00	$1,586.00	$350.00	$700.00	$58.75	$117.50	$528.75	$1,057.50	$500.00	$1,000.00	$711.00	$1,422.00	$150.00	$300.00		$0.00		$0.00
22	Water Fountain	EA	2	$8,300.00	$16,600.00	$11,788.50	$23,577.00	$8,658.00	$17,316.00	$8,750.00	$17,500.00	$8,750.00	$17,500.00	$8,225.00	$16,450.00	$8,400.00	$16,800.00	$15,010.00	$30,020.00	$6,350.00	$12,700.00		$0.00		$0.00
23	Trash Receptacle	EA	2	$2,150.00	$4,300.00	$526.54	$1,053.08	$2,255.00	$4,510.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$1,821.25	$3,642.50	$3,600.00	$7,200.00	$1,742.00	$3,484.00	$925.00	$1,850.00		$0.00		$0.00
24	Bench	EA	6	$2,170.00	$13,020.00	$796.10	$4,776.60	$2,262.00	$13,572.00	$2,375.00	$14,250.00	$2,375.00	$14,250.00	$1,955.25	$11,731.50	$2,300.00	$13,800.00	$2,299.00	$13,794.00	$1,200.00	$7,200.00		$0.00		$0.00
25	Pet Waste Station	EA	4	$820.00	$3,280.00	$871.19	$3,484.76	$858.00	$3,432.00	$875.00	$3,500.00	$875.00	$3,500.00	$814.69	$3,258.76	$1,700.00	$6,800.00	$1,009.00	$4,036.00	$500.00	$2,000.00		$0.00		$0.00
26	Chain-link Fence - 5ft Tall with Gate Openings	LF	666	$80.00	$53,280.00	$51.05	$33,999.30	$75.00	$49,950.00	$135.00	$89,910.00	$137.50	$91,575.00	$76.38	$50,869.08	$140.00	$93,240.00	$87.00	$57,942.00	$56.00	$37,296.00		$0.00		$0.00
27	Chain-link Access Gate (Single Swing)	EA	6	$520.00	$3,120.00	$840.92	$5,045.52	$1,500.00	$9,000.00	$1,450.00	$8,700.00	$1,875.00	$11,250.00	$1,175.00	$7,050.00	$1,700.00	$10,200.00	$3,950.00	$23,700.00	$1,200.00	$7,200.00		$0.00		$0.00
28	Chain-link Maintence Gate (Single Swing)	EA	2	$1,500.00	$3,000.00	$516.93	$1,033.86	$2,000.00	$4,000.00	$3,500.00	$7,000.00	$1,875.00	$3,750.00	$1,762.50	$3,525.00	$1,700.00	$3,400.00	$5,530.00	$11,060.00	$750.00	$1,500.00		$0.00		$0.00
29	Signage	LS	1	$4,500.00	$4,500.00	$5,500.00	$5,500.00	$4,758.00	$4,758.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,525.00	$3,525.00	$3,100.00	$3,100.00	$25,853.00	$25,853.00	$4,500.00	$4,500.00		$0.00		$0.00
30	Agility Course - Small Dog Area	LS	1	$15,500.00	$15,500.00	$12,000.00	$12,000.00	$16,720.00	$16,720.00	$2,500.00	$2,500.00	$11,250.00	$11,250.00	$15,392.50	$15,392.50	$11,000.00	$11,000.00	$12,640.00	$12,640.00	$8,500.00	$8,500.00		$0.00		$0.00
31	Agility Course - Large Dog Area	LS	1	$30,000.00	$30,000.00	$18,000.00	$18,000.00	$33,350.00	$33,350.00	$3,500.00	$3,500.00	$25,000.00	$25,000.00	$37,365.00	$37,365.00	$28,000.00	$28,000.00	$36,340.00	$36,340.00	$10,500.00	$10,500.00		$0.00		$0.00
32	Adjust Existing Irrigation System	LS	1	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$10,738.00	$10,738.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$4,700.00	$4,700.00	$4,350.00	$4,350.00	$6,320.00	$6,320.00	$4,500.00	$4,500.00		$0.00		$0.00
33	Irrigation Removal	LS	1	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$4,758.00	$4,758.00	$7,500.00	$7,500.00	$3,750.00	$3,750.00	$2,937.50	$2,937.50	$3,750.00	$3,750.00	$10,270.00	$10,270.00	$1,000.00	$1,000.00		$0.00		$0.00
34	Backflow Preventer Testing	LS	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$5,408.00	$5,408.00	$196.88	$196.88	$437.50	$437.50	$411.25	$411.25	$1,350.00	$1,350.00	$553.00	$553.00	$3,000.00	$3,000.00		$0.00		$0.00
35	Irrigation System - Complete	LS	1	$32,400.00	$32,400.00	$65,000.00	$65,000.00	$39,520.00	$39,520.00	$2,625.00	$2,625.00	$15,625.00	$15,625.00	$14,687.50	$14,687.50	$23,700.00	$23,700.00	$19,750.00	$19,750.00	$25,000.00	$25,000.00		$0.00		$0.00
36	Recycled Water Purple Sign	EA	2	$910.00	$1,820.00	$266.00	$532.00	$955.00	$1,910.00	$475.00	$950.00	$475.00	$950.00	$446.50	$893.00	$450.00	$900.00	$600.00	$1,200.00	$600.00	$1,200.00		$0.00		$0.00
37	Tree - 24" Box	EA	9	$410.00	$3,690.00	$206.00	$1,854.00	$504.00	$4,536.00	$437.50	$3,937.50	$437.50	$3,937.50	$411.25	$3,701.25	$1,100.00	$9,900.00	$553.00	$4,977.00	$250.00	$2,250.00		$0.00		$0.00
38	Turf Replacement (seeds)	SF	13055	$3.50	$45,693.00	$3.23	$42,167.65	$2.20	$28,721.00	$0.62	$8,094.10	$0.63	$8,224.65	$0.59	$7,702.45	$1.20	$15,666.00	$1.00	$13,055.00	$12.00	$156,660.00		$0.00		$0.00
39	Root Barrier	LF	380	$18.00	$6,840.00	$3.25	$1,235.00	$18.00	$6,840.00	$18.05	$6,859.00	$13.75	$5,225.00	$12.93	$4,913.40	$20.00	$7,600.00	$17.00	$6,460.00	$7.00	$2,660.00		$0.00		$0.00
40	Soil Amendment	SF	1118	$4.50	$5,031.00	$5.13	$5,735.34	$6.50	$7,267.00	$3.55	$3,968.90	$2.50	$2,795.00	$2.61	$2,917.98	$4.50	$5,031.00	$3.00	$3,354.00	$2.00	$2,236.00		$0.00		$0.00
41	Mulch - 3" Depth	CY	11	$183.00	$2,013.00	$178.88	$1,967.68	$330.00	$3,630.00	$200.00	$2,200.00	$200.00	$2,200.00	$188.00	$2,068.00	$350.00	$3,850.00	$253.00	$2,783.00	$120.00	$1,320.00		$0.00		$0.00
42	Plant Establishment and Maintenance Period (90 days)	LS	1	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$15,704.00	$15,704.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$4,700.00	$4,700.00	$5,500.00	$5,500.00	$6,320.00	$6,320.00	$8,500.00	$8,500.00		$0.00		$0.00
				GRAND TOTAL =	**$656,472.00**		**$632,071.14**		**$715,139.00**		**$621,229.33**		**$795,708.13**		**$696,099.42**		**$716,306.35**		**$1,497,143.00**		**$674,531.20**		**$814,000.00**		**$749,118.25**

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-06 FOR ON-CALL ENGINEERING AND ARCHITECTURAL SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal (RFP No. 25-06) to solicit proposals from qualified engineering and architectural firms for on-call engineering and architectural services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing this Request for Proposal (RFP). Staff aims to minimize the use of the General Fund for these types of services and focus on utilizing specialized funds as the primary source to pay for engineering services. Once proposals are submitted and evaluated, staff will return with a recommendation of firms to provide such services and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The four existing engineering firms that provide engineering services and construction management and inspection services have a term limit of three years expiring in October 2024. Staff recommend not exercising the two, one-year extensions and to seek proposals through the RFP process to provide engineering services.

The Public Works Department's Engineering Division is responsible for overseeing the

Capital Improvement Program (CIP), contract administration, public works permits/inspections, Traffic and Safety Commission support, National Pollution Discharge Elimination System (NPDES) permit compliance support, and other areas of municipal focus. Engineering Division responsibilities are handled by a combination of City staff and on-call engineering and construction management consultants.

The following is a tentative schedule:

Release of RFP	Thursday, September 26, 2024
Deadline for Questions	Tuesday, October 15, 2024 at 12:00 p.m.
Proposal Due Date	Monday, October 28, 2024 at 11:00 a.m.
City Council Recommendation of Award	Wednesday, November 13, 2024

The RFP shall describe the service requested and provide the tasks required from the qualified engineering firms to submit a proposal. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award a professional services agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFP No. 25-06 to solicit proposals for on-call engineering and architectural services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP 25-06 - Engineering and Architectural Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 06

On-Call Engineering and Architectural Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

On-Call Engineering and Architectural Services

PROPOSAL OWNER

City of Montebello – Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: croldan@montebelloca.gov

PROPOSAL CONTACT

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

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
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1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to provide on-call engineering and architectural services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective consultants to submit a proposal to provide on-call engineering and architectural services. The goal is to have consultants perform roles in engineering, design, construction management, and various other public works related capacities.

About the City of Montebello
Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2024
- Notifications Sent to Proposers — Early/Mid-December2024
- Award — January 2025

4.0 Purpose

The purpose of this solicitation is to identify a qualified consultant that can provide the City access to specialized expertise for a range of services required for Capital Improvement Projects. The agreement issued by this RFP will provide flexibility and efficiency in obtaining professional support for General and Traffic Engineering, Design, Construction Management, Part-time Public Works Inspection, Utility Engineering, NPDES/MS4 compliance, sewer and storm water design, and Architectural services. These services will aid the department's ability to meet project needs and regulatory meet compliance requirements in federal, state, county and local mandates effectively. On-call services shall commence tentatively on December 2, 2024 and shall remain and continue in effect until December 31, 2027.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected consultant. The City may opt to award multiple consultants for on-call engineering and architectural services.

5.0 Scope of Work/Services

Under the general direction of Public Works staff, Consultant shall perform consulting services on an “on call or as-needed” basis for various projects assigned by the City. For each on-call service request, the Consultant and the City will agree upon the specific scope of work and cost for that project. The City has the right to retain other consulting firms at its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per work order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with an annual not-to-exceed limit agreed upon by both the Consultant and City before work begins.

The scope of work for any one project may involve a particular phase of a project development design or construction and may include but not be limited to the following:

- Developing an overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project.
- Preliminary engineering design concepts, studies, reports, final engineering design of capital projects for bidding purposes (final plans, engineering estimate and plans (PS&E). Activities may include but are not limited to the review of third-party plans and specifications. Oversee the preparation of technical reports and designs for approval/acceptance by the City Engineer.
- Provide Bid Administration, and Construction Management, for sewer, water, storm drain, traffic signal and street improvements.
- Provide Inspection services if requested and as needed for capital Improvement projects such water treatment facilities, sewer, water, storm drain, traffic signals, street improvements.
- Provide construction management services for repair and replacement of City infrastructure. Construction management activities which include, but are not limited to, planning, preparing and communicating schedules and progress of project activities and expenditures, assisting others in establishing project schedules and milestones, setting and evaluating progress on project tasks.

- Manage and closely monitor CIP budgets to ensure that projects are delivered in a timely manner and within the approved budget. Prepare and review invoices for construction projects, prepare change orders and process invoices.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to Request for Information (RFI); draft change orders; assist city staff with contract negotiations; and review pay estimates.
- Provide in-house personnel or sub-consultants for specialties such as electrical, structures, survey landscape, and geotechnical engineering.
- Provide engineering services including preliminary studies, public outreach, drawings, exhibits.
- Assist City staff in processing paperwork and/or Projects through Caltrans Local Assistance, Caltrans Permits, other Caltrans Departments, County of Los Angeles, Metro, and other agencies for federal and state funded projects.
- Review correspondence from state and federal permitting agencies that require response or action from City Public Works staff.
- Architecture and Landscape Architecture Services.
- City Engineer – Part-time staff augmentation

6.0 Consultant Qualifications
The selected consultant must have the following minimum qualifications:

A. Experience working with City Public Works Departments

B. State of California Professional Engineering, Civil Engineering, Traffic Engineering, Geotechnical Licenses

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

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and

incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

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

8.0 Evaluation Criteria

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 60%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills

ii. Reputation for integrity and competence – 20%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

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

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

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

determined that:

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

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

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

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Proposer a fair review and shall have up to ten (10) working days to review the protest and render its decision.

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

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

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

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

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and

agents" must be endorsed to the consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements may include the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200

(also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

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

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

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

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

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

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

received by the Consultant shall be used exclusively in connection with the performance of services.

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

19.0 Ex-Parte Communications

Proposer and propser's representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit proposers and their representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D- Sample of PSA

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-04 FOR CITYWIDE CUSTODIAL SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP No. 25-04) for citywide custodial services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing a Request for Proposals (RFP) for citywide custodial services (Attachment A). Once proposals are submitted and evaluated, staff will return for award of an agreement at a future City Council meeting. Appropriations are available for this service in the Fiscal Year 2024-25 budget since these services are currently provided. Depending on the final agreement awarded, Staff will recommend a budget amendment should service costs vary from current expenses. The FY 2024-25 budget will incorporate the annual expenses based on the new agreement.

BACKGROUND/DISCUSSION:

On November 24, 2020, the City issued RFP No. 21-20, seeking a contractor to provide Citywide Custodial Services. This includes providing a workforce of skilled custodians, materials, tools, equipment and transportation to perform custodial services at public facilities within the City of Montebello. The work described in RFP No. 21-20 was performed as a continuous and constant program throughout the proposed contract term.

At the January 27, 2021 City Council Meeting, Staff presented the results of the RFP. From the six (6) proposals that were received, Staff recommended that the City award the contract to Ultimate Maintenance Services based on their understanding of the scope of work, budget, proposed schedule, and other criteria. The contract (Agreement No. 3855) was for a term of three (3) years with the option of two additional, one-year extensions. The agreement was amended twice: Amendment No. 1 (November, 2021) increased the not-to-exceed amount; Amendment No. 2 (April, 2023) increased the not-to-exceed amount and extended the term of the agreement to January, 2025.

The purpose of RFP No. 25-04 (Attachment A) is to solicit proposals from qualified vendors to provide full-service custodial services in City facilities. Custodial services are vital to city functions because they ensure clean, safe, and sanitary environments for both employees and the public. This not only promotes public health and safety but also maintains the integrity and functionality of city facilities, enabling staff to work efficiently and effectively. A formal RFP is required to solicit responses for this specific service.

The RFP focuses on quality and consistency of services by requiring a minimum level of staffing, a minimum level of management, and a minimum cost for material and supplies to help contractors bid the job accurately. RFP No. 25-04 (Attachment A) will be published via Planetbids.com and other regularly used publications in order to solicit proposals from qualified vendors. The proposed timeline is as follows:

RFP ISSUED	September 26, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	October 15, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 22, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	Octobers 28, 2024
TENTATIVE CITY COUNCIL AWARD DATE	November 13, 2024
TENTATIVE NOTICE TO PROCEED START DATE - COMMENCE SERVICES	January 27, 2025

The RFP shall describe the service requested and provide the tasks required from the qualified vendor to submit a proposal. The time and location to submit proposals shall be placed within the RFP. Once proposals are submitted, reviewed and scored, staff will return to City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize issuing RFP No. 25-04 for citywide custodial services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP Montebello Citywide Custodial Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 - 04

Citywide Custodial Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Mandatory Site Walk: Wednesday, October 9, 2024, at 9 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

Citywide Custodial Services

PROPOSAL OWNER

City of Montebello – Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: croldan@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: James Coiner, Deputy Director of Public Works
Contact Phone: (323) 887- 1200
Contact E-Mail: jcoiner@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
Appendix C – Cost Proposal
Appendix D – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide citywide custodial services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Mandatory Site Walk **Wednesday, October 9, 2024, at 9:00 a.m. PST.**

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide citywide custodial services to various locations. The vendor will provide a workforce of company-bonded skilled custodians, materials, tools, equipment, and transportation to perform custodial services at various City facilities.

About the City of Montebello
Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Mandatory Site Walk: — Wednesday, October 9, 2024, 9 a.m.
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2024
- Notifications Sent to Vendors — Early/Mid-December 2024
- Award — January 2025

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to provide custodial services to various City locations.

The City recognizes the need for custodial services and is inviting qualified firms to submit proposals to maintain City facilities, buildings, and office spaces.

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

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing general custodial services to maintain the cleanliness and productivity of all citywide facilities. The vendor awarded through this RFP is expected to follow each

schedule and services below, excluding city observed holidays. Vendor is also expected to open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested).

All services listed below are to be performed on a daily, weekly, bi-weekly, or monthly basis, or as otherwise directed by the City:

General Cleaning Services:

- Empty all trashcans and other waste containers and replace bags.
- Dust and sanitize countertops
- Vacuum all carpet spaces
- Polish windows and glass surfaces
- Replace toilet paper and paper towels in restrooms
- Replace soap in dispensers
- Sanitize and mop all urinals, toilets, and restroom floors.
- Sanitize all doorknobs and doors
- Clean sinks
- Sweep all areas that do not have carpet
- Check all appliances are turned off
- Clean interior and exterior areas of microwaves and coffee pots
- Dust windows, baseboards, window blinds, and counters
- Clean the inside of refrigerators in kitchens/break rooms.
- Replace deodorizers in urinals
- Clean mirrors
- Clean and sanitize showers
- Dust and sanitize lockers
- Sanitize gym equipment
- Replace air fresheners
- Sanitize floor drains

Miscellaneous Services:

- Report bird nests, bee hives, graffiti, and other hazard conditions to public works department.
- Lock all entrance doors whenever necessary with area lights turned off.
- Do not distribute or review documents on desks, tables, offices, files, etc.
- Do not go through employees workspaces such as office drawers

Heavy Duty Cleaning Services:

- May be required to shampoo carpet
- Clean air vent diffusers
- Machine scrub tile floors in restrooms

- Strip and wax floors
- Steam power wash entire interior and exterior of restroom, cement slab near restroom entry and lavatories
- Clean grilles

Supplies For Transit Facility Needed:

- Vacuum to be supplied by contractor and maintained by contractor.
- Floor scrubbing equipment will be provided by City for floor scrubber and scrubbing/polish pads. Contractor shall order the appropriate pads (Scrub and Polish and shall ensure that contractors staff use the appropriate pads. Damage through negligence shall be contractor's responsibility to repair
- Brooms and Mops will be supplied by City
- Cleaning Supplies: City will supply; however, contractor is responsible for proper use of cleaning supplies. Use of incorrect cleaning supplies that cause damage to City property, shall be the burden of the Contractor to take corrective action to replace and or repair damage caused by Contractors Staff.
- Trash can liners: City shall provide and Contractor shall replace each evening in baskets and or trash cans that have been used.

All General Equipment and Supplies:
All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and no duplication of the keys shall be made.
All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

Locations to be Serviced:

1. **Locations**

FACILITY	ADDRESS	DAYS /HOURS	SQUARE FEET
Facilities to be serviced			
CITY HALL	1600 W BEVERLY BLVD	General Cleaning – 4x weekly Heavy Duty Cleaning – Periodic (Monday-Thursday after 9:00PM)	
ACUNA PARK	1700 W VICTORIA AVE	General Cleaning - 5x weekly Heavy Duty Cleaning-Periodic (Sunday-Thursday after 7:00PM)	6,052
ASHIYA PARK (Outside Restroom)	2700 W BEVERLY BLVD	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 2-6:00PM)	576
CITY PARK (Outside Restroom)	1300 W WHITTIER BLVD	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 2-6:00PM)	868
CITY PARK – GYMNASIUM & YOUTH CENTER	236 GERORGE HENSEL DR	General Cleaning - 7x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 2-6:00PM)	5184
CITY PARK – AUQATIC BUILDING (Upstairs)	1300 W OLYMPIC BLVD	General Cleaning – 2x Weekly Heavy Duty Cleaning – Periodic (Monday & Thursday 6-11:00 AM)	
CITY PARK – AUQATIC BUILDING (Downstairs)	1300 W OLYMPIC BLVD	General Cleaning – 2x Weekly Heavy Duty Cleaning – Periodic (Monday & Thursday 10:00 PM-7:00 AM)	
SENIOR CITIZEN CENTER	115 S TAYLOR AVE	General Cleaning - 7x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-10:00PM - 6:00AM & Saturday 12-4:00 AM)	13,168
GOLF COURSE MAINTENANCE BUILDING	984 BELLA VERDE DR	General Cleaning - 7x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 2-7:00AM)	1,405
GOLF COURSE (Bicknell Scout House)	850 BELLA VERDE DR	General Cleaning – 2x Weekly Heav Duty Cleaning-Periodic	1,575

		(Monday & Thursday 7-11:00 AM)	
GRANT REA PARK – RECREATION BUILDING & COMMUNITY ROOM	600 N REA DR	General Cleaning – 2x Weekly Heavy Duty Cleaning -Periodic (Monday & Friday 5-10:00AM)	1,000 1,488
GRANT REA PARK (10 Outside Restrooms)	600 N REA DR	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 3-7:00PM APR-OCT) (Monday-Sunday 2-6:00PM NOV-MAR)	
HOLIFIELD PARK	1600 S GRENNWOOD AVE	General Cleaning – 6x Weekly Heavy Duty Cleaning-Periodic (Monday-Friday 10:00PM-8:00AM)	2,500
HOLIFIELD PARK (Outside Restroom)	1060 S GREENWOOD AVE	General Cleaning – 14TAx weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 2-6:00PM)	520
POTERO HEIGHTS PARK	8051 ARROYO DR	General Cleaning – 2x Weekly Heavy Duty Cleaning-Periodic (Monday-Friday)	420
POTERO HEIGHTS PARK (Outside Restroom)	8051 ARROYO DR	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 2-6:00PM)	576
REGGIE RODRIGUEZ PARK – COMMUNITY CENTER	200 W MINES AVE	General Cleaning – 5x Weekly Heavy Duty Cleaning-Periodic (Monday-Friday 10:00PM-7:00AM)	2,500
REGGIE RODRIGUEZ PARK (Outside Restroom)	200 W MINES AVE	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM	576
SANCHEZ ADOBE PARK	946 ADOBE AVE	General Cleaning – 2x Weekly Heavy Duty Cleaning-Periodic (Monday & Friday 4-8:00AM)	6,160
SANCHEZ ADOBE PARK (Outside Restroom)	946 ADOBE AVE	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic	624

		(Monday-Sunday 4-8:00AM & 2-6:00PM)	
TAYLOR RANCH PARK (Outside Restroom)	737 N MONTEBELLO BLVD	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 3-7:00PM APR-OCT) (Monday-Sunday 2-6:00PM NOV-MAR)	576
TAYLOR RANCH PARK – RED BARN	737 N MONTEBELLO BLVD	General Cleaning – 1x Weekly Heavy Duty Cleaning-Periodic (Fridays 6:00AM-12:00PM)	2,700
TRANSPORTATION FACILITY	400 S TAYLOR AVE	General Cleaning – 7x Weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 2:30-Completion)	
METROLINK STATION PUBLIC RESTROOM	2000 W FLOTILLA ST	General Cleaning - 14x weekly Heavy Duty Cleaning-Periodic (Monday-Sunday 4-8:00AM & 3-7:00PM)	
POLICE DEPARTMENT	1600 W BEVERLY BLVD	General Cleaning -7x Weekly Heavy Duty Cleaning-Periodic (Monday-Sunday after 6:00PM)	
PUBLIC WORKS CORPORATE YARD – OFFICE BUILDING	311 S GREENWOOD AVE	General Cleaning -7x Weekly Heavy Duty Cleaning-Periodic (Monday-Thursday after 7:00PM)	

6.0 Vendor Qualifications

A. Experience in providing custodial services to high-security areas.

B. Experience managing cleaning services for multiple facilities

C. Knowledge of basic cleaning practices and procedures.

Background Check

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

7.0 Proposal submittal

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

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

8.0 Evaluation Criteria

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

   i. Qualifications as they relate to this project - 30%
      a. Thoroughness and understanding of the tasks to be completed
      b. Background and experience
      c. Knowledge of the City of Montebello and incorporation of City brand into design
      d. Experience of personnel assigned to the work
      e. Communication Skills

   ii. Reputation for integrity and competence – 10%
      a. Positive Reference Checks
      b. Work Samples

   iii. Proposed fees for services – 60%

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

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

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

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

   - The items to be procured are urgently required;

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

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

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

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

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

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

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

1185.

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

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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

Cancellation notice endorsements. Each policy must be endorsed to certify

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

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

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry,

mental/physical disabilities, sex, or religion of such persons.

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

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

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

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

19.0 Ex-Parte Communications
Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

Appendix D – References

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT (CP 924) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTISING AND REBIDDING THE PROJECT**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject all bids received for construction of the Rio Hondo River Access Improvement Project (CP 924) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City received nine bids for construction of the Rio Hondo River Access Improvement Project (CP 924) on September 11, 2024. Staff evaluated the bids, and all bids had cost estimates higher than the anticipated project budget of $545,905. The recommendation is to modify the scope of work and rebid the project. Approval of the recommended actions will allow staff to proceed with rebidding this capital project. Once the project is re-bid and Staff has an opportunity to evaluate the bids, a recommendation will be made at a future City Council meeting which will include a well-defined project budget.

BACKGROUND/DISCUSSION:

On August 14, 2024, the City Council authorized staff to advertise the Notice Inviting Bids (NIB) for the Project. The City Council's adoption of the Plans, Specifications and Engineer's Estimate (PS&E) provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable … for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body … or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved … ."

Staff adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

The NIB was published on August 16, 2024, in a newspaper of general circulation. The contract plans and specifications were accessible via PlanetBids and redistributed by several electronic media outlets that post the bid package on e-bid boards. In all, nine (9) bids were received, and the following is the bid tabulation:

	Contractors	**Total**
1	AL's Engineering, Inc.	$701,591.43
2	Metrocell Construction	$777,205.21
3	Deark E&C, Inc	$778,133.00
4	Estate Design and Construction Inc.	$798,880.00
5	Aguilar & Calderon Corporation	$855,594.05
6	C.S. Legacy Construction, Inc	$869,170.31
7	Voltaire Engineering	$957,004.34
8	Axiom Group	$1,239,142.21
9	MBC Enterprises Inc.	$1,378,948.61

Staff analyzed the bids received and after reviewing the proposals, the recommendation is to reject all bids since they all exceed the construction budget. The staff's recommendation is for the modification of the PS&E and to authorize staff to formally rebid the project. Below is a tentative bid schedule:

NIB Issued and Posted:	October 17 to November 20, 2024
Mandatory Job Walk:	October 30, 2024 at 11 a.m. at the Job Site
Request for Information (RFI)	November 5, 2024 at 12:00 p.m.
Bid Opening Date:	November 20, 2024 at 11:00 a.m.
Contract Awarded by City Council:	December 11, 2024

The bid advertisement will be consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 3.20.110 - Bidding procedure prescribed. With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the NIB to PlanetBids.

The City Clerk's Office shall publish the NIB and state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council approve rejection of all bids received for construction of the Rio Hondo Access Improvement Project (CP 924) in accordance with Public Contract Code Section 22038(a)(1); and authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and authorize staff to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

ATTACHMENT(S)

1. Attachment A - Rio Hondo AIP Bid Results

Rio Hondo AIP Estimate					Aguilar & Calderon Corportation		Al's Engineering Inc		Axom Group		C.S. Legacy Construction Inc		Deark E&C inc		Estate Design and Construction Inc		MBC Enterprises Inc		Metrocell		Voltaire Engineering	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL																							
A	PROJECT STARTUP																						
1	Mobilization	LS	1			$42,000.00	$42,000.00	$12,000.00	$12,000.00	$81,250.00	$81,250.00	$99,875.00	$99,875.00	$35,000.00	$35,000.00	$8,500.00	$8,500.00	$87,300.00	$87,300.00	$100,000.00	$100,000.00	$350,000.00	$350,000.00
2	Traffic Control	LS	1			$10,750.00	$10,750.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$17,390.00	$17,390.00	$20,000.00	$20,000.00	$8,500.00	$8,500.00	$64,170.00	$64,170.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
3	Implementation of BMPs	LS	1			$4,865.00	$4,865.00	$8,500.00	$8,500.00	$10,000.00	$10,000.00	$9,400.00	$9,400.00	$10,000.00	$10,000.00	$4,000.00	$4,000.00	$21,600.00	$21,600.00	$4,500.00	$4,500.00	$1,500.00	$1,500.00
4	Demolition of landscaping (site clear & grub)	SF	11329	$0.50	$5,664.50	$1.00	$11,329.00	$4.63	$52,453.27	$3.13	$35,459.77	$0.90	$10,196.10	$6.00	$67,974.00	$2.00	$22,658.00	$1.44	$16,313.76	$0.94	$10,649.26	$0.65	$7,363.85
5	Demolition of existing sign and footing	EA	1	$2,000.00	$2,000.00	$5,700.00	$5,700.00	$178.13	$178.13	$875.00	$875.00	$1,086.88	$1,086.88	$15,000.00	$15,000.00	$400.00	$400.00	$8,748.00	$8,748.00	$2,332.20	$2,332.20	$600.00	$600.00
6	Remove existing back flow, controller, and enclosure	EA	1	$1,000.00	$1,000.00	$5,500.00	$5,500.00	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$1,175.00	$1,175.00	$5,000.00	$5,000.00	$400.00	$400.00	$1,800.00	$1,800.00	$1,380.00	$1,380.00	$4,057.96	$4,057.96
7	Demo and remove existing tree/shrub	EA	1	$500.00	$500.00	$5,282.00	$5,282.00	$1,200.00	$1,200.00	$1,250.00	$1,250.00	$1,263.13	$1,263.13	$5,000.00	$5,000.00	$80.00	$80.00	$5,400.00	$5,400.00	$3,860.00	$3,860.00	$800.00	$800.00
8	Remove and demolish existing curb	LF	134	$10.00	$1,340.00	$45.50	$6,097.00	$10.69	$1,432.46	$25.00	$3,350.00	$13.64	$1,827.76	$40.00	$5,360.00	$18.00	$2,412.00	$41.40	$5,547.60	$31.00	$4,154.00	$8.00	$1,072.00
9	Remove and demolish existing irrigation systems	LF	131	$10.00	$1,310.00	$46.50	$6,091.50	$38.50	$5,043.50	$47.71	$6,250.01	$73.55	$9,635.05	$30.00	$3,930.00	$5.00	$655.00	$4.50	$589.50	$52.00	$6,812.00	$22.74	$2,978.94
10	Demo and remove existing storm curb drain	LF	25	$15.00	$375.00	$243.25	$6,081.25	$8.91	$222.75	$187.50	$4,687.50	$48.18	$1,204.50	$200.00	$5,000.00	$44.00	$1,100.00	$126.00	$3,150.00	$122.00	$3,050.00	$20.00	$500.00
11	Demo and remove existing sidewalk	SF	1825	$4.00	$7,300.00	$3.35	$6,113.75	$6.18	$11,278.50	$12.50	$22,812.50	$6.32	$11,534.00	$8.00	$14,600.00	$18.00	$32,850.00	$8.10	$14,782.50	$12.50	$22,812.50	$5.00	$9,125.00
12	Demo and remove existing asphalt paving	SF	25	$4.00	$100.00	$248.00	$6,200.00	$6.18	$154.50	$50.00	$1,250.00	$41.60	$1,040.00	$50.00	$1,250.00	$18.00	$450.00	$7.20	$180.00	$62.00	$1,550.00	$10.00	$250.00
13	Demo and remove existing concrete	SF	120	$4.00	$480.00	$49.00	$5,880.00	$6.18	$741.60	$11.25	$1,350.00	$14.79	$1,774.80	$15.00	$1,800.00	$44.00	$5,280.00	$3.60	$432.00	$13.00	$1,560.00	$12.00	$1,440.00
14	Misc. demo and haul off	SF	14397	$0.50	$7,198.50	$0.50	$7,198.50	$5.23	$75,296.31	$6.25	$89,981.25	$1.22	$17,564.34	$1.00	$14,397.00	$9.00	$129,573.00	$0.68	$9,789.96	$0.35	$5,038.95	$0.50	$7,198.50
15	Shade Structure Concrete foundation, incl. reinforcement	CY	2	$1,500.00	$3,000.00	$24,289.00	$48,578.00	$1,162.50	$2,325.00	$5,000.00	$10,000.00	$675.63	$1,351.26	$2,000.00	$4,000.00	$587.00	$1,174.00	$8,100.00	$16,200.00	$2,399.00	$4,798.00	$6,500.00	$13,000.00
	Including Lighting footing, incl. in lighting cost		1	$0.00		$0.00	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$880.00	$880.00	$9,000.00	$9,000.00	$0.00	$0.00	$0.00	$0.00
	Including Sign footing, incl. in sign cost		1	$0.00		$0.00	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$704.00	$704.00	$6,300.00	$6,300.00	$0.00	$0.00	$0.00	$0.00
16	Electronic billboard, 10mm pixel Watchfire LED Display	EA	1	$230,000.00	$230,000.00	$217,755.00	$217,755.00	$2,750.00	$2,750.00	$268,750.00	$268,750.00	$251,904.27	$251,904.27	$80,000.00	$80,000.00	$1,759.00	$1,759.00	$385,920.00	$385,920.00	$250,000.00	$250,000.00	$115,000.00	$115,000.00
17	8' Kay Park Recreation contour bench	EA	1	$2,650.00	$2,650.00	$2,140.00	$2,140.00	$680.00	$680.00	$4,375.00	$4,375.00	$3,172.50	$3,172.50	$3,000.00	$3,000.00	$550.00	$550.00	$7,290.00	$7,290.00	$2,349.00	$2,349.00	$2,800.00	$2,800.00
18	Wooden bike rest with concrete foundation	EA	1	$2,000.00	$2,000.00	$3,587.00	$3,587.00	$102.38	$102.38	$2,000.00	$2,000.00	$3,113.75	$3,113.75	$5,000.00	$5,000.00	$440.00	$440.00	$1,386.00	$1,386.00	$2,512.00	$2,512.00	$2,300.00	$2,300.00
19	14' x 16' shade shelter, 9'-10' tall	EA	1	$12,760.00	$12,760.00	$25,075.00	$25,075.00	$1,856.72	$1,856.72	$15,542.00	$15,542.00	$19,975.00	$19,975.00	$60,000.00	$60,000.00	$264.00	$264.00	$66,600.00	$66,600.00	$26,500.00	$26,500.00	$14,500.00	$14,500.00
20	Picnic table	EA	1	$1,590.00	$1,590.00	$5,615.00	$5,615.00	$714.10	$714.10	$2,500.00	$2,500.00	$4,112.50	$4,112.50	$5,000.00	$5,000.00	$273.00	$273.00	$7,380.00	$7,380.00	$2,650.00	$2,650.00	$4,280.00	$4,280.00
21	Horse hitching post with concrete foundation and subgrade	EA	2	$1,800.00	$3,600.00	$1,793.00	$3,586.00	$303.33	$606.66	$7,500.00	$15,000.00	$1,321.88	$2,643.76	$3,000.00	$6,000.00	$220.00	$440.00	$2,700.00	$5,400.00	$2,000.00	$4,000.00	$2,200.00	$4,400.00
22	Dual stream waste receptacle	EA	1	$2,160.00	$2,160.00	$2,140.00	$2,140.00	$681.05	$681.05	$4,375.00	$4,375.00	$3,466.25	$3,466.25	$3,000.00	$3,000.00	$800.00	$800.00	$7,830.00	$7,830.00	$2,400.00	$2,400.00	$2,800.00	$2,800.00
23	Horse mounting block with concrete foundation and subgrade	EA	2	$850.00	$1,700.00	$3,586.00	$7,172.00	$504.29	$1,008.58	$4,000.00	$8,000.00	$3,936.25	$7,872.50	$6,000.00	$12,000.00	$800.00	$1,600.00	$3,672.00	$7,344.00	$750.00	$1,500.00	$2,150.00	$4,300.00
24	Horse watering pole 6' with rock drainage layer	EA	1	$1,250.00	$1,250.00	$7,825.00	$7,825.00	$611.72	$611.72	$35,000.00	$35,000.00	$5,214.00	$5,214.00	$5,000.00	$5,000.00	$1,056.00	$1,056.00	$5,760.00	$5,760.00	$9,267.00	$9,267.00	$4,630.00	$4,630.00
25	Global industrial outdoor drinking fountain and bottle fill with concrete footing subgrade	EA	1	$3,000.00	$3,000.00	$10,250.00	$10,250.00	$2,256.04	$2,256.04	$20,000.00	$20,000.00	$7,110.00	$7,110.00	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$14,220.00	$14,220.00	$12,857.00	$12,857.00	$5,600.00	$5,600.00
26	Geotechnical survey during construction	SF	14397	$0.25	$3,599.25	$0.65	$9,358.05	$1.96	$28,218.12	$1.25	$17,996.25	$0.41	$5,902.77	$1.00	$14,397.00	$0.10	$1,439.70	$2.70	$38,871.90	$0.42	$6,046.74	$0.80	$11,517.60
27	Rough grading - scrape and recompact top 24" of soil	CY	1067	$25.00	$26,675.00	$24.00	$25,608.00	$91.43	$97,555.81	$150.00	$160,050.00	$47.13	$50,287.71	$32.00	$34,144.00	$3.00	$3,201.00	$27.00	$28,809.00	$24.00	$25,608.00	$40.00	$42,680.00
28	Earthwork - cut	CY	64	$30.00	$1,920.00	$216.00	$13,824.00	$91.43	$5,851.52	$118.75	$7,600.00	$121.17	$7,754.88	$70.00	$4,480.00	$5.00	$320.00	$144.00	$9,216.00	$68.00	$4,352.00	$50.00	$3,200.00
29	Earthwork - fill	CY	5	$55.00	$275.00	$1,150.00	$5,750.00	$47.50	$237.50	$118.75	$593.75	$305.50	$1,527.50	$220.00	$1,100.00	$5.00	$25.00	$1,800.00	$9,000.00	$580.00	$2,900.00	$140.00	$700.00
30	Hauloff excess soils	CY	59	$25.00	$1,475.00	$485.00	$28,615.00	$91.45	$5,395.55	$275.00	$16,225.00	$137.42	$8,107.78	$220.00	$12,980.00	$2.00	$118.00	$153.00	$9,027.00	$114.00	$6,726.00	$132.00	$7,788.00
31	Drainage swale grading	SF	652	$4.50	$2,934.00	$13.50	$8,802.00	$5.96	$3,885.92	$50.00	$32,600.00	$6.76	$4,407.52	$20.00	$13,040.00	$2.00	$1,304.00	$7.20	$4,694.40	$6.70	$4,368.40	$10.00	$6,520.00
32	Fiber roll 8" min. erosion limit line	LF	474	$7.00	$3,318.00	$15.50	$7,347.00	$7.67	$3,635.58	$25.00	$11,850.00	$15.62	$7,403.88	$15.00	$7,110.00	$14.00	$6,636.00	$18.00	$8,532.00	$5.00	$2,370.00	$9.50	$4,503.00
33	Protect inlet with sand gravel bags - 2 bags high, 18" long 12" wide	LF	39	$10.00	$390.00	$95.00	$3,705.00	$25.57	$997.23	$50.00	$1,950.00	$26.36	$1,028.04	$30.00	$1,170.00	$9.00	$351.00	$81.00	$3,159.00	$11.00	$429.00	$15.00	$585.00
34	Temp shoring and underming of adjacent soil and structure	SF	170	$50.00	$8,500.00	$152.00	$25,840.00	$17.00	$2,890.00	$100.00	$17,000.00	$53.91	$9,164.70	$30.00	$5,100.00	$44.00	$7,480.00	$144.00	$24,480.00	$27.00	$4,590.00	$9.00	$1,530.00
35	Stabilize decomposed granite - 12" sub grade, 4" decomposed granite	SF	2211	$4.00	$8,844.00	$4.50	$9,949.50	$16.20	$35,818.20	$5.00	$11,055.00	$4.70	$10,391.70	$6.00	$13,266.00	$103.35	$228,506.85	$7.20	$15,919.20	$4.80	$10,612.80	$4.60	$10,170.60
36	Unstabilize decomposed granite - 12" sub grade, 4" decomposed granite	SF	205	$3.50	$717.50	$8.50	$1,742.50	$16.20	$3,321.00	$10.00	$2,050.00	$9.40	$1,927.00	$6.00	$1,230.00	$12.00	$2,460.00	$14.40	$2,952.00	$9.60	$1,968.00	$14.75	$3,023.75
37	Concrete sidewalk, incl. joints	SF	1858	$20.00	$37,160.00	$15.00	$27,870.00	$9.37	$17,409.46	$12.50	$23,225.00	$22.01	$40,894.58	$15.00	$27,870.00	$9.00	$16,722.00	$18.00	$33,444.00	$12.00	$22,296.00	$11.00	$20,438.00
38	Asphalt concrete pavement	SF	25	$18.00	$450.00	$240.00	$6,000.00	$50.00	$1,250.00	$93.75	$2,343.75	$96.35	$2,408.75	$80.00	$2,000.00	$5.00	$125.00	$135.00	$3,375.00	$90.00	$2,250.00	$50.00	$1,250.00
39	Concrete repair/replacement (near powerpole)	SF	120	$25.00	$3,000.00	$62.00	$7,440.00	$6.18	$741.60	$12.50	$1,500.00	$26.44	$3,172.80	$40.00	$4,800.00	$22.00	$2,640.00	$18.00	$2,160.00	$12.00	$1,440.00	$15.00	$1,800.00
40	Landscape curb, 6"	LF	384	$26.00	$9,984.00	$27.00	$10,368.00	$20.46	$7,856.64	$35.00	$13,440.00	$56.30	$21,619.20	$30.00	$11,520.00	$18.00	$6,912.00	$50.40	$19,353.60	$33.60	$12,902.40	$46.00	$17,664.00
41	Irrigation sub meter	EA	1	$600.00	$600.00	$2,100.00	$2,100.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,350.00	$2,350.00	$2,200.00	$2,200.00	$200.00	$200.00	$3,600.00	$3,600.00	$2,400.00	$2,400.00	$2,994.56	$2,994.56
42	Irrigation controller	EA	1	$1,500.00	$1,500.00	$5,250.00	$5,250.00	$5,000.00	$5,000.00	$6,250.00	$6,250.00	$5,875.00	$5,875.00	$5,500.00	$5,500.00	$176.00	$176.00	$9,000.00	$9,000.00	$6,000.00	$6,000.00	$8,751.78	$8,751.78
43	Irrigation backflow prevention assembly	EA	1	$6,000.00	$6,000.00	$10,500.00	$10,500.00	$10,000.00	$10,000.00	$12,500.00	$12,500.00	$11,750.00	$11,750.00	$11,000.00	$11,000.00	$350.00	$350.00	$18,000.00	$18,000.00	$12,000.00	$12,000.00	$12,226.83	$12,226.83
44	Domestic backflow prevention assembly	EA	1	$6,000.00	$6,000.00	$13,125.00	$13,125.00	$12,500.00	$12,500.00	$15,625.00	$15,625.00	$1,175.00	$1,175.00	$13,500.00	$13,500.00	$352.00	$352.00	$22,500.00	$22,500.00	$15,000.00	$15,000.00	$13,595.48	$13,595.48
45	Master valve	EA	1	$2,500.00	$2,500.00	$1,050.00	$1,050.00	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$1,175.00	$1,175.00	$1,100.00	$1,100.00	$176.00	$176.00	$1,800.00	$1,800.00	$1,200.00	$1,200.00	$3,362.45	$3,362.45
46	Manifold ball valve	EA	3	$500.00	$1,500.00	$336.00	$1,008.00	$424.00	$1,272.00	$400.00	$1,200.00	$376.00	$1,128.00	$350.00	$1,050.00	$22.00	$66.00	$576.00	$1,728.00	$384.00	$1,152.00	$1,937.20	$5,811.60
47	Mainline isolation ball valve	EA	4	$500.00	$2,000.00	$472.00	$1,888.00	$623.13	$2,492.52	$562.00	$2,248.00	$528.75	$2,115.00	$490.00	$1,960.00	$44.00	$176.00	$810.00	$3,240.00	$540.00	$2,160.00	$1,645.01	$6,580.04
48	Electric remote control valve	EA	2	$500.00	$1,000.00	$525.00	$1,050.00	$500.00	$1,000.00	$625.00	$1,250.00	$587.50	$1,175.00	$550.00	$1,100.00	$44.00	$88.00	$900.00	$1,800.00	$900.00	$1,800.00	$1,595.18	$3,190.36
49	Drip remote valve	EA	4	$500.00	$2,000.00	$546.00	$2,184.00	$520.00	$2,080.00	$650.00	$2,600.00	$611.00	$2,444.00	$570.00	$2,280.00	$44.00	$176.00	$936.00	$3,744.00	$624.00	$2,496.00	$1,067.97	$4,271.88
50	Flush valve	EA	7	$100.00	$700.00	$74.00	$518.00	$110.93	$776.51	$87.50	$612.50	$82.25	$575.75	$77.00	$539.00	$18.00	$126.00	$126.00	$882.00	$72.00	$504.00	$187.08	$1,309.56
51	Air vacuum relief valve	EA	6	$40.00	$240.00	$74.00	$444.00	$114.30	$685.80	$87.50	$525.00	$82.25	$493.50	$77.00	$462.00	$18.00	$108.00	$126.00	$756.00	$84.00	$504.00	$215.25	$1,291.50
52	Drip operation indicator	EA	6	$12.00	$72.00	$32.00	$192.00	$80.00	$480.00	$37.50	$225.00	$35.25	$211.50	$33.00	$198.00	$14.00	$84.00	$54.00	$324.00	$36.00	$216.00	$115.94	$695.64
53	Tree bubbler system	EA	11	$180.00	$1,980.00	$84.00	$924.00	$80.00	$880.00	$100.00	$1,100.00	$94.00	$1,034.00	$88.00	$968.00	$31.00	$341.00	$144.00	$1,584.00	$96.00	$1,056.00	$456.80	$5,024.80
54	Quick coupling valve	EA	2	$45.00	$90.00	$336.00	$672.00	$320.00	$640.00	$400.00	$800.00	$376.00	$752.00	$350.00	$700.00	$22.00	$44.00	$576.00	$1,152.00	$198.00	$396.00	$907.71	$1,815.42
55	Drip to PVC line transition fittings	EA	11	$16.00	$176.00	$31.50	$346.50	$31.88	$350.68	$37.50	$412.50	$35.25	$387.75	$33.00	$363.00	$5.00	$55.00	$54.00	$594.00	$36.00	$396.00	$118.01	$1,298.11
56	Irrigation main line, 1-1/2"	LF	157	$25.00	$3,925.00	$17.00	$2,669.00	$58.00	$9,106.00	$20.00	$3,140.00	$18.80	$2,951.60	$18.00	$2,826.00	$2.00	$314.00	$28.80	$4,521.60	$19.20	$3,014.40	$110.55	$17,356.35
57	Irrigation main line, 2"	LF	30	$30.00	$900.00	$17.00	$510.00	$81.40	$2,442.00	$20.00	$600.00	$18.80	$564.00	$17.00	$510.00	$3.00	$90.00	$28.80	$864.00	$19.20	$576.00	$504.46	$15,133.80
58	Irrigation lateral line	LF	294	$8.50	$2,499.00	$6.50	$1,911.00	$40.82	$12,001.08	$7.50	$2,205.00	$7.05	$2,072.70	$6.50	$1,911.00	$1.00	$294.00	$10.80	$3,175.20	$7.20	$2,116.80	$23.90	$7,026.60
59	Copper piping, 1" UG	LF	139	$50.00	$6,950.00	$32.00	$4,448.00	$34.10	$4,739.90	$37.50	$5,212.50	$88.51	$12,302.89	$33.00	$4,587.00	$7.00	$973.00	$54.00	$7,506.00	$36.00	$5,004.00	$47.38	$6,585.82
60	Irrigation wire	LF	350	$25.00	$8,750.00	$1.50	$525.00	$2.06	$721.00	$1.88	$658.00	$1.76	$616.00	$1.60	$560.00	$1.00	$350.00	$2.70	$945.00	$1.80	$630.00	$8.92	$3,122.00
61	Irrigation wire conduit	LF	150	$30.00	$4,500.00	$6.50	$975.00	$8.18	$1,227.00	$6.50	$1,125.00	$7.05	$1,057.50	$6.50	$975.00	$1.00	$150.00	$10.80	$1,620.00	$7.20	$1,080.00	$15.21	$2,281.50
62	Pipe Sleeve	LF	187	$75.00	$14,025.00	$21.00	$3,927.00	$30.68	$5,737.16	$25.00	$4,675.00	$23.50	$4,394.50	$22.00	$4,114.00	$1.00	$187.00	$36.00	$6,732.00	$24.00	$4,488.00	$9.65	$1,804.55
63	Subsurface drip irrigation area	SF	3828	$2.64	$10,105.92	$2.50	$9,570.00	$5.45	$20,862.60	$2.94	$11,254.32	$2.76	$10,565.28	$3.00	$11,484.00	$2.00	$7,656.00	$4.23	$16,192.44	$2.83	$10,833.24	$2.24	$8,574.72
64	Soil preparation for planting	SF	5440	$1.50	$8,160.00	$0.85	$4,624.00	$4.84	$26,329.60	$1.00	$5,440.00	$0.94	$5,113.60	$0.90	$4,896.00	$1.00	$5,440.00	$1.44	$7,833.60	$0.96	$5,222.40	$1.97	$10,716.80
65	3" minimum layer of bark mulch in planting areas	SF	5440	$2.50	$13,600.00	$1.00	$5,440.00	$4.66	$25,350.40	$1.25	$6,800.00	$1.18	$6,419.20	$1.00	$5,440.00	$44.00	$239,360.00	$1.80	$9,792.00	$1.20	$6,528.00	$1.52	$8,268.80
66	Trees, CHI TAS, Pink dawn chitalpa tree, 24" box	EA	2	$900.00	$1,800.00	$820.00	$1,640.00	$780.00	$1,560.00	$975.00	$1,950.00	$916.50	$1,833.00	$858.00	$1,716.00	$220.00	$440.00	$1,404.00	$2,808.00	$936.00	$1,872.00	$575.00	$1,150.00
67	Shrub, AGA ATT, foxtail agave 15 gal	EA	9	$200.00	$1,800.00	$95.00	$855.00	$90.00	$810.00	$112.50	$1,012.50	$105.75	$951.75	$99.00	$891.00	$9.00	$81.00	$162.00	$1,458.00	$108.00	$972.00	$125.00	$1,125.00
68	Shrub, ALO STR, Coral aloe 1 gal	EA	58	$30.00	$1,740.00	$12.00	$696.00	$55.09	$3,195.22	$13.75	$797.50	$12.93	$749.94	$12.00	$696.00	$18.00	$1,044.00	$19.80	$1,148.40	$13.20	$765.60	$18.75	$1,087.50
69	Shrub, ERI FAS, Warriner lytle buckwheat 1 gal	EA	78	$30.00	$2,340.00	$12.00	$936.00	$120.00	$9,360.00	$13.75	$1,072.50	$12.93	$1,008.54	$12.00	$936.00	$18.00	$1,404.00	$19.80	$1,544.40	$13.20	$1,029.60	$13.80	$1,076.40
70	Shrub, MUH CAP, Pink cloud pink muhly grass 1 gal	EA	97	$30.00	$2,910.00	$10.00	$970.00	$80.00	$7,760.00	$12.50	$1,212.50	$11.75	$1,139.75	$11.00	$1,067.00	$18.00	$1,746.00	$18.00	$1,746.00	$12.00	$1,164.00	$18.75	$1,818.75
71	Ground covers, CAR WST, Berkeley sedge 1 gal	EA	56	$30.00	$1,680.00	$10.00	$560.00	$29.66	$1,660.96	$12.50	$700.00	$11.75	$658.00	$11.00	$616.00	$9.00	$504.00	$18.00	$1,008.00	$12.00	$672.00	$16.25	$910.00
72	Ground covers, JUN ELK, Spreading rush 1 gal	EA	42	$30.00	$1,260.00	$11.00	$462.00	$45.00	$1,890.00	$13.75	$577.50	$12.93	$543.06	$12.00	$504.00	$9.00	$378.00	$19.80	$831.60	$13.20	$554.40	$18.25	$766.50
73	Miscellaneous landscape scope incl. 90-day maintenance, plant material unloading/handling, and preparation	EA	5440	$1.50	$8,160.00	$1.60	$8,704.00	$8.50	$46,240.00	$1.88	$10,227.20	$1.76	$9,574.40	$1.65	$8,976.00	$1.00	$5,440.00	$2.70	$14,688.00	$1.80	$9,792.00	$1.20	$6,528.00
74	Gravel filled trench and filter fabric at drainage swale	SF	652	$2.25	$1,467.00	$15.00	$9,780.00	$15.00	$9,780.00	$4.50	$2,934.00	$4.23	$2,757.96	$20.00	$13,040.00	$14.00	$9,128.00	$6.48	$4,224.96	$4.70	$3,064.40	$10.00	$6,520.00
75	Stone cobble	SF	704	$6.00	$4,224.00	$4.00	$2,816.00	$7.24	$5,096.96	$4.69	$3,301.76	$4.41	$3,104.64	$15.00	$10,560.00	$2.00	$1,408.00	$6.75	$4,752.00	$4.90	$3,449.60	$9.00	$6,336.00
76	6" HDPE pipe end section	EA	1	$3,000.00	$3,000.00	$4,086.00	$4,086.00	$57.38	$57.38	$3,750.00	$3,750.00	$2,467.50	$2,467.50	$1,000.00	$1,000.00	$27.00	$27.00	$630.00	$630.00	$1,100.00	$1,100.00	$700.00	$700.00
77	Storm drain line - 4" perforated pipe at Swale	LF	165	$90.00	$14,850.00	$45.50	$7,507.50	$49.10	$8,101.50	$6.25	$1,031.25	$5.88	$970.20	$40.00	$6,600.00	$2.00	$330.00	$9.00	$1,485.00	$17.00	$2,805.00	$40.00	$6,600.00
78	Drain line from drinking fountain, drain pipe	LF	40	$90.00	$3,600.00	$322.00	$12,880.00	$28.65	$1,146.00	$50.00	$2,000.00	$61.69	$2,467.60	$40.00	$1,600.00	$27.00	$1,080.00	$216.00	$8,640.00	$72.00	$2,880.00	$60.00	$2,400.00
79	Storm drain line - 4" pipe at sidewalk	LF	30	$90.00	$2,700.00	$422.00	$12,660.00	$49.10	$1,473.00	$150.00	$4,500.00	$43.08	$1,292.40	$60.00	$1,800.00	$3.00	$90.00	$324.00	$9,720.00	$10.00	$300.00	$31.00	$930.00
80	Panelboard - 120/240v, 1 PH, 100A incl. meter	EA	1	$6,000.00	$6,000.00	$8,500.00	$8,500.00	$4,462.50	$4,462.50	$7,500.00	$7,500.00	$11,618.40	$11,618.40	$10,000.00	$10,000.00	$440.00	$440.00	$1,080.00	$1,080.00	$4,732.00	$4,732.00	$5,500.00	$5,500.00
81	Pole mounted LED light, 16' H - 170W, single head, incl. footing	EA	2	$6,500.00	$13,000.00	$4,250.00	$8,500.00	$2,677.50	$5,355.00	$15,000.00	$30,000.00	$9,864.13	$19,728.26	$12,000.00	$24,000.00	$1,500.00	$3,000.00	$4,140.00	$8,280.00	$1,500.00	$3,000.00	$5,500.00	$11,000.00
82	24" x 30" x depth underground pullbox	EA	2	$1,500.00	$3,000.00	$5,250.00	$10,500.00	$255.00	$510.00	$2,250.00	$4,500.00	$7,784.38	$15,568.76	$500.00	$1,000.00	$440.00	$880.00	$198.00	$396.00	$2,538.00	$5,076.00	$1,800.00	$3,600.00
83	J-box	EA	2	$3,500.00	$7,000.00	$1,500.00	$3,000.00	$114.75	$229.50	$1,125.00	$2,250.00	$2,115.00	$4,230.00	$500.00	$1,000.00	$88.00	$176.00	$126.00	$252.00	$2,171.00	$4,342.00	$1,000.00	$2,000.00
84	UG Feeders - 3/4" Conduit w/ 2 #12 & 1 #12 wire incl. trench and backfill	LF	93	$70.00	$6,510.00	$43.00	$3,999.00	$6.82	$634.26	$75.00	$6,975.00	$67.78	$6,303.54	$70.00	$6,510.00	$5.00	$465.00	$324.00	$30,132.00	$47.00	$4,371.00	$40.00	$3,720.00
85	UG Feeders - 3/4" Conduit w/ 2 #8 & 1 #10 wire incl. trench and backfill	LF	96	$60.00	$5,760.00	$26.00	$2,496.00	$10.10	$969.60	$112.50	$10,800.00	$71.21	$6,836.16	$80.00	$7,680.00	$12.50	$1,200.00	$342.00	$32,832.00	$49.00	$4,704.00	$60.00	$5,760.00
86	UG Feeders - 1-1/2" Conduit w/ 3 #1/0 & 1 #6 GND wire incl. trench and backfill	LF	294	$95.00	$27,930.00	$45.00	$13,230.00	$38.58	$11,342.52	$175.00	$51,450.00	$72.67	$21,364.98	$100.00	$29,400.00	$13.00	$3,822.00	$381.60	$112,190.40	$62.00	$18,228.00	$110.00	$32,340.00
87	UG Feeders - 1" Conduit w/ 2 #4 & 1 #8 GND wire incl. trench and backfill.	LF	38	$85.00	$3,230.00	$132.00	$5,016.00	$19.35	$735.30	$150.00	$5,700.00	$115.83	$4,401.54	$100.00	$3,800.00	$11.21	$425.98	$414.00	$15,732.00	$51.00	$1,938.00	$85.00	$3,230.00
				GRAND TOTAL =	$623,953.67	GRAND TOTAL =	$850,674.05	GRAND TOTAL =	$675,201.35	GRAND TOTAL =	$1,239,236.31	GRAND TOTAL =	$874,670.31	GRAND TOTAL =	$778,133.00	GRAND TOTAL =	$798,879.53	GRAND TOTAL =	$1,378,891.02	GRAND TOTAL =	$763,975.69	GRAND TOTAL =	$957,055.30

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4218 WITH NEOGOV FOR HUMAN RESOURCES INFORMATION SOFTWARE SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute a four (4) year Professional Services Agreement (No. 4218) with NEOGOV for Human Resources Information Software Services for a total not-to-exceed amount of $224,682 over the four (4) year term; and
2. Authorize the City Manager to execute Professional Services Agreement No. 4218; and
3. Approve an exception to procurement of the professional services through Montebello Municipal Code Section 3.21.025(B) - Conformance with Bidding Procedures; and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The professional services agreement with NEOGOV would have a four (4) year term, expiring on June 30, 2028. The total (four-year) not-to-exceed amount would be $224,682, with the following Fiscal Year breakdown:

Fiscal Year	Amount
2024-25	$28,228

2025-26	$59,545
2026-27	$66,300
2027-28	$70,609
Total	**$224,682**

Funds for the agreement are budgeted in the Human Resources Department's operating budget, Account No. 100-25-250-6010.40 (General Fund, Human Resources, Administration, Other Contract Services) for FY 2024-25. Future Fiscal Year funding will be included in the proposed budgets presented for City Council consideration.

Staff is recommending approval of Professional Services Agreement No. 4218 (Attachment A) by utilizing Montebello Municipal Code Section 3.21.025(B) - Conformance with Bidding Procedures: "when the professional/special services needed can be obtained from one source only." NEOGOV offers a unique suite of services that the City has been utilizing for the past seven years, allowing for Human Resources staff to post job openings, screen applicants, schedule interviews and other related hiring tasks. Furthermore, Human Resources staff have recently expanded the use of NEOGOV to employee performance evaluations, onboarding, benefits management and other essential services.

BACKGROUND/DISCUSSION:

The Human Resources Department has been utilizing NEOGOV services for the last seven (7) years to support the City's recruitment and Human Resources management needs. NEOGOV is a leading provider of human resources software solutions for the public sector, helping organizations streamline their hiring processes and manage employee data effectively.

The prior agreement with NEOGOV expired on August 31, 2024. The new agreement with NEOGOV would ensure continuity in the City's Human Resources operations, provide access to new features and improvements, and lock in annual rates. The proposed agreement with NEOGOV includes the following key components and enhancements:

1. Enhanced Recruitment Module:

- Streamlined job posting and application processes.
- Improved candidate tracking and communication tools.
- Advanced reporting and analytics capabilities.

2. Onboarding Solution:

- Automated new hire paperwork and workflows.
- Digital onboarding checklists and task assignments.

- Integration with existing Human Resources systems for seamless data transfer.

3. Performance Management:

- Tools for setting and tracking employee goals and objectives.
- Performance review templates and automated reminders.
- Analytics for identifying top performers and areas for improvement.

4. Learning Management System:

- Online training and development courses.
- Tracking of employee certifications and training progress.
- Customizable training programs to meet specific departmental needs.

5. Employee Self-Service Portal:

- Employees can update personal information, view pay stubs, and manage benefits.
- Improved communication between Human Resources and employees through a centralized platform.

The proposed NEOGOV professional services agreement (Attachment A) would provide the City with continued access to a comprehensive and efficient Human Resources management solution, helping to improve the City's recruitment processes, streamline Human Resources operations, and enhance employee experience. Approval of the agreement will ensure that the City continues to attract and retain top talent while managing Human Resources functions effectively.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of Professional Services Agreement No 4218 (Attachment A) between the City of Montebello and NEOGOV. Approval of the agreement would provide the City with ongoing access to the tools and resources offered by NEOGOV through June 30, 2028, while locking in competitive pricing with a four year not-to-exceed

amount of $224,682.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4218 - NEOGOV

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4218
WITH GOVERNMENTJOBS, INC. dba NEOGOV

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 23, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **GOVERNMENTJOBS, INC. dba NEOGOV,** (the "CONTRACTOR"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to assist CITY by providing software equipped with human resources recruitment functions; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to preform such services by virtue of its experience and the training, education and expertise of its principles and employees; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to preform 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 the CITY has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated August 23, 2024, attached hereto as **Exhibit "A"**
c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the parties.

C. The CONSULTANT shall be compensated at a sum not-to-exceed **Two Hundred Twenty-Four Thousand, Six Hundred Eighty-One And Fifty-Four Cents ($392,320.02)** over the three-year (3-year) term (the Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A".** The CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. <u>TERM.</u>

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2030, unless terminated earlier as hereinafter provided.

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

SECTION 4. <u>PERFORMANCE.</u>

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

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

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

supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subconsultants 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 the CONTRACTOR.

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

SECTION 5. <u>WORK PRODUCT.</u>

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

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

SECTION 6. <u>EXTRA SERVICES.</u>

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

SECTION 7. <u>CITY SUPERVISION.</u>

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

SECTION 8. <u>TERMINATION.</u>

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.

<u>Termination:</u>. The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the COTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had

completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR or SUBCONTRACTOR during the term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in

termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

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

SECTION 13. <u>LEGAL RESPONSIBILITIES.</u>

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

SECTION 14. <u>INDEMNIFICATION.</u>

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

SECTION 15. <u>INSURANCE COVERAGE.</u>

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

Commercial General Liability (CGL): Insurance Services Office Form CG

00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

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

Professional Liability insurance appropriate to the CONTRACTOR’s profession, with limit no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days’ prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR’s expense, the premium thereon.

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

City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.
Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees,

assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability
of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 22. <u>NOTICE.</u>

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Contractor:	Governmentjobs, Inc. dba NEOGOV. Alex Chun, CFO 2122 Park Pl, Suite 100 El Segundo, CA 90245 (888)636-4681

Email: achun@neogov.net

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")

CITY OF MONTEBELLO

_____
Raul Alvarez, City Manager

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Scope of Services and Associated Cost

EXHIBIT A

NEOGOV™

NEOGOV ORDER FORM			
NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Montebello, City of (CA) 1600 W. Beverly Blvd Montebello, CA 90640	
Quote Creation Date:	08/23/2024	Contact Name:	Amanda Jaramillo
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	ajaramillo@cityofmontebello.com
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE:
Subscription Start Date: 09/15/2024			
Subscription Term (months): 46			

Fee Summary		
Service Description	**Term**	**Term Fees**
Onboard Subscription (ON)	09/15/2024 - 09/14/2025	$12,156.34
New Hire Integration	09/15/2024 - 09/14/2025	$1,842.50
Perform Subscription (PE)	11/17/2024 - 06/30/2025	$14,228.82
	2024 - 2025 Total:	**$28,227.66**
Insight Enterprise Subscription (IN)	06/27/2025 - 06/30/2025	$176.78
Insight Enterprise Subscription (IN)	07/01/2025 - 06/30/2026	$17,179.94
GovernmentJobs.com Subscription (GJC)	06/27/2025 - 06/30/2025	$29.31
GovernmentJobs.com Subscription (GJC)	07/01/2025 - 06/30/2026	$2,848.72
Employee Import	07/01/2025 - 06/30/2026	$3,752.02
Perform Subscription (PE)	07/01/2025 - 06/30/2026	$24,473.88
Onboard Subscription (ON)	09/15/2025 - 06/30/2026	$9,625.16
New Hire Integration	09/15/2025 - 06/30/2026	$1,458.86
	2025 - 2026 Total:	**$59,544.67**
Insight Enterprise Subscription (IN)	07/01/2026 - 06/30/2027	$18,296.64
GovernmentJobs.com Subscription (GJC)	07/01/2026 - 06/30/2027	$3,033.88
Employee Import	07/01/2026 - 06/30/2027	$3,995.90
Onboard Subscription (ON)	07/01/2026 - 06/30/2027	$12,946.50
New Hire Integration	07/01/2026 - 06/30/2027	$1,962.26
Perform Subscription (PE)	07/01/2026 - 06/30/2027	$26,064.68
	2026 - 2027 Total:	**$66,299.86**
Insight Enterprise Subscription (IN)	07/01/2027 - 06/30/2028	$19,485.92
GovernmentJobs.com Subscription (GJC)	07/01/2027 - 06/30/2028	$3,231.08
Employee Import	07/01/2027 - 06/30/2028	$4,255.63
Onboard Subscription (ON)	07/01/2027 - 06/30/2028	$13,788.02
New Hire Integration	07/01/2027 - 06/30/2028	$2,089.81
Perform Subscription (PE)	07/01/2027 - 06/30/2028	$27,758.89
	2027 - 2028 Total:	**$70,609.35**
	Total:	**$224,681.54**

NEOGOV™

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Signature: _____ Print Name: Date:	

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-02 FOR CITYWIDE GRANT WRITING SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing a Request for Proposal (RFP No. 25-02) to solicit proposals from qualified firms for citywide grant writing and management services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing this Request for Proposal (RFP No. 25-02). Once proposals are submitted and evaluated, staff will return with a recommendationto to award an agreement to provide such services and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

Over the last several fiscal years, the City has been successful in numerous grant awards across departments – Fire, Public Works, Parks and Recreation, etc – amounting to several millions of dollars made available for various programs, equipment and services. The Fire Department currently utilizes a firm for their grant award and management needs (i.e., Blais & Associates). The professional services agreement with that firm is specific to Fire's needs and budget, and was recently extended through June 30, 2026..

As staff in other departments look to find grant funding opportunities, it has become

necessary to engage with an additional firm (or firms) to provide citywide grant writing and management services. Fire will continue with its successful grant writing relationship with Blais and Associates while additional resources are added to assist other departments in seeking grant funding for their specific needs.

The following is a tentative schedule for the RFP process:

Release of RFP	Thursday, September 26, 2024
Deadline for Questions	Tuesday, October 15, 2024 at 11 am PDT
Proposal Due Date	Monday, October 28, 2024 at 11 am PDT
City Review of Submissions	Mid-November, 2024
City Council Recommendation of Award	January 2025

The RFP shall describe the services requested and provide the tasks required from the qualified firms to submit a proposal. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFP No. 25-02 to solicit proposals for citywide grant writing services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP No. 25-02 - Citywide Grant Writing Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 02

Citywide Grant Writing Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

Citywide Grant Writing Services As-Needed

PROPOSAL OWNER

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

PROPOSAL CONTACT

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

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
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1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide grant writing and grant administration services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide grant writing and grant administration services. The goal is to have the consultant aid in research and identifying potential grant opportunities for the City.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2024
- Notifications Sent to Vendors — Early/Mid-December2024
- Award — January 2025

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with identifying potential grant opportunities and completing the research required to apply for grants.

It is the city's intention to apply for grants that can provide supplementary funding for projects and services. By doing so, there will be an alleviation to utilizing additional budgetary resources. By aiding the city in procuring various grant opportunities, additional projects can move forward to serve the community.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor. The city may opt to award multiple vendors for grant writing services.

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing general grant writing services associated with the completion and submission

of grant applications, and assisting with, completing, and submitting any necessary follow-up reports required for the reporting and evaluation phase of awarded grants. Grant management services, such as technical, administrative, tracking, training support, and other related services.

The selected Grant Writing Services provider will provide prompt professional grant writing and management services, on an "on-call", as needed, basis for all assigned projects providing the following:

- Developing overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project;
- Providing the Department project manager with a list of stakeholders that will need to be contacted and any relevant information required;
- Taking the lead in scheduling meetings, bringing together stakeholders, and obtaining relevant information from multiple stakeholders;
- Ensuring that all required components of the proposal are included in the submission, ensuring adherence to grant evaluation criteria;
- Providing budget guidance and justifications in alignment with City policies and personnel guidelines and in conformance with grant solicitation requirements;
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to Department final review and submittal to the funder;
- Organizing facts, data, statistics, and narratives collected and written as part of assigned projects and making those items available to the Department for future use;
- Regularly providing the Department with a grants forecast and timely suggestions of which grants to pursue based on the priorities of the Fire Chief and other City needs, interests, and capacity; and

- Providing grant administration and reporting services to assist with, complete, and submit any required reporting or evaluation period so staff does not fall behind with these mandates.
- Maintain records of all the documentation submitted to any outside agency for reimbursement, budget modifications and justifications.
- Assist in preparing monthly, quarterly, bi-annual and annual reports.
- Responding to any requests for audit information by any source and assisting with preparing a response to any audit of the costs associated with the Department's grant projects.

6.0 Vendor Qualifications
The selected vendor must have the following minimum qualifications:

A. Experience working with safety departments such as Police and Fire.

B. Demonstrate a proven record of success rate in grant funding awards

C. Specialty in health, mental health, community outreach and prevention, emergency management, fire services, and other topics related to public safety grants is preferred.

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

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

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

8.0 Evaluation Criteria

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

   i. Qualifications as they relate to this project - 65%
      a. Thoroughness and understanding of the tasks to be completed
      b. Background and experience
      c. Knowledge of the City of Montebello
      d. Experience of personnel assigned to the work
      e. Communication Skills

   ii. Reputation for integrity and competence – 15%
      a. Positive Reference Checks
      b. Work Samples

   iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more vendors, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those vendors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

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

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

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

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

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

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

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

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

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation. City reserves the right to award any, all, or a portion of the Scope of Services to one or more qualified proposers.

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8

(hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements may include the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history
- Any other state or federal regulations that may be applicable under the corresponding grant program

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

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

D. **Conduct:** No person(s) shall be employed for this work that is found to be

incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

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

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

19.0 Ex-Parte Communications

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This

requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-05 FOR ON-CALL BUILDING PLAN CHECK, BUILDING INSPECTION AND PLANNING CONSULTING SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 25-05 for on-call building plan check, building inspections and planning consulting services; and
2. Take such additional, related action(s) that may be desirable.

FISCAL IMPACT:

Issuing this RFP will not have any fiscal impact. At this point, the exact cost of service is unknown. Once the selection process is complete, staff will return to City Council requesting approval of a professional services agreement pursuant to the Montebello Municipal Code Chapter 3.20 et seq.

BACKGROUND/DISCUSSION:

The City of Montebello currently contracts with Transtech Engineers Inc., to provide on-call Building and Safety Services pursuant to Master Retainer Agreement No. 3921 (the "Agreement"). The Agreement is scheduled to expire on October 18, 2024. The Agreement was originally processed and approved under the Public Works Department along with engineering services under a bench system. On August 1, 2023, the Building and Safety Division was transferred from Public Works to the Planning and Community Development, resulting in the bifurcation of services originally approved under the management of the Public Works Department.

Subsequent to the approval of the Agreement, the Community Development Department has experienced a significant increase in requests for administrative permits associated with construction activities citywide, resulting in increased demand from the Building and Safety Division, many of which require plan check review. These plan checks often result in corrections, prompting numerous questions from developers and residents. However, without dedicated on-call support services available to address these requests and inquiries, the permitting process would be significantly impacted.

Additionally, the City only has one in-house building inspector, which can be challenging when construction activity fluctuates requiring additional staffing hours causing a strain on existing resources. Currently, the deputy building official (contractor) is on-site twice a week, from 9:00 AM to 12:00 PM, which creates challenges to meet the growing demand for services in a timely and efficient manner in an effort to provide the best customer service.

In response to these challenges, the City is issuing this RFP No. 25-05 to seek a qualified consultant who can provide essential services, as noted in the RFP (Attachment A), on an on-call basis. The goal is to properly procure a new contract to provide the highest level of services to residents, stakeholders, and all those doing business in the City of Montebello while staying competitive with the market.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Section 15061(b)(3), the project is considered covered by the commonsense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The solicitation of proposals pursuant to the Montebello Municipal Code for building plan check, building inspection, and planning consultant services does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions proposed in the RFP process is not considered a "project" under CEQA Guidelines Section 15378 in that there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

ANALYSIS:

The selected consultant must have experience providing similar services to municipalities within the last five (5) years and must have no outstanding or pending complaints with the Better Business Bureau or the State of California Department of Consumer Affairs. Strong communication skills and the ability to engage with various stakeholders are also critical. The consultant must demonstrate the administrative and fiscal capability to provide and manage the services and be skilled at identifying issues that may require City Council's attention.

This RFP will help ensure that the City can continue to meet the increasing demand for building inspections, plan checks, and other planning-related services while maintaining high standards of service, compliance, and efficiency.

SUMMARY:

Staff recommends the City Council authorize the issuance of RFP No. 25-05 for On-Call Building Plan Check, Building Inspection, and Planning Consulting Services.

ATTACHMENT(S)

1. Attachment A_RFP 25-05 On Call Building Plan Check, Building Inspection, and Planning Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 05

On-Call Building Plan Check, Building Inspection, and Planning Consulting Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

On-call Building Plan Check, Building Inspection, and Planning Consulting Services

PROPOSAL OWNER

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
Appendix B – Sample Professional Services Agreement
Appendix C – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to provide building plan check, building inspection, and planning services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide professional building plan check, building inspection, and planning consulting services. The selected firm will provide Building Plan Checks under the direction of the department of Planning/Community Development.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early November 2024
- Notifications Sent to Vendors — Early November 2024
- Award — November 2024

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. On-call professional consulting services, with respect to specific disciplines, will serve great purpose to address needs with short-notices.

The benefits of having an on-call contract in place include:

- Technical expertise
- Accelerated procurement and authorization
- Independent and objective assessments
- Consolidates competition and procurement process
- Consultants that bring specialized expertise
- Consultants that are familiar or can quickly become familiar with Montebello's needs and value

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor. The city may opt to award multiple vendors for grant writing services.

5.0 Scope of Work/Services

The City of Montebello is requesting proposals from qualified vendors capable of providing building plan check, building inspection planning services, and staff augmentation to the City.

The City is seeking a qualified consultant to provide building official, permit technician, plan check, inspection, and planning and zoning services to support the Planning and Community Development Department. The work consists of multiple disciplines and proposing consultants must list similar services to those requested in this RFP provided to other municipalities with the last five (5) years. Consultants should have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Consultants should have excellent interpersonal communication skills and the ability to interact with various people during a project, as well as have the administrative and fiscal capability to provide and manage the proposed services. Consultants must also be well versed in identifying problems or issues that may warrant City Council's attention and represent the City in the most professional and knowledgeable manner as an expert in the subject field and champion the purpose and direction of the City of Montebello.

Building and Safety

In general, the selected consultant will be expected to provide on-call staff for inspection, permit tech counter staffing, and plan check services to support the Building and Safety Division, including but not limited to the following:

- Provide building department support staff to include on-site building official, building inspector(s), permit technician(s), and plans examiners/engineers on an on-call basis.

- The consultant shall have on staff a: California Licensed Structural Engineer(s), California Certified Access specialists (CASp), as well as, ICC certified building inspectors and plans examiners. All staff utilized by the Consultant shall be appropriately licensed, registered, and certified as required by the State of California and the City to perform

each of the specific scopes of work.

- Review all plans and supporting documents submitted for projects for which a building permit is requested.

- Prepare reports specifying corrections, if needed, and transmit to applicant.

- Ability to review projects and provide comments within timelines specified by the City.

- Process plan revisions and verify that corrections have been satisfactorily made in a timely manner.

- Answer public inquiries by telephone, mail, email, virtual meeting, conference call or in person at a public counter regarding plan reviews, application submittal requirements, etc.

- Facilitation of special projects, including but not limited to drafting municipal/zoning code amendments, utilizing tools for data analysis and scenario planning, and providing architectural review.

- Consultant shall review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, and use. All plan review correction materials including marked-up plans, documents, and plan check correction lists shall be provided in the City desired format to the City representative immediately upon completion of the plan review at no extra charge to the City. This process includes the delivery of a hard copy of the reviewed plan and correction list.

- The City encourages electronic plan submittal. Consultant shall provide plan review and scope of work services through an established electronic review system, provide access and training to City staff as needed, in accordance with City policies and practices. All ePlan records of corrections, approvals, and comments shall be

entered in the City's system in a manner that is in accordance with customer service standards and policies.

- All fees waived for City projects. Any services described above, or not mentioned, for City-sponsored projects shall not be subject to fees imposed by the selected consultant.

Planning Division

- Providing Planning staffing, including Planning Counter Technicians, Planners, to be present at City Hall and hold office hours as determined by the City.

- Analyze projects for compliance with the City's General Plan, zoning ordinance, applicable specific plans, and other policies.

- Review and process ministerial applications and discretionary entitlements, such as plan checks; conditional use permits; site plan review; variances; tentative maps; sign permits; text amendments; General Plan and Zoning amendments for residential, commercial, mixed-use, and industrial projects; and the like.

- Prepare reports specifying corrections to plan checks, if needed, and transmit to applicant.

- Prepare reports and feasibility studies as needed.

- Attend public hearings and community meetings as necessary.

- Analyze projects for compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") as needed.

- Ability to review projects and provide comments with timeliness specified by the City.

- Ability to write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.

- Facilitation of special projects, including but not limited to drafting zoning code amendments, utilizing tools for data analysis, planning, and providing architectural review for proposed projects.

6.0 Vendor Qualifications
The selected vendor must have the following minimum qualifications:

A. Must obtain knowledge of all disciplines listed in this RFP

B. No pending complaints through the Better Business Bureau, State of California Department of Consumer Affairs

C. Proposing consultant must provide a list of similar services, as requested in this RFP

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

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   i. Qualifications as they relate to this project - 65%
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      c. Knowledge of the City of Montebello
      d. Experience of personnel assigned to the work
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   ii. Reputation for integrity and competence – 15%
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City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

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E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

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

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

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

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after

the proposal opening date. The City will grant the protesting Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

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

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

11.0 Insurance

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

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

B. **Business Automobile Liability**

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

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

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors

and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

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

2 CFR 200 Appendix A

- Purchases of goods and services must include documentation detailing the procurement history

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

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

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

15.0 Records

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

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

17.0 Modifications/Changes
Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Vendor. These changes will be processed by the City Manager.

18.0 Disclosure of Information

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

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

19.0 Ex-Parte Communications
Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

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

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3826 WITH IBE DIGITAL FOR 24/7 IT HELP DESK SERVICES AND AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3882 WITH IBE DIGITAL FOR PUBLIC SAFETY INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3826 with IBE Digital for 24/7 IT Help Desk Services extending the term of services and amending the compensation related to the extension in the amount of $201,536; and
2. Approve Amendment No. 1 to Professional Services Agreement No. 3882 with IBE Digital for Public Safety Information Technology Staff Augmentation Services extending the term of services and amending the compensation related to the extension in the amount of $205,899; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Agreement 3826 – 24/7 IT Help Desk Services
Agreement 3826 expires in September of 2024. It is recommended that the term of the agreement be extended through September 2025 to allow continuity of services without disruption. The monthly cost for these services will remain at the current rate of $16,795 and the appropriate funding is available for these services in the adopted Fiscal Year 2024-25 Budget.

Given the scope of the service, the total cost for the period of the amendment from October 2024 through September 2025 will be Two Hundred One Thousand, Five Hundred Thirty-Six Dollars ($201,536), which will be split between the General Fund (100-21-420-6040.10, $151,152) and the Transit Fund (600-90-900-6040.10, $50,385 for the remainder of the fiscal year based on the most recent (2021) cost allocation plan.

Agreement 3882 – Public Safety Staff Augmentation
Agreement 3882 expires in May of 2025. It is recommended that the term of the agreement be extended through September 2025 to allow continuity of services without disruption. The original agreement carried a not-to-exceed total contract amount of $777,275. If the amendment is approved, funds will be added to the total contract amount to cover the extended length of the agreement through September 2025 as well as cover extra services requested by the Police Department in 2021 and 2022, which included extra personnel provided by IBE for several months.

The rate for these services will remain at the average current rate of $17,158/month or $98.99/hr for the remainder of the agreement, specifically for the period of October 1, 2024, through September 30, 2025, to Two Hundred Five Thousand, Eight-Hundred Ninety-Nine Dollars ($205,899). The FY 2024-25 budget has been developed so that sufficient funding for these services is already included. These costs will be charged to the Information Technology Division's budget, Account No. 100-21-420-6040.10, Outside Contracts.

BACKGROUND/DISCUSSION:

Agreement 3826 – 24/7 IT Help Desk Services
In September 2020, the City Council approved agreement 3826 between the City and IBE for an initial term of 4 years for 24/7 Help Desk services. The agreement was established utilizing a pre-bid Sourcewell agreement. The Citywide 24/7 Remote Helpdesk agreement includes the following services from IBE to the City:

- 24/7 access to technicians and engineers offering assistance in solving technical issues with end user systems
- Management and deployment of solutions that help avoid problems that would otherwise interfere with day-to-day operations
- End user problems are addressed and the systems are monitored to ensure a response to emerging issues

Under this agreement's scope of work, IBE responds and escalates all reactive support according to the support response processes and performs reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE's system is used to track and document each service level incident. In cooperation with the City's Information Technology Division (DoIT) staff, services are rendered according to priority levels. Due to IBE's ability to work on services remotely, internal DoIT staff are able to focus on proactive measures and services directly related to on-premise hardware.

Employees may request support by phone or e-mail. The following is a list of service delivery procedures by source of employee request:

- Phone: Will be used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Will be used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

The 24/7 Remote Support Center target time to answer new calls is within two (2) minutes. All Remote Support Centers are located in the United States and provide the City access to over 400 Engineers for support. All IT services are provided in an effort to increase efficiency in day to-day operations.

Agreement 3882 – Public Safety Staff Augmentation
In April 2021, the City Council approved Agreement 3882 with IBE for Public Safety Staff Augmentation services. The City was able to utilize existing Sourcewell Contract No. 083116-KON with Konica Minolta Business Services to establish the agreement. The current agreement is a four (4) year agreement, that began May 1, 2021.

Agreement 3882 was originally presented due to a lack of staffing in the Information Technology Division specifically to support the Police Department and its technology needs. This included support for emergency response systems such as CAD/RMS, LACRIS, Live Scan, AT&T 911 system, and mobile dispatch terminals.

Under this agreement, IBE provides the City with information technology assistance via on-site desktop support with a Level 2 engineer located in the Police Department for 40 hours per week, Monday through Friday, from 8 a.m. to 5 p.m. Level 2 engineers have troubleshooting capabilities to include computer performance and remediation and have access to advanced diagnostic tools and data analysis to gain problem resolution. Additionally, Level 2 engineers provided by IBE are able to remedy a line of business applications and day-to-day issues resulting from accessibility deficiencies. Furthermore, the Level 2 engineers are able to troubleshoot CAD/RMS mobile dispatch terminals and other emergency response systems.

ENVIRONMENTAL:

N/A

ANALYSIS:

In September 2020, the City Council approved Agreement 3826 with IBE Digital (IBE) for an initial term of 4 years for 24/7 Help Desk services. In April 2021, the City Council approved Agreement 3882 with IBE for Public Safety Staff Augmentation services. The agreements were established utilizing a pre-bid Sourcewell agreement.

The City of Montebello established membership with Sourcewell, formerly known as the

National Joint Powers Alliance (NJPA). Sourcewell contracts leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy and tedious bidding processes. Membership entitles the City to access previously competitively bid national contracts that include language regarding competitive bidding and prevailing wage, thus allowing the City to piggyback on a contract awarded by Sourcewell.

The City was able to utilize existing Sourcewell Contract No. 030321-KON with Konica Minolta Business Services and will be using the updated version of that same contract for the proposed amendments. The pricing included in the original agreements and the currently proposed amendments is based upon the Sourcewell contract pricing and, as a result, enables cost savings for the proposed services. The contracts were made in compliance with Montebello Municipal Code, Section 3.20.125 (Piggybacking purchase agreements).

SUMMARY:

Staff recommends City Council authorize the City Manager to execute the attached Amendments to Professional Services Agreements Nos. 3826 and 3882 with IBE Digital to continue providing Citywide 24/7 Remote Help Desk Support and Public Safety Staff Augmentation Services until September 2025, and to increase the not to exceed amounts for reach agreement to provide sufficient funding for the term extension. The Fiscal Year 2024-25 budget includes sufficient funding for these services; therefore, no budget amendment is needed. .

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 3826 - IBE Digital
2. Attachment B - Amendment No. 1 to Agreement No. 3882 - IBE Digital
3. Attachment C - Agreement No. 3826 - IBE Digital
4. Attachment D - Agreement No. 3882 - IBE Digital

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3826
WITH IBE DIGITAL

This Amendment No. 1 to the Professional Services Agreement No. 3826 ("Amendment No. 1"), is made and entered into this 25th day of September 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (the "City") and IBE Digital (the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Information Technology (IT) services in the City of Montebello dated September 9, 2020, No. 3826 ("Agreement); and

WHEREAS, the Parties, being mutually satisfied with each other's performance of the Agreement, desire to amend the Agreement to extend the term with a new expiration date of September 30, 2025, and increase the not-to-exceed amount of the Agreement related to the term extension; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2 ("Term") of the Agreement is amended to read as follows:

> **"**2. Term.
> The term of this Agreement shall commence on October 1, 2024 and shall continue in full force and effect through and including September 30, 2025, unless extended or sooner terminated as herein."

SECTION 2. Paragraph "C" of Section 1 ("Services/Compensation") of the Agreement is amended to read as follows:

> "1.C. CONTRACTOR shall be compensated for the performance contemplated in the Amendment No. 1, specifically for the period of October 1, 2024, through September 30, 2025, an amount not-to-exceed Two Hundred One Thousand, Five-Hundred Thirty-Six Dollars and 16/100 Cents ($201,536.16)."

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*End of Amendment No. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**IBE DIGITAL**
_____	_____
Raul Alvarez, City Manager	Ron Varing, President

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

Attachments:

- Exhibit 1: Revised Schedule of Compensation

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3882
WITH IBE DIGITAL

This Amendment No. 1 to the Professional Services Agreement No. 3882 ("Amendment No. 1"), is made and entered into this 25th day of September 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (the "City") and IBE Digital (the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Information Technology (IT) support and related services in the City of Montebello dated April 14, 2021, No. 3882 ("Agreement); and

WHEREAS, the Parties, being mutually satisfied with each other's performance of the Agreement, desire to amend the Agreement to extend the term with a new expiration date of September 30, 2025, and increase the not-to-exceed amount of the Agreement related to the term extension; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2 ("Term") of the Agreement is amended to read as follows:

> **"**2. Term.
> The term of this Agreement shall commence on October 1, 2024 and shall continue in full force and effect through and including September 30, 2025, unless extended or sooner terminated as herein."

SECTION 2. Paragraph "C" of Section 1 ("Services/Compensation") of the Agreement is amended to read as follows:

> "1.C. CONTRACTOR shall be compensated for the performance contemplated in the Amendment No. 1, specifically for the period of October 1, 2024, through September 30, 2025, an amount not-to-exceed Two Hundred Five Thousand, Eight Hundred Ninety-Nine Dollars and 20/100 Cents ($205,899.20)."

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*End of Amendment No. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**IBE DIGITAL**
_____	_____
Raul Alvarez, City Manager	Ron Varing, President

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

Attachments:

- Exhibit 1: Revised Schedule of Compensation

EXHIBIT 1

Schedule of Services

24/7 Help Desk Fee Schedule:

Service	Computers	Users	Locations	Monthly Investment	Annual Investment
24/7 Help Desk & Remote Support	369	300	10	$16,794.68	$201,536.16

Sourcewell Contract No. 030321-Kon

Additional Fee Details

- Additional Supported Locations: $41
- Monthly support fee for each additional computer: $42
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital's reasonable security recommendations.

Level 2 Help Desk Engineer Fee Schedule:

Level 2 Hourly Rate	Level 2 Hourly Rate outside biz hours	Estimated Weekly Biz Hours	Estimated Annual Biz Hours	Estimated Annual Investment
$98.99	$148.48	40	2,080	$205,899.20

Sourcewell Contract No. 030321-Kon

Additional Fee Details:

- Standard business hours are 8 A.M. – 5 P.M.
- Services provided outside business hours will be billed at "outside biz hours" rate

AGREEMENT NO. 3826

PROFESSIONAL SERVICES AGREEMENT

CITY OF MONTEBELLO PROFESSIONAL SERVICES BY AND BETWEEN CITY OF MONTEBELLO AND IBE DIGITAL

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and IBE DIGITAL (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Information Technology (IT) support and related services, as more fully described herein; and

WHEREAS, CONSULTANT 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

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. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONSULTANT shall be compensated a sum not-to-exceed (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall

provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) 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. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement herein below ("Effective Date"), and shall terminate on September 8, 2024, unless terminated sooner as provided in Section 7 herein.

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

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

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

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

E. CONSULTANT 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."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT 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 CONSULTANT. 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 CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all 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. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT 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. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

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

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT 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 CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT 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, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. 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 CONSULTANT 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 CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services 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 CITY, the Parties agree that CONSULTANT shall be reimbursed

for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT 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 CONSULTANT except as expressly set forth in this Agreement. CONSULTANT 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 CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'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 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation

insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT 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, CONSULTANT 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.

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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall 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 arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT 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 CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT 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 CONSULTANT'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 contractual 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, CONSULTANT 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, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT 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. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming 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. 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.

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 CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant 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. CONSULTANT'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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT'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 CONSULTANT to comply with this section.

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. <u>SUBCONTRACT, ASSIGNMENT OR DELEGATION.</u>

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The venue for any litigation shall be County of Los Angeles, California and the governing laws shall those of the State of 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 any litigation or 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.

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:

CITY	CONSULTANT
René Bobadilla	Ron Varing,
City Manager	President
City of Montebello	IBE Digital
1600 West Beverly Boulevard	11266 Monarch St. Suite B
Montebello, California 90640	Garden Grove, California 92841

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT 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. CONSULTANT 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.

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

SECTION 23. <u>CONFLICT OF INTEREST.</u>

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT 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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

CONSULTANT 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 CONSULTANT. CONSULTANT'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 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.

CITY OF MONTEBELLO

René Bobadilla
City Manager

Dated: 9/9/2020

CONSULTANT

Ron Varing
President

Dated: 9/28/2020

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit "A"

Scope of Services

- The IBE Digital team will manage computers based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly, and the systems are monitored continuously to ensure rapid response to emerging issues.
- IBE Digital manages escalations to Client's telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, IBE Digital will act as support-liaison for Client to initiate a support call to Line of Business or Application support provider and request support on behalf of Client and direct vendor support provider to work directly with Client to resolve issue.
- Cisco Umbrella offnet.

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
    - Automatic deployment of Microsoft patches as approved via IBE Digital's desktop patch policy.
    - Management and updates of included virus and malware protection software.
    - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in Client's Schedule of Services. All network hardware, (firewalls, routers, switches, wireless access points, etc.) must be protected with Network Device Management. Additional charges may be incurred for providing on-site services to remote locations and users.

Exhibit "A"

Scope of Services (cont'd)

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses.
- Web portal for user review of filtered and quarantined items.

User Resources

- Create, modify and delete as requested by Client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Transition Process

IBE Digital will provide transition support services upon Client's execution of this Schedule of Services, as Client's environment is documented, monitoring systems are deployed and Client specific support procedures are put in the place.

- Presentation of IBE Digital support procedures including Client Portal training
- Preparation of Guidebook
- Agreement and expectations around escalation paths and processes.
- Documenting support windows.
- Establishing and programming of remote monitoring thresholds.
- Email spam control and antivirus as required.

Exhibit "B"

Schedule of Performance

Service Level Objectives

IBE Digital will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond IBE Digital's control including:

- Defects and malfunctions of devices, operating systems or applications
- Client changes to devices, operating systems or applications
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to IBE Digital's reasonable recommendations
- Loss of power or Internet connectivity.

Support Response Process

For each selected service, IBE Digital will perform reactive services in accordance with its problem prioritization, management and escalation processes. A Service Ticket in IBE Digital's systems will be used to track and document each service level incident. Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

Clients may request support by phone at (877) 837-2836 or e-mail at support@allcovered.com . The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

Exhibit "B"

Schedule of Performance

Service Level Objectives

IBE Digital will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond IBE Digital's control including:

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- Client changes to devices, operating systems or applications
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to IBE Digital's reasonable recommendations
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- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

Exhibit "C"

Schedule of Compensation

The following detail provides a breakdown of the services and fees for 24/7 help desk and remote support. The proposed service period is from August 12, 2020, through September 12, 2024.

Service	Computers	Users	Locations	Monthly Rate	Total
24/7 Help Desk & Remote Support	369	300	10	$15,826	$798,569

Pricing Provided via Sourcewell Contract No. 083116-Kon

Additional Fee Details

- Additional Supported Locations: $41
- Monthly support fee for each additional computer: $42
- 2% annual rate increase
- The support fee for additions may change if the supported environment changes significantly
- Additional charges may apply for the recovery of devices from virus infections if Client fails to follow IBE Digital's reasonable security recommendations.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3882
WITH IBE DIGITAL

THIS AGREEMENT ("Agreement") is made and entered into on April 14, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and IBE DIGITAL (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide Information Technology (IT) support and related services, as more fully described herein; and

WHEREAS, CONSULTANT 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

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. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) 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. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement herein below ("Effective Date"), and shall terminate on May 1, 2025, unless terminated sooner as provided in Section 7 herein.

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

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

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

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

E. CONSULTANT 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."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection

with this Agreement available during CONSULTANT's regular working hours to CITY for review and audit by CITY.

F. All reports, documents or other written material developed by CONSULTANT 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 CONSULTANT. 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 CONSULTANT for such reuse.

SECTION 4. WORK PRODUCT.

A. CONSULTANT hereby agrees that all 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. CONSULTANT may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT 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. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT 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 City Manager shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining

CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT 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 CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT 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, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. 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 CONSULTANT 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 CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services 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 CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. INDEPENDENT CONTRACTOR.

A. CONSULTANT 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 CONSULTANT except as expressly set forth in this Agreement. CONSULTANT 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 CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT'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 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT 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, CONSULTANT 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.

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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall 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 arising out of CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT 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 CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT 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 CONSULTANT'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 contractual 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, CONSULTANT 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, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT 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. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming 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. 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.

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 CONSULTANT's insurance and shall not contribute with it.

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

deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT'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 CONSULTANT to comply with this section.

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. The venue for any litigation shall be County of Los Angeles, California and the governing laws shall those of the State of 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 any litigation or 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.

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:

CITY	CONSULTANT
City Manager	
City of Montebello	IBE Digital
1600 West Beverly Boulevard	11266 Monarch St. Suite B
Montebello, California 90640	Garden Grove, California 92841

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT 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. CONSULTANT 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.

CONSULTANT and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090.

CONSULTANT 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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, 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.

CONSULTANT 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 CONSULTANT. CONSULTANT'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 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.

[SIGNATURES ON NEXT PAGE]

"CITY"
CITY OF MONTEBELLO

By: _____
René Bobadilla, City Manager

Dated: _____

"CONSULTANT"
IBE DIGITAL

By: _____
Ron Varing, President

Dated: 5/21/2021

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Performance
Exhibit C – Schedule of Compensation
Exhibit D – Equal Employment Opportunity Practices Provisions

Exhibit "A"

Scope of Services

IBE Digital will furnish a Level – 2 help desk engineer on site for 40-hours a week, M-F 8 A.M. – 5 P.M. The respective asset will provide technical support to public safety's users.

- IBE Engineer will manage computers based on a comprehensive support plan.
- IBE Engineer will manage escalations to City of Montebello's telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, IBE Engineer will act as support-liaison for City of Montebello to initiate a support call to Line of Business or Application support provider and request support on behalf of City of Montebello and direct vendor support provider to work directly with City of Montebello to resolve issue.

End User Computers

- Support for connectivity to servers, printers and the Internet.
- Support Workstation Operating Systems
    - Automatic deployment of Microsoft patches as approved via IBE Digital's desktop patch policy.
    - Management and updates of included virus and malware protection software.
    - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

User Resources

- Create, modify and delete as requested by City of Montebello: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Exhibit "B"

Schedule of Performance

IBE Digital will furnish a Level – 2 help desk engineer on site for 40-hours a week, M-F 8 A.M. – 5 P.M. The proposed service period is 48 months, with a proposed service period from May 1, 2021 to May 1, 2025

Exhibit "C"

Schedule of Compensation

Level – 2 Help Desk Engineer Fee Schedule:

Year	Level 2 Hourly Rate	Level 2 Hourly Rate outside biz hours	Estimated Weekly Biz Hours	Estimated Annual Biz Hours	Estimated Annual Fee
1	$88.00	$132.00	40	2,080	$183,040
2	$91.52	$137.28	40	2,080	$190,361.60
3	$95.18	$142.77	40	2,080	$197,974.40
4	$98.99	$148.48	40	2,080	$205,899.20

Total Not to Exceed: $777,275.20

Additional Fee Details:

- Annual rates increase 4%
- Standard business hours are 8 A.M. – 5 P.M.
- Services provided outside business hours will be billed at "outside biz hours" rates
- Pricing via Sourcewell Contract No. 083116-Kon

EXHIBIT D TO CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.

B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.

C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

4845-3796-3299, v. 1

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **REJECT PROPOSALS RECEIVED FOR REQUEST FOR PROPOSALS (RFP) NO. 24-19 FOR INSTALLATION OF TWO LED SIGNS AND AUTHORIZE STAFF TO PROCEED WITH ISSUING A NEW RFP**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Reject proposals received for Request for Proposals (RFP) No. 24-19 for Installation of Two (2) New LED Signs in accordance with City Municipal Code Section 3.20.080; and
2. Authorize staff to modify the project scope of work and RFP; and
3. Authorize staff to issue an updated RFP; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At the October 11, 2023, City Council meeting, the City entered into a Development Agreement with Clear Channel Outdoor, LLC. As part of this agreement, a one-time signing bonus totaling $80,000 was established and paid to the City. These funds were intended to be allocated toward the revitalization of City-owned LED signs. Staff have identified two LED signs in most need of replacement - one located at City Park and the other located at the Montebello Civic Center. After the RFP is reissued and proposals are received, City staff will return to the City Council to request the necessary appropriations to complete the project if the cost for the LED sign projects exceeds the previously identified funding.

BACKGROUND/DISCUSSION:

At the July 24, 2024 City Council Meeting, staff was authorized to release RFP No. 24-19 for the Installation of two (2) LED Signs. In this RFP, the City was seeking a qualified vendor to complete the removal of two existing, inoperable LED sign cabinets (one at City Park and the other at the Civic Center) and their respective pole covers. The selected vendor was to be tasked to design and install new pole cover wraps and double-sided message unit cabinets with a design that complements the surrounding esthetics of the site and incorporates the City brand. The selected vendor would additionally create and install the necessary software and provide training to City staff on how to operate the messaging functions of the new LED sign cabinets.

On Monday, September 2, 2024, the City received three (3) proposals. Staff reviewed the proposals and have made the recommendation to reject all bids per the terms and conditions outlined by RFP No. 24-19 and in alignment with the City's Municipal Code, Section 3.20.080. With City Council approval, staff will revise the scope of work and include additional requirements within the RFP to allow for a better opportunity for staff to achieve the goals of the RFP.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is being recommended that the City Council reject all proposals received for RFP No. 24-19 for Installation of Two (2) New LED Signs in accordance with City Municipal Code Section 3.20.080 and additionally authorize staff to reissue the RFP with a revised scope of work.

ATTACHMENT(S)

None

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Raul Alvarez, City Manager

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-07 FOR MONTEBELLO POLICE TOWING SERVICES**

DATE: September 25, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to issue Request for Proposal (RFP No. 25-07) to solicit proposals from qualified firms for Montebello Police towing services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing this Request for Proposal (RFP). Once proposals are submitted and evaluated, staff will return with a recommendation of firms to provide such services and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The City of Montebello currently contracts with Helms and Hill for Police towing services pursuant to Professional Services Agreement (PSA) No. 3705. The Montebello City Council awarded this PSA On November 13, 2019 to Helms and Hill for a term of five (5) years with an option for two (2) one year extensions. At this time, staff is recommending not exercising the term extensions and to seek proposals through a Request for Proposals (RFP) for Police towing services (Attachment A).

The following is a tentative schedule for this RFP process:

PROJECT SCHEDULE	
RFP Published:	September 26, 2024
Questions from Proposer Due:	October 15, 2024
Proposal Due:	October 28, 2024
Award Contract:	November 13, 2024

The RFP shall describe the service requested and provide the tasks required from the qualified firms to submit a proposal. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award a professional services agreement. Funds have been included for towng services in the Fiscal Year 2024-25 budget. If necessary, based on the agreement presented to City Council at a future date, an amendment to the budget will be made.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize issuing RFP No. 25-07 (Attachment A) for Montebello towing services. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - RFP 25-07 No. Towing Services

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 07

Towing Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 1 p.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

Towing Services

PROPOSAL OWNER

City of Montebello – Department of Administration
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Raul Alvarez, City Manager
Contact Phone: (323) 887-1200
Contact E-Mail: ralvarez@montebelloca.gov

PROPOSAL CONTACT

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

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
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1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified contractors to provide towing services in response, on a first priority basis, to City police officers and parking enforcement personnel following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 1:00 p.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective contractors to submit a proposal to provide towing services to City police officers and parking enforcement personnel. The contractor will also respond to towing requests from other city employees who are duly authorized to remove vehicles for storage, or investigation, or both.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 1 p.m. PDT
- City Review of Submissions — Early November 2024
- Notifications Sent to Vendors — Early November 2024
- Award — November 2024

4.0 Purpose

The purpose of this solicitation is to provide 24 hours a day, 7 days a week towing and storage services for the City, responding to requests from authorized employees for the removal of illegally parked, inoperative, or impounded vehicles related to investigations or legal violations.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor. The city may opt to award multiple vendors for grant writing services.

5.0 Scope of Work/Services

The City solicits proposers seeking to establish exclusive contract for towing services. The City intends to award an agreement to the successful proposer at the conclusion of this procurement process. The proposer is not required to have a facility in the City of Montebello. The Contractor’s primary duty will be: responding,

on a first priority basis, to requests for towing services initiated by the City's police officers and parking enforcement personnel. The Contractor must also respond to towing requests from other City employees who are duly authorized to remove vehicles for storage, or investigation, or both. Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents and mechanical breakdowns, and impounding vehicles for investigation, evidence, or a violation of the law. The Contractor must provide towing and storage services all hours of a day, every day of the year.

The Contractor must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frame(s). While the Contractor has custody of vehicles, the Contactor will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner the law permits. Until the Contractor receives the Police Department's written authorization, the Contractor must not release a vehicle to an owner or the owner's agent when the Police Department is:
(A) Holding that vehicle for investigation, examination, or evidence, or requesting its special handling or protection (collectively, "police hold vehicles"); or
(B) Impounding that vehicle for unpaid parking citations, lack of current registration, or a violation of the law.

To prevent damage to police hold vehicles or spoliation of any evidence in or upon those vehicles, such as fingerprints or stains, the Contractor must store police hold vehicles in a secure area protected against the elements, sources of contamination, and entry by unauthorized persons.

For those towing companies that meet the Baseline Requirements, the City will take into consideration the following additional information when selecting the proposal(s) which provide(s) the City with the best services and value. Each proposal must provide detailed information sufficient for the City to evaluate the towing company's capability to provide its vehicle towing and secure storage services. In addition, the proposals should include truthful, accurate, and detailed information concerning the following:

1. The size, age, condition, accident history, safety, upkeep and state of the art character of the towing company's vehicle fleet and related equipment; the towing company's program for conducting routine vehicle and equipment safety inspections; and the towing company's degree of readiness to deploy such vehicles and equipment in satisfaction of the towing agreement as of the date of the award

2. The size, condition, security and state of the art character of the towing company's secured vehicle storage facilities; the readiness of the facilities to receive and securely store vehicles referred by the Montebello Police Department as of the date of the award; the proximity of those facilities to the City (in miles); whether the facilities are owned outright by the towing company or occupied pursuant to a lease or license and the duration of the lease or license; status of lease (in breach or default/not in breach or default); the facilities' days and hours of operation and staffing levels during such days and hours of operation; and the facilities policies and procedures for engaging and informing members of the public who are attempting to retrieve their vehicles during business hours or during hours when the facilities are closed for business.

3. Policies and protocols for safeguarding vehicles as evidence and for cataloging and securing any personal property evidence within the vehicles which may be needed for potential criminal prosecutions; policies for cataloguing, safeguarding and returning personal property contained within a vehicle, especially when such personal property is not relevant to any criminal prosecution.

4. The character and integrity of the towing company, its principals, officers, managers and/or employees is critically important to the City. With respect to this evaluation please provide responses to the following requested information:

    a. Disclose any history of (1); Criminal or other illegal conduct or illegal business practices, (2); Unethical and/or predatory business practices, and (3); Poor, nonresponsive and/or discourteous customer service as to the public agencies served or as to the persons whose vehicles have been towed within the past five (5) years. This includes the company itself, the principals of the company, officers of the company and key managerial personnel.

    b. Disclose the company's policy for screening tow truck drivers for criminal conduct, alcohol abuse and controlled substance use, and protocols for routinely testing for alcohol abuse and controlled substance use.

    c. Describe driver recruitment and training policies, including, but not limited to, policies for training tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose vehicles have been impounded.

    d. Disclose whether or not the towing company is or has been in default or breach under any similar towing and secure storage agreement with any other public agency within the past five (5) years. State whether any such

agreement has been terminated for cause in the past five (5) years and, if so, explain the underlying grounds for the public agency's termination of the towing company's agreement for cause.

5. The knowledge and familiarity of the officers, key managers and employees of your company, including drivers, with the California Vehicle Code, specifically, provisions relating to the services contemplated under this RFP, including but not limited to provisions of the California Vehicle Code relating to the safe and lawful towing, impoundment and secure storage of motor vehicles and the lawful operation of facilities where impounded vehicles are stored.

6. The towing company's impound policies and practices and impound rates and the strategies the towing company has in place to facilitate the speedy and cost-effective return of vehicles to persons whose vehicles have been impounded so as to minimize the accrual of costly impound fees.

7. The financial strength of the towing company to provide the quality, scope and scale of service called for under this RFP, including written proof in the form of towing company's financial records that show to the satisfaction of the City that the towing company has the financial resources and ability to perform under the towing agreement and provide the quality, scope and scale of services requested in a consistent and reliable manner throughout the term of the towing agreement or any extension term. In this regard, information such as the amount of any existing debt burdens, pending uninsured liability claims and/or access to lines of credit or other sources of funding will be helpful in allowing the Advisory Committee to evaluate the towing company's financial strength or weakness.

8. The towing company's record of performance with respect to prior contracts or services with the City and/or other municipalities within the past five (5) years.

9. The towing company's business plan and strategy for satisfying the performance requirements of the RFP and the terms of the towing agreement.

10. The degree to which the towing company's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFP. Towing companies are encouraged to exceed the baseline requirements of this RFP.

11. In addition to any other eligibility requirements set forth under this RFP, each towing company must also satisfy all of the following in order to be considered:

    a. The towing company, as of the deadline for the submission of proposals must be a party and signatory to a Tow Service Agreement with the State

of California, Department of California Highway Patrol ("CHP Agreement") which agreement authorizes the towing company's participation in the CHP Rotation Tow Program.

Each proposal must include a true and correct copy of the fully executed CHP Agreement described above. At the time of the proposal submission, and throughout the term of any agreement awarded, the towing company must be admitted to the California Department of Highway Patrol's Rotation Tow Program and, except as otherwise provided under this RFP or any agreement executed with the City, the towing company shall comply with all requirements set forth in that certain document entitled "2024-2025 Tow Service Agreement," which may be found on the California Department of Highway Patrol internet website at:

https://www.chp.ca.gov/ResearchAndPlanningSectionSite/Documents/2024-2025%20TSA%20Effective%20July%201,%202024.pdf

Each proposal must also include true and accurate documentation showing the complete and most up-to-date schedule of tow rates, storage rates and other charges authorized by the CHP pursuant to the CHP Agreement. If a towing company is awarded a contract, the towing company will not be allowed to charge persons whose vehicles have been referred to the towing company by the City under the agreement with the City any towing or storage fees or charges or any other fees or charges that have not been expressly approved by the CHP under the CHP Agreement. Also, such towing company may not impose such fees or charges at rates or in amounts that exceed those expressly approved by the CHP pursuant to the towing company's CHP Agreement. The towing company may increase or otherwise adjust fees or charges previously approved by the CHP under the CHP Agreement, provided the increase or adjustment has also been approved by the City. The towing company will provide the City with written notice of any CHP approved increases or adjustments to existing fees and charges no less than fifteen (15) days from the date such increased or adjusted fees and charges are to take effect, following approval by the CHP. The towing company will also provide the City with documentary proof that all fees and charges or all increase fees or charges have been approved by the CHP.

12. Projected response time to calls for service.

Each proposal should contain specific and detailed explanations and information as to each of the factors listed above and explain in detail and with specificity how the towing company meets or exceeds the requirements of this RFP as to

each such category. Proposals should avoid being too general or too ambiguous in providing such explanation and information. Proposals should divulge whether or not a towing company has the ability to meet or exceed a requirement of the RFP at the time the proposal is submitted. City reserves the right to modify the requirements of this RFP at any time.

6.0 Vendor Qualifications

The selected vendor must have the following minimum qualifications:

A. Experience working with public safety departments such as Police and Fire.

B. Policies and protocols safeguarding vehicles as evidence

C. Professional, qualified, prepared, and safe practices/procedures in deploying towing vehicles and equipment

D. Contractor is not required to have a physical location within the City. However, the contractor is required to have facility within 12 miles of the City with a yard for vehicle storage, along with an office for payment of fees and vehicle releases.

E. Storage facility shall have enough space to hold up to 50 vehicles, including 6 spaces for inside locked storage for impounded vehicles as evidence or investigation.

Background Check

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

7.0 Proposal submittal

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

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

8.0 Evaluation Criteria

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more vendors, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those vendors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

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

A. The protest must be submitted in writing within the specified time frame (no later

than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

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

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

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

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

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

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

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

10.0 Execution of Agreement

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

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation. City reserves the right to award any, all, or a portion of the Scope of Services to one or more qualified proposers.

11.0 Insurance

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

B. **Business Automobile Liability**
For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8

(hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

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

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements may include the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited

- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history
- Any other state or federal regulations that may be applicable under the corresponding grant program

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

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

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.

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

D. **Conduct:** No person(s) shall be employed for this work that is found to be

incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

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

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

19.0 Ex-Parte Communications

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This

requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

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

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

ITEM # 18

APPROVAL OF MINUTES: AUGUST 14, CITY COUNCIL MEETING; AUGUST 28, 2024, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 14, 2024 AT 6:00 PM

CITY HALL COUNCIL HAMBERS
1600 WEST BEVERLY B ULEVARD
MONTEBELLO, CALIF RN A

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meetin o order at 6:0 p.m.

ROLL CALL

Members present were Mayor Peralt ayor Pro Tem Melendez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez a urer Mata were also present.

Councilmembe menez arrived 6:01 p.m

City Attorney A old Alvarez-Glasma City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ocho and Department ectors Michael Solorza, Cesar Roldan, Joseph Palombi, David Sosnowski, Police Chief Paul Espinos and Fire Chief ernando Pelaez.

ANNOUNCEMENT OF LOSED ESSION ITEMS

City Attorney Alvarez-Glasm n announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
BKK Class I Landfill Cost Recovery Efforts (one matter)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code Section 54956.8
Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi
Negotiating party: Weber Properties
Under negotiation: Price and terms of sale

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
NASA Services v. City of Montebello
Los Angeles Superior Court Case No. 21 STCP01969

4. INSURANCE LIABILITY CLAIM
Government Code Section 54956.95
Claimant: Arlene Salazar
Agency claimed against: City of Montebello

5. CONFERENCE WITH LEGAL COUNSEL – AN CIPAT D LITIGA ION
Government Code Section 54956 9(d)(2)
Significant exposure to litigati n o case

6. CONFERENCE WITH EGAL COU E EXISTING LITIGATION
Government Code Sectio 54956 (d)(1)
J. Carrera v. City of Monteb
Los Angeles r Court C No. 21 STCV 24612

7. CON ERENCE WITH THE ITY COUNCIL RELATED TO AN AUDIT BY CALIFORNIA STATE AUDITOR'S OFFIC
Governm Code Section 956.75

REGULAR SESSION - IMM IATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:03 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, direction was provided, no action final was taken, and nothing to further to report; Item No. 2, was not discussed and will be held over to a future meeting. Item No. 3, a briefing was provided to the City Council, no action was taken, and nothing further to report. Item No. 4, a briefing was provided to the City Council, no action was taken, and nothing further to report. Item No. 5, a briefing was provided to the City Council, no action was taken, and nothing further to report. Item No. 6, a briefing was provided to the

City Council, direction was provided to the City Manager and City Attorney's Office to have an independent review of the proposed settlement of that case, no action was taken, and nothing further to report; Item No. 7, was not discussed and will be held over to a future meeting.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Robert Vasquez from the American Legion Post 262.

CORRECTIONS TO THE AGENDA - CITY MANAGER

Mayor Peralta added a presentation to honor Purple Heart Month.

CEREMONIAL ITEMS/PRESENTATIONS

8. CITIZEN OF THE MONTH - YVETTE FIMBRES

Presented by Mayor Peralta.

9. ASHIYA JAPAN STUDENTS

President of the Montebello Ashiya Sister City Association, Emma elga , presented Ashiya Japan Students Nao Hashimoto and Tomohiro Sibabuki.

10. ADVENTIST HEALTH WHITE MEMORIAL PRESENTATION

Adventist Health White Memorial President Juan De L Cr nd Operations E cutive Mara Bryant presented Adventist Health White Memorial's current capabilities, operation expans lans, and pl s to obtain specialty certifications.

The Council thanked Adventist Health White Memoria or the nformatio and expressed their appreciation for the partnership.

11. PROCLAMATION FOR NAT NAL W LLNESS MONTH

Presented by Mayor Peralta.

12. TREASURER'S MON HLY UPDATE

Presented by City Treasurer Ma ga.

PUBLIC COMMENTS ON NON-AG ND ITEMS (30 MINUTES)

At this time, the public m submit spe r card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of thi ateme Public He ng items do not require a speaker card.

The City Coun will address non-a nda item during this section and speakers will be called in the order received. Those persons not ommodated during s 30-minute period will have an opportunity to speak under "Public Comments – Continued", aft all scheduled mat s have been considered. **Public Hearing, Regular Business and/or Consent Calendar items w be addressed the time that matter of business is heard, in the order received.**

Please be aware that e max um time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. Sta L w prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged seven(7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

The Fire Department shared a video showcasing the Jr. Fire Camp Academy.

PUBLIC HEARING

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13. APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCE REQUESTS FOR REDUCED LOT SIZE, REDUCTION IN FRONT YARD SETBACK, AND LOT COVERAGE, AS WELL AS THE DENIAL OF A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL REGARDING VESTING TENTATIVE TRACT MAP ("VTTM") NO. 084478 TO SUBDIVIDE ONE LEGAL LOT RESULTING IN THE CREATION OF 16 LEGAL LOTS TO ACCOMMODATE 15 SINGLE-FAMILY DWELLING UNITS INCLUDING A COMMON PARCEL FOR STREETS, UTILITIES, AND A PRIVATE PARK (CASE NO. PC-2024-0002-SPR/ZV/TTM) FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE.

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider all matters presented at the p ic hearing, uphold the Planning Commission denial of PC-2024-0002/SPR/ZV/TTM, and direct f to bring back a City Council Resolution containing findings supporting the Planning Co miss s denial of PC-2024-0002-SPR/ZV/TTM; or
2. Conduct a public hearing to consider all matters present d at the public ring, adopt a resolution overturning the Planning Commission decision to deny P 2024-0002-SPR/ZV TM and approving PC-2024-0002-SPR/ZV/TTM, which would become effect after City Council's findi are referred to the Planning Commission and the Planning Commi on provides a further report n the matter per Montebello Municipal Code 17.78.130 "Council d sions contra to planning commission action;" and
3. Take such additional, related action that may be d rable.

Councilmember Tamayo recused herself from the discussion due to a co ct of interest related to the nearby property.

City Manager Alvarez informed the City Council tha h ity received a Re est for Abeyance to continue the Public Hearing Item to another date as requested by the appl ant.

City Attorney Alvarez-Glasman informed the City Council at they ve the retion to either allow the applicant to speak and open the Public Hearing or to postpone the item to a f ure eeting as requested by the applicant.

Mayor Peralta asked the City Attorn if the C ncil could te to postpone the item to a future meeting but allow the speakers in attendance to provide comment.

City Attorney Alvarez-Glasman formed the cil that they can open the public hearing but are not permitted to address comments.

Councilmember Jimen tioned to en the Public Hearing and discuss the item, seconded by Mayor Pro Tem Melendez. The mo n was ap ved by t following vote:

MOVED: Ji nez	***SECONDED: Melendez***	***APPROVED: 2-1-1-0***
AYES: *Jimen Melendez*		
NOES: *Torres*		
ABSTAIN: *Peralta*		
ABSENT: *None*		

Mayor Peralta opened the Public Hearing at 9:04 p.m.

Max Masuda-Farkas, the applicant's attorney, reiterated the following statements from the appeal letter: They believe the applicant was denied a fair hearing when it didn't offer the applicant an opportunity to rebut external evidence, which the Planning Commission which Commission relied upon in reaching its decision. The external evidence was submitted outside of the hearing without providing a hearing notice or an opportunity to rebut said evidence. In reaching its decision to deny the project, the Commission relied on a petition that was submitted by a member of the public at 4:00 p.m. on the same day as the Commission's Meeting. Given that the petition was submitted mere hours before the meeting, neither the Commission nor the Staff verified the signatures appearing on the petition were verified. Nevertheless, Commissioners referred to the petition at several moments in their findings as evidence of the community's alleged opposition to the Project. Although the petition thus represented bedrock evidence upon which the Commission relied to deny the project application, the Commission never provided the Applicant the opportunity to rebut the petition. He further noted that the applicant, Mr. Mollinari, could not be present due to health circumstances.

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The City Clerk's Office acknowledged fourteen (14) members of the public wishing to address the City Council. One (1) speaker spoke in support, and thirteen (13) speakers spoke in opposition. Speakers were provided three minutes to address the City Council, and speaker cards are on file at the City Clerk's office.

Mr. Masuda-Farkas reiterated the applicant's request for the continuance of the hearing to allow the applicant to respond to the resident's concerns. Due to the applicant's health issues, he will not be able to address said concerns however he would respond to the concerns as best. The concerns raised by the residents, included public outreach, special treatment, and parking.

In response to the concern about public outreach, Mr. Masuda-Farkas reminded the C uncil of the multiple project proposals for the same property. On September 21, 2020, a prior applicant submitte n entitlement application for a residential development project consisting of 31 three-story condominium units. In Jan y 2022, representatives from the owner commenced the process of engaging a new applicant for the development o 5 o-story condominium units. The reduced density of the Second Project was developed in direct response to feedb k receiv from the City and community addressing the First Project. Representatives of the Owner engaged radius maps and li consultants to assist with identifying property owners within a 300-foot radius to notify them of the Sec d Project. One vol ary community meeting was held to collect additional feedback from the community on the Se nd Project. Despite th xtensive community outreach effort and efforts to incorporate community feedback on the rst project with respect to d ity, the developer opted not to proceed with the Second Project.

Mr. Masuda-Farkas further stated that after significant time and e ense urred to advance the First and Second Projects, the current Project was submitted on January 22, 2024. The P contemplates a modest density of 15 single-family homes, representing a steep reduction from the 31 three story con minium units of the First Project and the 25 two-story condominium units of the Second Project. F thermore, in its own ght, the current Project not only complied with all statutory notice requirements but exceeded th e re ements through coordinated community outreach effort. As previously communicated to staff and the Commiss n, the app nt engaged a community outreach consultant who traveled door-to-door to 116 homes within the property's 00' radiu n dditional homes beyond that radius to solicit feedback on the Project. Brochures detailing project inf matio were left t each of the homes, and whether or not residents were present to answer.

When combined with the First and S cond Proj s, the curr t Project is thus the culmination of more than four years of robust engagement with the City ighbors, and he Montebel community to develop a project that advances the owner's reasonable property interests hile incorpor ng community preferences as to design and density. In light of the tremendous time and expense un rtaken t bm nt Project, further modifications or alternatives to the Project would be infeasible and unreasona A ordingly, we ask that the Commission approve of the Project as proposed.

As to density, the pr l below th ontemplated density in the new general plan.

In response to arking concerns, Mr. Masu Farkas stated that the applicant previously submitted to staff and the Planning Co mission several HOA ovisions that they were proposing to mitigate, understand, and address the issues that were raise concerning parking nd traffic. Mr. Masuda-Farkas provided examples of HOA Provisions that would address concerns garding parking

In response to special t tment c ms, Mr. Masuda-Farkas stated that the applicant desires to receive the same treatment that has been granted to arb projects. Mr. Masuda-Farkas concluded his statement by reiterating the benefits of the project. Those benefits incl greater housing choice, abundant open space, and a design that sensitively reflects the surrounding community.

Mayor Peralta closed the Public Hearing at 9:52 p.m.

Councilmember Torres inquired about the homes and whether they were affordable housing. Mr. Masuda-Farkas stated that they were at market rate.

City Attorney Alvarez-Glasman and Director Palombi provided clarification on the procedural steps.

Councilmember Torres further informed the community of the options available to the City Council if the lot sizes were reduced or the density was adjusted.

Mayor Pro Tem Melendez stated that the applicant should be given an opportunity to do more extensive community

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outreach.

Councilmember Jimenez stated that she would like to uphold the decision of the Planning Commission as Mr. Molinari has had the opportunity to provide community outreach.

Mayor Peralta stated that she was considering everyone's comments and the potential legal implications of the City Council's decision.

Mayor Pro Tem Melendez motioned to continue the item, and grant the extension of 45 days to allow the applicant to complete a thorough community outreach, seconded by Councilmember Torres, the motion passed by the following vote:

MOVED: Melendez	***SECONDED: Torres***	***APPR VED: 3-1-0-1***
AYES: *Melendez, Peralta, Torres*		
NOES: *Jimenez*		
ABSTAIN: *None*		
ABSENT: *Tamayo*		

REGULAR BUSINESS

14. ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S E TIMATE FOR THE SENIOR CENTER RENOVATION PROJECT (CP 925) AND AU ORIZATION TO PR CEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended th the City ncil:

1. Approve Environmental Assessment pu ant t 14 California Code of Regulations § 15301 as a Class 1 categorical exemption r the Califor nvironmental Quality Act (CEQA); and,
2. Approve Level of Env nmen Review De rmination via the National Environmental Policy Act (NEPA): Categorically Exc ded per 2 CFR 58.3 a), and subject to laws and authorities at §58.5: (3) Rehabilitation o uildings and mprovement when the following conditions are met: (iii) In the case of non-residenti tructures, in uding commerc al, industrial, and public buildings: (A) The facilities and improvements a in place nd will anged in size or capacity by more than 20 percent: and (B) The activity does n inv e a change in land use, such as from nonresidential to residential, commercial to industrial or from o industrial use to another; and,
3. Ad the % comp d plans, specifications and engineer's estimate for the Construction of the nior Center novation oject at 115 S. Taylor Avenue Improvements Capital Project 925; and
   Authorize staff to oceed wi bid advertisement for construction; and
   Take such addition related action that may be desirable.

Director of Recrea n and Commun Services David Sosnowski provided a brief overview of the project.

Mayor Pro Tem Melend motion , seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Members of the public pulled the following Item Nos. for comment: 16, 19, 20.
Councilmember Torres pulled Item No. 24.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve Item Nos. 15, 17, 18, 21-23, 25-27; the motion passed unanimously.

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15. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3919 WITH AIM CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 3 (CP NO. 894-3)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 6.1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the Golf Course Renovation Project Phase 3 for a not-to-exceed-amount of $469,692; and,
2. Authorize the City Manager to execute the Letter of Engagement; and,
3. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to a o the item; the motion passed unanimously.

16. AWARD CONSTRUCTION CONTRACT FOR HIGHWAY SAFETY IMPROVEMENT ROGRAM (HSIP) CYCLE 7 VARIOUS INTERSECTION IMPROVEMENTS CAPITAL PRO CT 851 – FEDERA PROJECT NO. HSIPL-5247(024) TO ALFARO COMMUNICATIONS CONSTRUCTIO , INC. AND REJECT AL OTHER BIDS

RECOMMENDATION: It is recommended that the City ouncil:

1. Award construction contract (Attachment B) to Alfa Com unications Construction, Inc. for Highway Safety Improvement Program (HSIP) Cycle 7 Capital P 851 – Federal Project No. HSIPL-5247(024) for the amount of $1,134,591; and,
2. Approve a 10% construction conting of $113,459; and,
3. Reject all other bids and authorize th City k's Office to re se bidders' bonds; and,
4. Accept Crosstown Electrical & Data, In 's bid wi wal letter d ted July 25, 2024 (Attachment A); and,
5. Authorize the City Manager to execute e agreem nt ny subsequent change orders; and,
6. Take such additional, related action that ay b desirable.

The City Clerk's Office acknowledged e(1) m mber of the ublic wishing to address the City Council. The speaker was provided three minutes to address t City Cou l and said eaker cards is on file at the City Clerk's office.

Councilmember Torres motion seconded b Councilmembe Tamayo, to approve the item; the motion was approved unanimously.

17. APPROVE AWARD OF PR F SSIONAL SERVICES AGREEMENT NO. 4219 TO G2 CONSTRUCTION, INC. TO INSTALL F CAPTUR TORM DRAIN TRASH DEVICES ON CITY-OWNED CATCH BASINS

RECOMMENDATION: I recomm nded that the City Council:

Approve by a four-f s vote of the City Council the urgency fabrication and installation of Connector Pipe creen (CPS) and tomatic Retractable Screen (ARS) units at thirteen locations per Municipal Code S ion 3.20.050(D Conformance with bidding procedures (exceptions); and,

2. Awa Profession Services Agreement No. 4219 to G2 Construction, Inc. to install thirteen catch basins with sc en dev es for stormwater quality protection for a not-to-exceed amount of $104,479; and,
3. Amend t F cal Year 2024-25 budget by increasing appropriations by $104,479 in the Measure W Fund, Acc unt No.229-30-315-6040.55 (Measure W, Public Works, Stormwater, Water System Maintenance); and,
4. Authorize the City Manager to execute the Agreement on behalf of the City; and
5. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

18. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 3922 WITH PSOMAS CONSULTING SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 – FEDERAL PROJECT NO. HSIPL-5247(024)

RECOMMENDATION: It is recommended that the City Council:

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1. Approve a Letter of Engagement to Master Retainer Agreement No. 3922 between the City of Montebello and PSOMAS Consulting Services for Construction Management and Inspection Services for Highway Safety Improvement Program (HSIP) Cycle 7 (CP 851) – Federal Project No. HSIPL-5247(024) for a not-to-exceed amount of $360,051; and,
2. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

19. REJECT BIDS RECEIVED FOR CONSTRUCTION OF A DOG PARK AT CUÑA PARK (CP 922) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1 AND AUTHORIZE STAFF TO PROCEED WITH READVERTIZING AND REBIDDING THE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Reject bids received for construction of a dog park at A ña Park (CP 922) ccordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to modify the project scope of wo in conformance with all ap able engineering standards; and
3. Authorize staff to re-advertise the Notice Inviting d in accor nce with Public Contract Code Section 22038(a)(1); and
4. Take such additional, related action that may be desira

The City Clerk's Office acknowledged one(1) memb f the public wishing address the City Council. Speaker was provided three minutes to address the City Council an said ker card is on at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Co cilmemb Jim z to approve the item; the motion passed unanimously.

20. ADOPT PLANS, SPECIFICAT ND ENGIN R'S ESTIMATE (PS&E) FOR CONSTRUCTION OF THE RIO HONDO RIVER ACCES IMPRO EMENT PR JECT (CP 924) AND AUTHORIZE BID ADVERTISEMENT

RECOMMENDATION is recomme ded that the y Council:

1. Adopt the 100% mplet plans, spe tions and engineer's estimate (PS&E) for the Construction of the Rio Hondo Rive ess Improvement Project - Capital Project 924; and,
2. Appr vironment Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 11 ategoric xemption nder the California Environmental Quality Act (CEQA); and,
3 uthorize staff t roceed w bid advertisement for construction; and,
Amend the Fiscal ar 2024 25 budget by increasing appropriations by $110,850 in Account No. 221-70-742-6040.96 (M sure A, Parks and Recreation, Rio Hondo River Access Project, Engineering esign); and,
5. T such addition related action that may be desirable.

The City Clerk's Office know ged one(1) member of the public wishing to address the City Council. Speaker was provided three minutes to ss the City Council and said speaker card is on file at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez to approve the item; the motion was approved unanimously.

21. APPROVE GRANT REA PARK PETTING ZOO LICENSE AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a new Petting Zoo Operator License Agreement with WRW Inc. ("Licensee"); and
2. Authorize the City Manager to execute an agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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22. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 24-20 FOR POLICE AND GENERAL VEHICLE UPFITTING

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 24-20 for Police and General Vehicle Upfitting; and,
2. Take such additional, and related, action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

23. WAIVE THE SECOND READING AND ADOPTION OF ORDINANCE NO. 247 AMENDING CHAPTER 10.68 OF THE CITY OF MONTEBELLO MUNICIPAL CODE REGARDING OVERS ED VEHICLE PARKING

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2478 amending Montebe Municipal Code ("MMC") Chapter 10.68 to establish new regulations regarding ov ized vehicle parking luding containers and unattached trailers Citywide; and
2. Determine and find that this action is exempt from he California Environmental Q ality Act ("CEQA") pursuant to CEQA Section 15061(b)(3), the com nsense exem ion; and
3. Take such additional, related, action that may be irable.

Councilmember Torres motioned, seconded by Councilmember Tam o, to approve the item; the motion passed unanimously.

24. RECEIVE AND FILE THE FISCAL YEAR 20 2-2 NNUAL COMPR ENSIVE FINANCIAL REPORT (ACFR)

RECOMMENDATION: It is recommended tha the City C l

1. Receive and file the Fiscal Year 2022-23 nn l Comprehensive Financial Report (ACFR); and
2. Take such additional t tion that m be desirable.

Councilmember Torres, motioned approve th presentation nd requested that a copy of the auditor's response to the presentation be provided for di ussion during e Closed Ses n. There was no second motion.

City Manager Alvarez stated that re a no additional documents other than what has been provided in the Annual Comprehensive Financial Report.

Mayor Pro Tem M endez mo ed, seco ded by Councilmember Jimenez, to approve the item as is; the motion was approved by th ollowing vote:

MOVED: Melend	***SECONDED: Jimenez***	***APPROVED: 4-1-0-0***
AYES: *Jimenez, M ndez, Tama , Peralta*		
NOES: *Torres*		
ABSTAIN: *None*		
ABSENT: *None*		

25. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2024 (Fourth Quarter of Fiscal Year 2023-24); and,
2. Take such additional, related action that may be desirable.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

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26. APPROVAL OF MINUTES: JUNE 26, 2024, CITY COUNCIL MEETING; JULY 24, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

27. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-63 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 14, 2024

RECOMMENDATION: It is recommended that the City Council:...

1. Adopt Resolution No. 24-63 approving the Warrant Register d ed Augu 4, 2024.

Councilmember Torres motioned, seconded by Councilmember Tam o, to approve the m; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Mayor Pro Tem Melendez attended the Contract Cities ard Retre

COUNCIL/AGENCY ORALS

Announcements and requests for future ag da items.

- **David N. Torres, Councilm ber**

  1. Request for council co ensus to Fireworks Ad Hoc committee to analyze current ordinances and recommend updates th will courage illeg activity and improve community safety.
  2. Request for staff update on ablishing an ordinance to address vacant commercial properties.
  3. Requesting onsensu directing staff to develop an ordinance requiring establishments accept cash as pay nt in Mon ello.
  4. Reques or council con nsus to signate, by ordinance, truck routes in the City of Montebello for the health o esidential streets d enforcement against improper routes.
  5. Reque for council conse us to develop an ordinance for the preservation of historic architecture and other cultu ly significant fea res in Montebello.
  6. Request f council con nsus to calendar further discussions on a policy to guide council and commission pro dures.

1. Consensus was received to establish a Fireworks Ad Hoc Committee.
2. City Manager Alvarez informed the Council that the Ordinance would be presented at a future Council Meeting.
3. Consensus was received to direct staff to develop an ordinance requiring establishments to accept cash as payment in Montebello.
4. Consensus was received to designate, by ordinance, truck routes in the City of Montebello for the health of residential streets and enforcement against improper routes.
5. Consensus was received to develop an ordinance for the preservation of historic architecture and other culturally significant features in Montebello.
6. Consensus was received to calendar further discussions on a policy to guide council and commission procedures.

- **Salvador Melendez, Mayor Pro Tem**

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- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **Scarlet Peralta, Mayor**

  1. Request a study session to develop an Inclusionary Housing Ordina e.
  2. Request consensus to create the Community Beautification Awards Initiative, cognizing residents who take pride in the appearance of their homes.
  3. Launch Operation City Pride in partnership with Caltrans:
  - Integrate the Caltrans Customer Service Request Port and Support Services in the City App and platforms.
  - Organize community cleanups in partnership with C rans.

1. Consensus was received to schedule a study session to develop an Incl ionary Housing Ordinance.
2. Consensus was received to create the Community ification Awards In tive, recognizing residents who take pride in the appearance of their homes.
3. Mayor Peralta announced the new Operation City Pr in partne with Caltrans.

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adj n to the ne **R I r Meeting on August 28, 2024, at 6:00 p.m.,** which can be live-streamed at https://www.montebe a.gov Click on Liv eam).

I, Kimberly Guillen, Se puty City rk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or befor **unday, gust 11, 24, no later than 6:00 p.m.**

Kimberly Guillen, Senior put ity Clerk

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta to adjourn the meeting at 10:47 p.m.

THE MINUTES OF AUGUST 14, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 25TH DAY OF SEPTEMBER 2024.

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

DRAFT

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** STREET PARKING RESTRICTION

MEETING DATE: 8/14/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Elizabeth ARENAS **PHONE:** _____ (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/19/20 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Huerfano **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Other

MEETING DATE: 8-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** [redacted] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____ *(Optional)*

ADDRESS: on file *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda ~~Nicole~~ NICKLAS **PHONE:** _____ (Optional)

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 6

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/14/24 **TIME RECEIVED:** 6:38

SPEAKER'S FULL NAME: Brissa Sotelo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Self

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☑ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 87

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/14/24 **TIME RECEIVED:** 6:47pm

SPEAKER'S FULL NAME: Joelia Valdez **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** EMAIL UPDATE

MEETING DATE: 8/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ELIZABETH ARENAS **PHONE:** _____ (Optional)

ADDRESS: — (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 1D

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** ADVENTIST HEALTH WHITE

MEETING DATE: 8/14/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Elizabeth ARENAS **PHONE:** _____ (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: —

ACCOMMODATIONS: —

TRANSLATION NEEDED: No ☐ Yes ☐ Language: —

RECEIVED BY STAFF: —

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

6

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** 5:45 PM

MEETING DATE: 08/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MAX MASUDA-FARKAS **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** 13

Opposed ☑ In Support ☐ Neutral ☐ **TOPIC:** 301 TRAMAR PROJECT

MEETING DATE: 8/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TOM UCH **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8.14.24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Giovanni Sergi **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Moli Nori

MEETING DATE: 8-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MAXIMILIANO CARANZA **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MANUEL P. COZANO **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** 301 Jacmar Dr.

MEETING DATE: 8/13/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Sara Gonzalez **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** 301 Jacmar Dr.

MEETING DATE: 8/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Edmund Robert Veloz **PHONE:** [redacted]

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** JACMAR PROJECT

MEETING DATE: 8/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: JORGE M. MARTINEZ **PHONE:** _____ (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: Resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 10

No Show

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** 301 JACMAR DR.

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joel PARRA **PHONE:** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☑ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Dionisia Hurtado **PHONE:** [redacted] (Optional)

ADDRESS [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** 301 Jacmar

MEETING DATE: 8/14/24 **TIME RECEIVED:** 6:38

SPEAKER'S FULL NAME: Brison Sotelo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** #16

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nickles **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO **Request No.** 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 19

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Mullen **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☐ **AGENDA ITEM NO.** 20

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** need proposed plans

MEETING DATE: 8/14 **TIME RECEIVED:**

SPEAKER'S FULL NAME: Denise Mavookian Haggopian **PHONE:** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: self

NOTES: Sign digital - plans for 269 E. Beverly Blvd.

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☒ Yes ☐ Language: English

RECEIVED BY STAFF:

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, AUGUST 28, 2024 AT 6:00 PM

CITY HALL COUNCIL HAMBERS
1600 WEST BEVERLY B ULEVARD
MONTEBELLO, CALIF RN A

DRAFT

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meetin o order at 6:0 p.m.

ROLL CALL

Members present were Mayor Peralt ayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tam Clerk Jim ez and City Treasurer Matanga were also present.

City Attorney Ar ld Alvarez-Glas n, City M ager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly O hoa, and all Departm nt Directors David Sosnowski, Cesar Palombi, Joseph Palombi, Ramon Figueroa, Acting Directo ohn Soria, Police Ch f Paul Espinosa, and Fire Chief Fernando Pelaez.

ANNOUNCEMEN OF CLOSED SE SION ITEMS

City Attorney Alvarez-G man a ounced the Closed Session Items.

PUBLIC COMMENTS ON SED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6

Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code Section 54956.8
Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi
Negotiating party: Weber Properties
Under negotiation: Price and terms of sale

3. INSURANCE LIABILITY CLAIM
Government Code Section 54956.95
Claimant: Arlene Salazar
Agency claimed against: City of Montebello, et al.

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATE LITIGATI N
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one case

5. CONFERENCE WITH LEGAL COUNSEL – E ISTING IGATION
Government Code Section 54956.9(d)(1)
Prologis, Inc. v. LA County Metropolitan, et al. (2 STCP 014)

REGULAR SESSION - IMMEDIAT LY FOLLO NG CLOSE SESSION

CLOSED SESSION REPORT

Mayor Peralta reco ened the eeting at 03 p.m.

All five memb s were present to cuss all losed Session items. City Attorney Arnold Alvarez-Glasman provided the following repo to City Council: Item o. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report; em No. 2, a brie g was provided to City Council, City Council provided direction to the agency's negotiator, no actio was taken and thing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothin urther to r ort; Item No. 4, a briefing was provided to City Council, no action was taken and nothing further to repor tem N . 5, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

DRAFT

6. MONTEBELLO YOUTH LEADERSHIP CLUBS 11-YEAR ANNIVERSARY

Presented by Mayor Peralta.

7. CHECK PRESENTATION TO VARIOUS CITY ORGANIZATIONS (YMCA, LIONS CLUB, ROTARY, ASHIYA SISTER CITY, STEPANAKERT SISTER CITY, MONTEBELLO HISTORICAL SOCIETY, MONTEBELLO CHAMBER)

Presented by Mayor Peralta.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

The City Council will address non-agenda items during this section and speakers will lled in the order received. Those persons not accommodated during this 30-minute period will have an opportuni to sp k under "Public Comments – Continued", after all scheduled matters have been considered. **Public Heari g, Regula usiness and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the ord received.**

Please be aware that the maximum time allotted for members of e public to speak shall t exceed three (3) minutes per speaker. State Law prohibits the City Council from king action or entertaining ex ended discussion on a topic not listed on the agenda. Please show courtesy to hers and dir t all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged eight(8) members of the public wis g to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMU ITY I EREST

City Manager Alvarez invited the community to join the 9/ Comm orat Ceremony before the start of the City Council Meeting. He also announced the new Tesla Developmen Site Montebello, which includes a showroom, maintenance facility, and a pick-up location for pre-ord ehicles. He t ed the Director of Planning and Community Development, Joseph Palombi, and his team for the hard wo in bringing his new business to the community.

CONSENT CALENDAR

All matters listed under the C sent Calenda are considere o be routine. Any items a member wishes to discuss, including any items the public mitted sp for should be designated at this time. All other items may be approved in a single motion. Such prov will also waive he reading of any Ordinance.

Councilmember Torr yor Pera pulled Item No. 13.

Councilmembe menez motione seconde y Mayor Pro Tem Melendez, that Item Nos. 8-12 and 14-18, be approved; the motion p sed unanimously.

8. APPR VE ACCEPTANCE OF THE 2021 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUG AGREEMENT NO. 4222 WITH THE COUNTY OF LOS ANGELES' CHIEF EXECUTIVE OFFICE

RECOMMEND TION: I s recommended that the City Council:

1. Authorize City Manager to execute Agreement No. 4222 with the County of Los Angeles' Chief Executive Office (CEO) to accept previously awarded pass through public safety grant funding; and,
2. Accept grant funding of $57,000 from the State Homeland Security Program (SHSP), which was previously awarded in 2021, to purchase public safety equipment; and,
3. Amend the Fiscal Year 2024-2025 budget by increasing appropriations by $57,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and $57,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Take such additional, related action(s) that may be desirable.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

DRAFT

9. ADOPT RESOLUTION 24-67 TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAFE CLEAN WATER MUNICIPAL FUNDS TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution 24-67 authorizing the City Manager to execute the Safe Clean Water Municipal Funds Transfer Agreement with Los Angeles County Flood Control District; and
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approv he item; the motion passed unanimously.

10. APPROVE EMERGENCY PURCHASE ORDER FOR A.O. REED & CO C TO REPLACE THE POLICE DEPARTMENT SERVER ROOM AIR CONDITIONING SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council an e rgency purchase order h A.O. Reed & Co. LLC for emergency replacement of the Police Dep tment Server Room Air Con oning system per Montebello Municipal Code Section 3.20.050; an
2. Amend the Fiscal Year 2024-25 budget by increa g appropri ons by $54,534 in Account No. 100-80-840-6040.60 (General Fund, Police Department, Head arters Rehab-Repair, Contract Services Building Maintenance/Repairs); and,
3. Take such additional, related action that may be desirabl

Councilmember Jimenez motioned, seconded by M yor P T m Melendez, approve the item; the motion passed unanimously.

11. APPROVE RESOLUTION AUTHORIZING RECEIP OF HE CALIFORNIA DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPO TA ION (CALTRANS) PLANNING GRANT AWARD AND AUTHORIZE THE CITY MAN G TO EXECU A CONTRACT WITH CALTRANS RELATED TO THE GRANT AWARD

RECOMMENDATION is recomme ded that the C y Council:

1. Adopt a Resolu aut rizing receip f the California Department of Transportation (Caltrans) Sustainable Transp on Planning Grant Award for four hundred forty-two thousand six hundred and fifty ($442,650 ncluding authorizing the required local match of fifty-seven thousand three h dred fifty ars ($57 50); and
2 uthorize the C Manage execute the Sustainable Transportation Planning Grant documents and any amendments ereto, to deliver all documents required or deemed necessary or appropriate to secure the Grant A ard, and to negotiate and enter into a contract with Caltrans related to the grant ward on behalf of t City; and
3. T such addition and/or related action that may be necessary.

Councilmember Jimene moti ed, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

12. AUTHORIZE STAFF TO SUBMIT AN APPLICATION FOR THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FISCAL YEAR 2024-25 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of a grant application for the California Office of Emergency Services (Cal OES) Fiscal Year 2024-25 State and Local Cybersecurity Grant Program; and,
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

DRAFT

13. ADOPT RESOLUTION NO. 24-72 APPROVING A COMPREHENSIVE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION AND RESOLUTION NO. 24-73 APPROVING THE CITY OF MONTEBELLO COMPENSATION PLAN, TABLE OF ORGANIZATION, AND JOB CLASSIFICATIONS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-72 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Officers Association (MPOA) regarding wages, hours, and other terms and conditions of employment; and,
2. Adopt Resolution No. 24-73 approving the City of Montebello compensati plan, table of organization, and job classifications; and,
3. Take such additional, related action that may be desirable.

Councilmember Torres and Mayor Peralta spoke in support of the item.

Councilmember Jimenez motioned, seconded by Councilmember Torres, t approve the item; e motion was approved unanimously.

14. ADOPT RESOLUTION NO. 24-68 AUTHORIZING SUBMIS ON OF AN APPLICATION T THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (S AG) FOR GRANT FUNDING FROM THE 2024 SUSTAINABLE COMMUNITIES PROGRAM – ACTIVE ANSPORT TION & SAFETY

RECOMMENDATION: It is recommended that the City Coun

1. Adopt Resolution No. 24-68 auth g submission of application to the Southern California Association of Governments (SCAG) r gr f nding from th 024 Sustainable Communities Program – Active Transportation and Safety (S P Grant);
2. Take such additional, related, action th may be sir

Councilmember Jimenez motioned, se d by Mayor Tem Melendez, to approve the item; the motion passed unanimously.

15. ADOPT RESOLUTION N . 24-69 AU ORIZING E DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE T ANSPORTAT N DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION F ND AND TH E TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2024-25

RECOMMENDATION: It is mmended that the City Council:

1. A pt Resol n No. 24 authorizing the Director of Finance to submit a claim for funding provided by e Transporta Develo ent Act through the Local Transportation Fund and the State Transit Assistance Fund f Fiscal Year 2024-25; and
Take such addition related, action that may be desirable.

Councilmember J enez motioned econded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

16. ADOPT RESOL TIO NO. 24-70 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO OB AIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-70 authorizing the City Manager to execute all documents required to obtain funds provided by Senate Bill 1 (SB1); and,
2. Take such additional, related, action that may be desirable.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

17. APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2024-25

RECOMMENDATION: It is recommended that the City Council:

DRAFT

1. Authorize issuing Blanket Purchase Orders/ Purchasing authorization amounts to various vendors for the 2024-25 Fiscal Year; and,
2. Authorize the City Manager to approve up to an additional $25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and,
3. Take such additional, related action(s) that may be desirable.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

18. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-64 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 28, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-64 approving the Warrant Register d ed Augu 28, 2024.

Councilmember Jimenez motioned, seconded by Mayor Pro Tem M ndez, to approve the ite the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings atten e the expense of th local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for futur agen items.

- **Salvador Melendez, May Pro Tem**
- **Angie M. Jim nez, Coun member**
- **Georgina Tam o, Councilm mber**
- **David N. Torres, Councilmember**
- **Scarlet Peralta, Mayor**

  1. **Requesting Council Consensus to direct staff to explore the creation of a small business theft and vandalism fund through CDBG funding.**

DRAFT

1. Consensus was received to direct staff to explore the creating of a small business theft and vandalism fund through CDBG funding.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 11, 2024 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby ce y tha copy of this agenda has been posted on or before **Sunday, August 25, 2024, no later than 6:00 p.m.**

Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned in memory of long-time Monteb residents Ed rd Castillo Soto and Robert Tapia. Councilmember Jimenez adjourned in the memory of R hard Alato

Mayor Pro Tem Melendez motioned, seconded by Mayor ralt o adjourn the meeting at 8:11 p.m.

THE MINUTES OF AUGUST 28, 24, AR HEREBY PPROVED AND ADOPTED ON THIS 25TH DAY OF SEPTEMBER 2024.

EXHIBIT - CITY OF MONTEBE LO FORECA TED AGENDA

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

- **CITY OF MON EBELLO ORECAS D AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Heart of Compassion

MEETING DATE: 8/28 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Milton Muer **PHONE:** _____ (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: Heart of Compassion

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28/24 **TIME RECEIVED:** 5:56 pm

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 08-28-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE** [redacted]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28 **TIME RECEIVED:** 6:28 pm

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 5

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28/2024 **TIME RECEIVED:** 6:32

SPEAKER'S FULL NAME: Joella Valdez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: N/A

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Sen. Richard Polanco **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28/19 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Huerta **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 8

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8/28/24 **TIME RECEIVED:** 1910

SPEAKER'S FULL NAME: GREG GONZALEZ **PHONE:** [redacted] *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

August 28, 2024

Good evening

Linda Nicklas Co-Founder of MATCH90640, address on file

This evening, I would like to clarify an article from the Whittier Daily Newspaper regarding the opening of a TESLA dealership. FYI the negotiations were brokered by former City Manager Rene Bobadilla and former Mayor Cobos-Cawthorne, both Tesla owners.

Once in full operation, the Tesla dealership will be the biggest sales tax revenue for the City of Montebello, again the former Mayor's legacy for the continuous sales tax revenue to keep Montebello financially solid.

Scarlet before you take credit make sure it was you not another person you're copying.

Just like Top Golf you had no dealings for bringing it to the city, all you did was cut the ribbon.

David, again you never do your research, just open your mouth and double talk, which FYI people are so sick of hearing you rant repeatedly.

In 2021 I called the then-State Auditor Elaine Howle and voiced my concern with the methodology of the figures. The city's sales tax revenue was not considered, I am a math savant and worked with auditors and figures. It was agreed

that Montebello was not on the High-Risk list any longer. Nor was the city on the list in the year 2022.

It was back on the High-Risk list in 2023, the year you David became mayor no big surprise there and this year 2024 under Scarlet.

So again, Scarlet, you're planning to illegally bring food into the Chile Verde Golf Course against city laws on September 26, 2024, which I guess you were given carte blanche (which means freedom to act as one wishes) you don't need to ask AI for the definition.

That's a violation of FPPC rules that you are not allowed to use city-owned facilities for your political campaigning.

Guess you think you're above the laws and nothing can be done to you, just wait...it's coming.

Thank you.

ITEM # 19

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-75 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 25, 2024

RESOLUTION NO. 24-75

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.1580, consisting of 7 pages, and including:

Warrant No.

General: Check No. 604629 through 604754
ACH No. 7088 through 7173
Successor Agency: Check No. 1523 through 1524

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED!THIS 25th DAY OF SEPTEMBER 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-75 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 25th day of September 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1580
From Payment Date 08/30/24 - To Payment Date 09/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7088	09/05/2024	$8,365.68	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
7089	09/05/2024	$898.63	TRAINING	3163	BANK OF AMERICA
7090	09/05/2024	$625.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7091	09/05/2024	$889.67	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7092	09/05/2024	$130.48	SUPPLIES	3163	BANK OF AMERICA
7093	09/05/2024	$571.88	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7094	09/05/2024	$4,776.45	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
7095	09/05/2024	$1,440.69	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
7096	09/05/2024	$4,838.68	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7097	09/05/2024	$8,602.14	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
7098	09/05/2024	$66,390.15	CONTRACT SERVICES	3016	ANTARES GOLF LLC
7099	09/05/2024	$389,658.54	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
7100	09/05/2024	$4,196.91	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
7101	09/05/2024	$133.50	SUPPLIES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
7102	09/05/2024	$480.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
7103	09/05/2024	$25,658.45	CONTRACT SERVICES	371	FLO-SERVICES INC
7104	09/05/2024	$4,950.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
7105	09/05/2024	$3,439.69	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
7106	09/05/2024	$7,000.37	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
7107	09/05/2024	$6,157.81	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
7108	09/05/2024	$8,445.73	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
7109	09/05/2024	$68,893.26	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
7110	09/05/2024	$6,870.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
7111	09/05/2024	$5,000.00	CONTRACT SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
7112	09/05/2024	$3,879.73	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
7113	09/05/2024	$8,116.61	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
7114	09/05/2024	$2,180.47	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
7115	09/05/2024	$594.36	CONTRACT SERVICES	3147	PMC PLUMBING INC
7116	09/05/2024	$1,578.00	CONTRACT SERVICES	3369	SALLY SWANSON ARCHITECTS INC
7117	09/05/2024	$282.74	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
7118	09/05/2024	$5,000.00	CONTRACT SERVICES	4195	MONTEBELLO ASHIYA SISTER CITY ASSOCIATION
7119	09/05/2024	$13,040.83	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
7120	09/05/2024	$1,788.98	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
7121	09/05/2024	$20,833.35	MISCELLANEOUS EXPENSE	2789	TREND SPORTS LLC
7122	09/05/2024	$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE

City of Montebello
Register of Demands No. 1580
From Payment Date 08/30/24 - To Payment Date 09/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7123	09/05/2024	$411.45	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
7124	09/05/2024	$8,144.18	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7125	09/05/2024	($54.40)	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7126	09/05/2024	$1,091.16	SUPPLIES	3163	BANK OF AMERICA
7127	09/05/2024	$508,128.32	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
7128	09/05/2024	$388,058.07	PENSION/RETIREMENT PAYABLE	17	CAL PERS
7129	09/05/2024	$385,595.28	PENSION/RETIREMENT PAYABLE	17	CAL PERS
7130	09/05/2024	$1,450.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
7131	09/05/2024	$1,450.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
7132	09/05/2024	$1,600.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
7133	09/05/2024	$653.76	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7134	09/05/2024	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
7135	09/05/2024	$2,012.00	CONTRACT SERVICES	2793	IBE DIGITAL
7136	09/05/2024	$421,263.76	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
7137	09/05/2024	($421,263.76)	RETENTION	4220	R.C. CONSTRUCTION SERVICES INC
7138	09/12/2024	$5,220.23	SUPPLIES	3163	BANK OF AMERICA
7139	09/12/2024	$646.78	SUPPLIES	3163	BANK OF AMERICA
7140	09/12/2024	$2,459.98	FUEL	3163	BANK OF AMERICA
7141	09/12/2024	$653.39	SUPPLIES	3163	BANK OF AMERICA
7142	09/12/2024	$335.68	SUPPLIES	3163	BANK OF AMERICA
7143	09/12/2024	$1,447.82	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7144	09/12/2024	$575.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
7145	09/12/2024	$772.57	SUPPLIES	3163	BANK OF AMERICA
7146	09/12/2024	$720.04	SUPPLIES	3163	BANK OF AMERICA
7147	09/12/2024	$12.48	SUPPLIES	3163	BANK OF AMERICA
7148	09/12/2024	$89.69	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7149	09/12/2024	$1,489.10	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7150	09/12/2024	$457.02	SUPPLIES	3163	BANK OF AMERICA
7151	09/12/2024	$401.90	SUPPLIES	3163	BANK OF AMERICA
7152	09/12/2024	$170,909.25	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
7153	09/12/2024	$7,600.00	MACHINERY & EQUIPMENTS	3498	AMAZING AIR CONDITIONING
7154	09/12/2024	$1,856.21	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7155	09/12/2024	$74,500.78	CONTRACT SERVICES	3016	ANTARES GOLF LLC
7156	09/12/2024	$3,235.63	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
7157	09/12/2024	$163.17	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
7158	09/12/2024	$579.50	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7159	09/12/2024	$18,765.53	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
7160	09/12/2024	$38,681.32	FUEL INVENTORY	962	MO DION & SONS INC
7161	09/12/2024	$17,300.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
7162	09/12/2024	$2,851.24	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
7163	09/12/2024	$420.00	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
7164	09/12/2024	$17,580.56	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
7165	09/12/2024	$5,235.40	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
7166	09/12/2024	$802.50	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
7167	09/12/2024	$4,800.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
7168	09/12/2024	$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
7169	09/12/2024	$1,395.60	CONTRACT SERVICES	3147	PMC PLUMBING INC
7170	09/12/2024	$630.26	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
7171	09/12/2024	$535.60	RETIREMENT	27300	ROBERT C TUFANO
7172	09/12/2024	$511.56	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7173	09/12/2024	$400.00	CONTRACT SERVICES	328	ANNE DONOFRIO-HOLTER
	ACH TOTAL	$2,401,584.39			
604629	09/05/2024	$642.36	UTILITY SERVICES	1732	AT&T CORP
604630	09/05/2024	$3,760.95	VEHICLE MAINTENANCE/EXPENSES	113	ALACO LADDER COMPANY
604631	09/05/2024	$610.18	UTILITY SERVICES	39550	AT&T
604632	09/05/2024	$575.38	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
604633	09/05/2024	$1,356.91	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
604634	09/05/2024	$1,420.17	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604635	09/05/2024	$1,327.57	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
604636	09/05/2024	$381.18	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
604637	09/05/2024	$6,868.50	MACHINERY & EQUIPMENTS	3784	CPACINC.COM
604638	09/05/2024	$12,970.57	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
604639	09/05/2024	$140.00	POLICE RELATED FEES	4727	ANTONIA G FERNANDEZ
604640	09/05/2024	$2,008.65	UNIFORM EXPENSE	55650	GALLS LLC
604641	09/05/2024	$14,800.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
604642	09/05/2024	$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
604643	09/05/2024	$100.00	PARKS AND RECREATION	4731	MAKIKO HARA
604644	09/05/2024	$3,003.38	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
604645	09/05/2024	$1,109.44	SUPPLIES	2059	HASA INC

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General Account					
604646	09/05/2024	$2,331.33	CONTRACT SERVICES	4550	HOWROYD-WRIGHT EMPLOYMENT AGENCY INC
604647	09/05/2024	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
604648	09/05/2024	$3,200.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
604649	09/05/2024	$452.13	SUPPLIES	4713	JUICED UP ATHLETICS
604650	09/05/2024	$115.90	MISCELLANEOUS EXPENSE	38080	DEBORAH A KOSAREFF
604651	09/05/2024	$5,000.00	CONTRACT SERVICES	133	LIONS CLUB OF MONTEBELLO
604652	09/05/2024	$140.00	POLICE RELATED FEES	4728	JUAN MANUEL MANCILLAS
604653	09/05/2024	$1,020.00	CONTRACT SERVICES	1073	MONJARAS & WISMEYER GROUP INC
604654	09/05/2024	$5,000.00	CONTRACT SERVICES	800	MONTEBELLO HISTORICAL SOCIETY
604655	09/05/2024	$17,187.44	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
604656	09/05/2024	$5,000.00	CONTRACT SERVICES	2355	MONTEBELLO ROTARY CLUB
604657	09/05/2024	$355.29	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
604658	09/05/2024	$5,000.00	CONTRACT SERVICES	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
604659	09/05/2024	$144.49	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
604660	09/05/2024	$54.24	SUPPLIES	15620	OFFICE DEPOT INC
604661	09/05/2024	$23,703.75	CONTRACT SERVICES	4489	PI VARIABLES INC
604662	09/05/2024	$10,894.77	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
604663	09/05/2024	$4,000.00	BUILDING IMPROVEMENTS	4402	PREMIER WALL SYSTEMS INC
604664	09/05/2024	$382.45	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
604665	09/05/2024	$1,076,870.95	CONTRACT SERVICES	3293	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
604666	09/05/2024	$10,926.59	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604667	09/05/2024	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
604668	09/05/2024	$5,000.00	CONTRACT SERVICES	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
604669	09/05/2024	$9,279.15	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604670	09/05/2024	$11,768.12	UTILITY SERVICES	526	T-MOBILE USA INC
604671	09/05/2024	$2,309.86	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
604672	09/05/2024	$2,400.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604673	09/05/2024	$638.59	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
604674	09/05/2024	$2,768.13	UTILITY SERVICES	72570	US TELEPACIFIC CORP
604675	09/05/2024	$359.75	SUPPLIES	45120	ULINE INC
604676	09/05/2024	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
604677	09/05/2024	$0.00	VOID	4725	VERITEXT LLC
604678	09/05/2024	$1,037.26	UTILITY SERVICES	23610	VERIZON WIRELESS
604679	09/05/2024	$11,267.50	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
604680	09/05/2024	$300.00	TRAINING	3708	VERONICA LARA
604681	09/05/2024	$421,263.76	RETENTION	4730	AMERICAN BUSINESS BANK

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General Account					
604682	09/05/2024	$5,400.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
604683	09/05/2024	$26,212.38	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
604684	09/05/2024	$811.46	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
604685	09/12/2024	$675.00	CONTRACT SERVICES	1674	1st JON INC
604686	09/12/2024	$29,212.78	MACHINERY & EQUIPMENTS	4598	49ER COMMUNICATIONS INC
604687	09/12/2024	$26,709.00	CONTRACT SERVICES	4686	A.O. REED & CO LLC
604688	09/12/2024	$59.03	UTILITY SERVICES	1732	AT&T CORP
604689	09/12/2024	$2,337.79	UTILITY SERVICES	39550	AT&T
604690	09/12/2024	$30,056.44	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
604691	09/12/2024	$14,370.67	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604692	09/12/2024	$450.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
604693	09/12/2024	$11,402.00	MACHINERY & EQUIPMENTS	4617	CDCE INC
604694	09/12/2024	$1,890.00	CONTRACT SERVICES	3644	GRACE CHANG
604695	09/12/2024	$1,575.00	CONTRACT SERVICES	3644	GRACE CHANG
604696	09/12/2024	$6,655.64	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604697	09/12/2024	$1,942.90	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
604698	09/12/2024	$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
604699	09/12/2024	$1,785.00	CONTRACT SERVICES	3568	CIVICPLUS LLC
604700	09/12/2024	$3,005.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
604701	09/12/2024	$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
604702	09/12/2024	$1,640.52	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
604703	09/12/2024	$712.22	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
604704	09/12/2024	$200.00	TRAINING	4736	JOE DE LA TORRE
604705	09/12/2024	$50.00	TRAVEL & MEETINGS	4447	YVETTE FERNANDEZ
604706	09/12/2024	$140.00	POLICE RELATED FEES	4734	RUDY FUENTES
604707	09/12/2024	$14,900.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
604708	09/12/2024	$336,468.12	CONTRACT SERVICES	13750	CITY OF GLENDALE
604709	09/12/2024	$22,954.98	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
604710	09/12/2024	$440.00	ADVERTISING/PRINTING SERVICES	4005	NELLY HERNANDEZ
604711	09/12/2024	$6,507.30	CONTRACT SERVICES	4550	HOWROYD-WRIGHT EMPLOYMENT AGENCY INC
604712	09/12/2024	$26,120.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
604713	09/12/2024	$502.22	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
604714	09/12/2024	$425.00	CONTRACT SERVICES	993	IVA SOLUTIONS INC
604715	09/12/2024	$418.22	VEHICLE MAINTENANCE/EXPENSES	9830	JOHNS LIFT REPAIR SERVICE INC
604716	09/12/2024	$15,851.99	CONTRACT SERVICES	3716	KOA CORPORATION
604717	09/12/2024	$50.00	TRAVEL & MEETINGS	3708	VERONICA LARA

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General Account					
604718	09/12/2024	$6,016.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
604719	09/12/2024	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
604720	09/12/2024	$19,255.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
604721	09/12/2024	$2,863.00	CONTRACT SERVICES	4555	MAK FIRE PROTECTION ENGINEERING AND CONSULTING INC
604722	09/12/2024	$500.00	CONTRACT SERVICES	4547	XHAVIER MENDOZA
604723	09/12/2024	$8,933.51	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
604724	09/12/2024	$5,000.00	CONTRACT SERVICES	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
604725	09/12/2024	$965.00	VEHICLE MAINTENANCE/EXPENSES	4590	ERICK MORENO
604726	09/12/2024	$1,162.20	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
604727	09/12/2024	$269.96	MACHINERY & EQUIPMENTS	1474	NATIONAL TRENCH SAFETY INC
604728	09/12/2024	$11,300.00	MACHINERY & EQUIPMENTS	4595	NETFILE INC
604729	09/12/2024	$3,311.77	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
604730	09/12/2024	$83.00	SUPPLIES	15620	OFFICE DEPOT INC
604731	09/12/2024	$175.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
604732	09/12/2024	$925.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
604733	09/12/2024	$1,500.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
604734	09/12/2024	$492.58	RETIREMENT	42490	LINDA PAYAN
604735	09/12/2024	$1,222.96	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
604736	09/12/2024	$3,828.09	SUPPLIES	503	QUADIENT INC
604737	09/12/2024	$2,293.33	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
604738	09/12/2024	$26,837.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
604739	09/12/2024	$9,000.00	ADVERTISING/PRINTING SERVICES	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM
604740	09/12/2024	$10,483.28	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
604741	09/12/2024	$197,245.78	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604742	09/12/2024	$47,310.13	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
604743	09/12/2024	$350.00	TRAINING	29600	SOCAL PUBLIC LABOR RELATIONS COUNCIL
604744	09/12/2024	$6,843.00	CONTRACT SERVICES	3085	STREAMLINE AUTOMATION SYSTEMS LLC
604745	09/12/2024	$9,926.52	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
604746	09/12/2024	$163.56	SUPPLIES	3110	TOMAS ALVARADO
604747	09/12/2024	$202,593.83	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
604748	09/12/2024	$84,237.36	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
604749	09/12/2024	$1,264.98	CONTRACT SERVICES	4725	VERITEXT LLC
604750	09/12/2024	$6,580.32	UTILITY SERVICES	23610	VERIZON WIRELESS
604751	09/12/2024	$7,709.75	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
604752	09/12/2024	$1,617.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
604753	09/12/2024	$175.00	CONTRACT SERVICES	2759	D F POLYGRAPH

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General Account					
604754	09/12/2024	$719.33	CONTRACT SERVICES	4732	INK HEAD DESIGN & PRINTS
	CHECK TOTAL	$2,984,326.04			
Successor Agency					
1523	09/05/2024	$1,500.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
1524	09/12/2024	$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	$3,755.00			
	GRAND TOTAL	$5,389,665.43			

EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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

City Council Forecasted Agenda Calendar - October

October 9th - City Council Meeting

Item #	Description	Session	Department	Presenter	Status
	Citizen of the Month -	Presentation	Public Affairs	David S.	
	Breast Cancer Awareness Month	Presentation	Public Affairs	David S.	
	Bullying Prevention Month	Presentation	Public Affairs	David S.	
	Domestic Violence Awareness Month	Presentation	Public Affairs	David S.	
	Down Syndrome Awareness Month	Presentation	Public Affairs	David S.	
	Minutes	Consent.	Admin	Kimberly G.	
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.	