



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JANUARY 8, 2025 AT 6:00 PM

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

CITY COUNCIL

Salvador Melendez, Mayor
Georgina Tamayo, Mayor Pro Tem
David N. Torres, Councilmember
Scarlet Peralta, Councilmember
Vacant, Councilmember

CITY MANAGER

Raul Alvarez

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

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

Fernando Pelaez
Paul Espinosa
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

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

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code section 54956.9(d)(1)
Salvador M. Chavez v. City of Montebello
Los Angeles Superior Court Case No. 22STCV09331
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Navarro vs. City of Montebello, et al. Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

4. **CITIZEN OF THE MONTH - DARLENE SANCHEZ-FIERRO**
5. **PROCLAMATION FOR HUMAN RIGHTS MONTH**
6. **PROCLAMATION FOR HUMAN TRAFFICKING AWARENESS MONTH**

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**

7. **PUBLIC HEARING ON HOUSING AND COMMUNITY DEVELOPMENT NEEDS CONCERNING THE FIVE-YEAR (2025-2029) CONSOLIDATED PLAN FOR THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS, THE 2025-2026 ANNUAL ACTION PLAN, THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND THE CITIZEN PARTICIPATION PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing, receive public input and provide direction to Staff on the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments, and Citizen Participation Plan; and
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS

8. **CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt a Resolution No. 25-02 to fill the City Council Vacancy by one of the following options:
2. Fill the Vacancy by Special Election to be held not less than 114 days from the call of the Special Election; or
3. Fill the Vacancy by Appointment until the next regularly scheduled General Municipal Election to be held November 3, 2026, and
4. Take such additional, related action that may be desirable.

9. **ADOPT RESOLUTION NO. 25-04 RESCINDING RESOLUTION NO. 22-73 AND OVERTURNING FINDINGS MADE BY THE CITY COUNCIL RELATED TO THE INVESTIGATION AGAINST COUNCILMEMBER DAVID TORRES AND CONSIDERATION OF A POLICY RELATED TO INVESTIGATIONS AGAINST ELECTED OFFICIALS**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-04 which rescinds Resolution No. 22-73 and overturn the findings made by the then sitting City Council due to the deficiencies and flaws related to the manner, scope, due process and

conclusions of the report and the presentation made by outside counsel to the City Council on May 3, 2022;

2. Consider adopting a policy related to City Council conduct and the process of conducting investigations of complaints against members of the City Council and other elected officials; and
3. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

10. **RESCIND AWARD AND AGREEMENT NO. 4230 WITH KYA SERVICES LLC FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION PROJECT AND REJECT ALL BIDS RECEIVED FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSALS (RFP) NO. 24-24 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22160, ET SEQ.**

RECOMMENDATION: It is recommended that the City Council:

1. Rescind award and Agreement No. 4230 with KYA Services LLC (KYA Services) for the Transportation Facility Restroom Renovation Project; and,
2. Reject all bids received for the Transportation Facility Restroom Renovation Services Request for Proposals (RFP) No. 24-24; and,
3. Take such additional, related, action that may be desirable.

11. **ADOPT RESOLUTION NO. 25-03 TO AUTHORIZE SUBMITTING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR GRANT FUNDING FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-03 to authorize submitting an application to California Department of Transportation (CalTrans) for grant funding from the Sustainable Transportation Planning Grant (STP Grant) Program; and
2. Take such additional, related, action that may be desirable.

12. **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3698 WITH PCAM LLC, DBA PARKING COMPANY OF AMERICA, TO EXTEND PROFESSIONAL SERVICES NECESSARY FOR METROLINK RAIL FEEDER SHUTTLE SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3698 with PCAM, LLC dba Parking Company of America (PCAM) to exercise the third and final one-year (1-year) contract extension for professional services required to support the Metrolink Rail Feeder Shuttle Services; and,
2. Authorize the City Manager and/or his designee, to execute Amendment No. 2 on behalf of the City of Montebello; and,
3. Take such additional, related action that may be desirable.

13. **ACCEPTANCE OF THE BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT (CP NO. 918) – NOTICE OF COMPLETION**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Bella Verde Drive Pavement Rehabilitation Project (CP No. 918) as completed by Copp Construction, Inc, and,
2. Approve the final contract amount with Copp Construction Inc. in the amount of \$1,010,979 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,

4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment (\$50,549) due to Copp Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

14. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4272 TO MR. C'S TOWING, INC. TO PROVIDE POLICE TOWING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4272 for Police Towing Services to Mr. C's Towing Inc. in accordance with Request for Proposals (RFP) No. 25-07; and
2. Authorize the City Manager to negotiate the final terms and execute the Professional Services Agreement on behalf of the City.

15. APPROVAL OF MINUTES: SEPTEMBER 25, 2024, CITY COUNCIL MEETING; OCTOBER 9, 2024, CITY COUNCIL MEETING; OCTOBER 23, 2024, SPECIAL CITY COUNCIL MEETING; OCTOBER 23, 2024, CITY COUNCIL MEETING; NOVEMBER 13, 2024, CITY COUNCIL MEETING; DECEMBER 5, 2024, SPECIAL CITY COUNCIL MEETING; DECEMBER 11, 2024 CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-01 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 8, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-01 approving the Warrant Register dated January 08, 2025.

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, Mayor Pro Tem**
- **David N. Torres, Councilmember**
- **Scarlet Peralta, Councilmember**

1. Request consensus to establish an Economic & Workforce Development Ad Hoc Committee.
2. Requesting consensus to direct staff to develop and present a plan to address maintenance and operational issues for public restrooms at our city parks.
3. Traffic & Safety Concerns: Via Ocampo & Findlay Ave.

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 22, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, January 5, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: PUBLIC HEARING ON HOUSING AND COMMUNITY DEVELOPMENT NEEDS CONCERNING THE FIVE-YEAR (2025-2029) CONSOLIDATED PLAN FOR THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS, THE 2025-2026 ANNUAL ACTION PLAN, THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND THE CITIZEN PARTICIPATION PLAN

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a public hearing, receive public input and provide direction to Staff on the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments, and Citizen Participation Plan; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The U.S. Department of Housing and Urban Development ("HUD") has not yet announced funding allocations for local jurisdictions. It is anticipated that the City of Montebello will receive approximately Three Million Dollars in Community Development Block Grant ("CDBG") entitlement funds, and approximately One Million Dollars in HOME entitlement funds from HUD for Fiscal Years 2025 through 2029. Once this information is made available, it will be used as part of the FY 2025-26 budget development process. There is no immediate fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello is considered an entitlement jurisdiction and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) for the operations of its Community Development Block Grant (“CDBG”) and HOME Investment Partnerships Program (“HOME”). The funding is determined by a formula calculated by HUD based on population, age of the city, poverty levels, etc. The City’s allocation can fluctuate year-to-year, causing funding to increase or decrease in various programs.

As a recipient of federal funds, the City is required to submit a five-year Consolidated Plan (“ConPlan”), an Annual Action Plan, and monitor its progress, outcomes, and expenditures through the Consolidated Annual Performance and Evaluation Report (“CAPER”).

The purpose of the ConPlan is to identify the City’s housing and community development needs, priorities, goals, and strategies and to stipulate how funds will be allocated to housing and community development activities over the next five (5) years. The CDBG Program provides Federal funds for local improvement projects and programs. Activities assisted with CDBG funds must meet one of the three (3) national objectives:

1. Benefit low and moderate-income persons; or
2. Aid in the elimination of slum and blight; or
3. Meet a particular urgent community need because existing conditions pose a serious threat, and no other source of funds is available. This national objective is rare and is designated only for activities that alleviate emergency conditions, e.g., fire, flood, earthquake.

The HOME program provides formula grants, often in partnership with local nonprofit groups, to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing or providing direct rental assistance to low-income persons. HOME is the largest Federal Block Grant to State and Local Governments designed exclusively to create affordable housing for low-income households.

In addition to the ConPlan, HUD requires the development of a Five-Year Analysis of Impediments to Fair Housing Choice. HUD also requires public input on amendments to the City’s Citizen Participation Plan and Annual Action Plan.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) Guidelines Section 15378(b)(4), the actions taken do not constitute a “project” as these are “government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.” In accordance with CEQA Guidelines Section 15061(b)(3), the project would also be 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 requests associated with this action do not have the potential to degrade the quality of the environment or have a significant effect on the environment. Actions related to the public comment on housing and community development needs for the five-year Con Plan (2025-2029) for the allocation of CDBG and HOME funds, the Annual Action (2025-2026), and the Analysis of Impediments to Fair Housing Choice, and the Citizen Participation Plan 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.

In addition, all proposed activities will be subject to environmental review under the National Environmental Policy Act (“NEPA”), including identifying potential environmental impacts, considering mitigation strategies, and documenting the review process for each project, while also indicating that projects with minimal environmental effects may be categorically excluded based on HUD guidelines.

ANALYSIS:

The Consolidated Plan is required by HUD to assess affordable housing and community development needs for the next five-year period (2025-2029). The ConPlan determines how funds from HUD will be used.

Community outreach associated with the ConPlan commenced in October 2024. This outreach includes the following activities:

- Informational fliers circulated to the community through the Montebello Unified School District;
- Stakeholder and community outreach meeting held on October 8, 2024;
- Online surveys (with 72 responses received) and information were circulated to the public and posted on the City's website from October 7-17, 2024;
- All additional public comments associated with the ConPlan will be received and incorporated into this analysis through April 9, 2025.

The following tables are intended to show the goals associated with the previously approved 2020-2025 Consolidated Plan as well as the goals for the proposed ConPlan (2025-2029) for Montebello based on input from community outreach conducted to date:

Montebello 2020-2025 Goals

Goal Name	Category	Geographic Area	Needs Addressed
Increase affordable Housing opportunities	Public Service Affordable Housing	Citywide	Affordable housing and lower housing costs
Maintain decent and energy efficient housing stock	Affordable Housing Special Needs	Citywide	Assistance for extremely low- and low-income households
Create sustainable neighborhoods	Community Facilities Public Facilities	Eligible Low- and Moderate-Income Block Groups, Citywide	Enhance facilities and programs for youth and seniors. Correct infrastructure issues

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Expand fair housing choice and access	Public Services	Citywide	Increase homeownership
Provide vital public services	Public Services	Citywide	Homeless prevention services
Increase earning capacity for LMI families	Non-Housing Economic Development	Citywide	Provide job training and opportunities for more jobs
Expanding economic opportunities	Economic development	Citywide	Low Income Persons
Planning and administration	Delivery of organization and administration of the CDBG and HOME programs	Citywide	Planning and Administration

Proposed Montebello 2025-2029

Goal Name	Category	Geographic Area	Needs Addressed
Maintain decent and energy efficient housing stock	Affordable Housing Special Needs	Citywide	Assistance with energy efficient home improvements
Increase affordable Housing opportunities	Public Service Affordable Housing	Citywide	Affordable housing and lower housing costs
Provide vital public services	Public Services	Citywide	Homeless prevention services
Expanding economic opportunities	Economic development	Citywide	Low Income Persons
Create sustainable neighborhoods	Community Facilities Public Facilities	Eligible Low- and Moderate-Income Block Groups, Citywide	Enhance facilities and programs for youth and seniors.
Expand fair housing choice and access	Public Services	Citywide	Maintain homeownership
Increase earning capacity for LMI families	Non-Housing Economic Development	Citywide	Provide job training and opportunities for more jobs; create suitable living environments
Planning and administration	Delivery of organization and administration of the CDBG and HOME programs	Citywide	Planning and Administration

The proposed 2025-2029 Con Plan goals for Montebello are based on the stakeholder/community meetings and surveys that were made available to Montebello residents. Community outreach was made on the following dates:

- Stakeholder/Community Survey: October 7, 2024–October 17, 2024
- Community Meeting: October 8, 2024
- Public Hearing: January 8, 2024

The Annual Action Plan is submitted to HUD annually and identifies how the city plans to use Federal funding during the next Fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan. The following chart identifies the requested amounts for each project, the funding source, the goals supported and the requested amount:

Proposed Project Name	Funding Source	Goal Supported	Requested Amount
Housing Rights Center	CDBG Admin	Expand Fair Housing Choice and Access	\$ 20,000

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CDBG Program Administration	CDBG Admin	Planning and Administration	\$102,985
Section 108	CDBG	Economic Opportunity repayment	\$ 84,136
Heart of Compassion (HOC)	CDBG	Provide Vital Public Service	\$ 69,179
Youth Employment Program (YEP)	CDBG	Increase earning capacity for LMI families	\$ 23,060
City of Montebello Fire Department - Emergency Response Equipment	CDBG	Create sustainable neighborhoods	\$315,565
White Memorial Medical Center, DBA Adventist Health White Memorial Montebello	CDBG	Expanding economic opportunities	\$249,950
HOME Program Administration	HOME Admin	Planning and Administration	\$130,132
Housing Rehabilitation Grant Program	HOME	Maintain decent and energy efficient housing stock	\$966,458
CHDO Acquisition & New Construction	HOME	Increase affordable housing opportunities	\$700,000

The figures displayed in the chart above do not necessarily reflect the allocations that will be distributed among the various projects. This chart merely serves to identify the requested amounts associated with the applications received for the fiscal years 2025 through 2026.

The Analysis of Impediments to Fair Housing Choice is a review of policies, procedures, and practices within the community that affect the location, availability and accessibility of housing and current residential patterns and conditions related to fair housing choice. Fair Housing Choice is a condition in which individuals and families of similar income levels in the same housing market have a similar range of choices available to them, regardless of protected status. Federal and State Law defines protected status as:

- Race
- Color
- Ancestry
- National Origin
- Religion
- Sex
- Age
- Disability
- Familial Status
- Marital Status
- Sexual Orientation
- Source of Income
- Any other arbitrary factor

The City actively promotes fair housing and has conducted a study to find ways to

improve equal housing opportunities for all residents. The Analysis of Impediments to Fair Housing Choice is a study of actions, omissions, or decisions that restrict housing choices or the availability of housing choices or that have the effect of restricting choice or availability. The scope of the analysis includes:

Community Profile:

- Demographic Profile
- Household Characteristics
- Income Profile
- Housing Profile
- Accessibility to public facilities, jobs, and housing

Fair Housing Profile:

- Fair Housing complaints, violations, and lawsuits
- Trends and patterns of Impediments

Community Profile:

- Fair Housing practices of realtors and other housing associations
- Mortgage lending practices
- Public policies and programs affecting housing development

The Citizen Participation Plan outlines the process for conducting program planning and reporting for the CDBG and HOME programs. The Citizen Participation Plan ("CPP") sets forth policies and procedures to encourage citizen involvement and provides an opportunity for non-profit service agencies and the community to work in partnership with the City to identify needs and allocate CDBG and HOME funds.

The proposed CPP incorporates the following language:

- **Added a section addressing access to records.** The citizen participation plan must require the jurisdiction to provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the jurisdiction's consolidated plan and use of assistance under the programs covered by this part during the preceding 5 years.
- **Added a section addressing the use of citizen participation plan.** The jurisdiction must follow its citizen participation plan.

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SUMMARY:

The City Council is asked to conduct a public hearing to receive input from the public and provide direction to staff on the five-year Consolidated Plan (2025-2029), Annual Action Plan (2025-2026), Analysis of Impediments, and Citizen Participation Plan. After receiving input and direction from the City Council, draft versions of the above-referenced plans will be prepared for further consideration. The City will then disseminate the plans for public comment, followed by a second duly noticed public hearing for consideration from the City Council to adopt the five-year Consolidated Plan (2025-2029), the 2025-2026 Annual Action Plan, the Analysis of Impediments to Fair Housing, and the Citizen Participation Plan. Following City Council adoption, the five-year Consolidated Plan, The Annual Action Plan and Citizens Participation Plan will be submitted to HUD for final action.

ATTACHMENT(S)

None



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt a Resolution No. 25-02 to fill the City Council Vacancy by one of the following options:
2. Fill the Vacancy by Special Election to be held not less than 114 days from the call of the Special Election; or
3. Fill the Vacancy by Appointment until the next regularly scheduled General Municipal Election to be held November 3, 2026, and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The two options available to fill the current vacancy on the City Council have different fiscal impacts.

If the City Council selects Option No. 1 - to call a Special Election, it would cost approximately \$224,100. This expense was not considered as part of the Fiscal Year 2024-25 budget, therefore a budget amendment would be needed. For comparison purposes, the 2022 General Election (latest cost information available from Los Angeles County) cost the City \$196,044. If the City Council selects the option to fill the vacancy by appointment, there will be no fiscal impact aside from staff time required to administer the appointment process and provide orientation and related assistance to the new Councilmember.

If the City Council selects Option No. 2 - to fill the vacancy by appointment, there will be

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no fiscal impact to the City.

BACKGROUND/DISCUSSION:

The 2024 General Municipal Election was held on Tuesday, November 5, 2024, for two (2) City Council seats, the City Clerk seat and the recall of Councilmember Angie Jimenez. During a Special City Council Meeting on December 5, 2024, the election results were certified, resulting in the removal of Councilmember Angie Jimenez from her position as an elected official in the City. Government Code Section 36512(b) gives the City Council the option of filling the vacancy either by appointment or by calling a Special Election within 60 days of the vacancy (Government Code Section 36512). The 60-day period deadline is on February 5, 2024.

ENVIRONMENTAL:

N/A

ANALYSIS:

Due to the recall of Councilmember Angie Jimenez, the City Council is required to address the vacancy of the second half of Angie Jimenez's unexpired term ending December 2026. Pursuant to Government Code Section 36512(b), once a vacancy of an elected office exists, the City Council has 60 days to choose one of the following:

1. Fill the vacancy by Special Election, Government Code Section 36512 (b)(1) states if the Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the Special Election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent. Currently, the Los Angeles County Registrar-Recorder/ County Clerk does not have any upcoming elections in 2025.

Therefore, this would be a Special Election and not consolidated with any Federal, State, or County Contests. The City of Montebello would be fully responsible for all costs incurred. The estimated cost for a Special Election is \$224,100.7 (Attachment C). If the Council wishes to proceed with this option, staff will prepare the appropriate resolutions with the Los Angeles County Registrar-Recorder/ County Clerk for consideration and approval at a Special Meeting. The special election will require candidates to engage in the candidate nomination process, the same process followed in the past election of November 5, 2024.

OR

2. Fill the vacancy by appointment until the next regularly scheduled general election to be held on November 3, 2026. The City of Montebello Municipal Code does not include an appointment process for filling vacancies in elected offices. The City Council can solicit applications and conduct interviews prior to making the appointment.

The City Council may choose (but is not required) to solicit and/or conduct interviews

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

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prior to making the appointment. A draft application is attached (Attachment B) for reference only. If the City Council wishes to fill the vacancy by appointment, the appointment can be made at any time within 60 days of the vacancy. Since the vacancy was effective December 5, 2024, and if the City Council opts to fill the vacancy by appointment, it is recommended that the City Council hold a Special Open Session Meeting on January 22, 2025, or a time convenient, to consider applications and make an appointment.

Any person appointed to fill the vacancy must be a citizen of the United States, a resident of District 5, a registered voter in the City of Montebello - District 5 at the time the application is completed, and at least 18 years of age at the time of appointment. A person is disqualified from holding office upon conviction of a felony as specified in the Montebello Municipal Code §2.08.040.

The attached Resolution (Attachment A) is prepared for the Council to select any of the options presented. If the Council chooses Option No. 2, the City Clerk would advertise the vacancy, and the next Council action would take place during the Special Open Session Meeting on January 22, 2025. The City Council would then consider applications and make an appointment. The appointee would have to be selected and take their oath of office on or before February 5, 2024 and would assume their seat during the Regular Meeting on February 12, 2025.

SUMMARY:

Staff recommends that the City Council fill the Councilmember Vacancy by appointment or call a Special Election and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-02
2. Attachment B - Council Vacancy Application
3. Attachment C - Special Election Cost Proposal

RESOLUTION NO. 25-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
SELECTING AN OPTION TO FILL AN UNSCHEDULED CITY COUNCIL VACANCY
WITH A TERM ENDING IN DECEMBER 2026**

WHEREAS, a General Municipal Election was held and conducted in the City of Montebello, California, on Tuesday, November 5, 2024, as required by law, for the recall of Councilmember Angie Jimenez, Councilmember for District 5; and

WHEREAS, during the Special City Council Meeting of December 5, 2024, the City Council certified the election results, causing the removal of former Councilmember Angie Jimenez; and

WHEREAS, Government Code Section 36512 (b) provides the City Council the option within 60 days of the vacancy to fill the vacancy by appointment or by calling a special election; and

WHEREAS, pursuant to Government Code Section 36512 (b), once a vacancy exists, the City Council has 60 days to choose on one of the following options:

1. Fill the vacancy by Special Election on a date not less than 114 days from the call of the Special Election;
2. Fill the vacancy by appointment until the next regularly scheduled election to be held on November 3, 2026, by soliciting applications and conducting interviews prior to making the appointment and holding a Special Open Session Meeting on January 22, 2025, or a time convenient, to consider said applications and make an appointment.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Montebello, California, does hereby select Option No. ____ to fill the vacancy with a term ending December 2026.

APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-02

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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. 25-02 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a Special Meeting of said Council held on the 8th day of January 2025 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



APPLICATION FOR CITY COUNCIL APPOINTMENT FOR FILLING OF THE VACANCY

Pursuant to Government Code section 36512(b), the Montebello City Council is seeking eligible applicants to fill the District 5 – Councilmember vacancy through the remaining term, which expires December 2026. Interested applicants must meet the eligibility criteria set forth and submit a completed application, including mandatory attachments, in person or by email, to the Montebello City Clerk office staff, **time-stamped, no later than Wednesday, January 15, 2025, on or before 5:30 p.m.** Please note that Office Hours are Monday through Thursday from 8:00 a.m. to 5:30 p.m. *Failure to complete the application or submit any attachments to the application will disqualify an interested applicant from consideration.*

ELIGIBILITY.

To serve on the Montebello City Council, an applicant must be at least 18 years of age, reside, and be a registered voter in the City of Montebello – District 5. In addition, applicants must complete a felony conviction declaration form per Montebello Municipal Code §2.08.040. The person appointed to serve as Council shall be required to complete and file a Form 700 Statement of Economic Interest disclosing various financial interests.

Mandatory Items to Submit:

1. *Application (submitted electronically via email and/or in person).*
 - a. *Please include Full Name and Residential Address for the City Clerk's office to verify residency and voter status.*
2. *Candidate Statement - must be typed and contain a minimum of 250-500 words (submitted electronically via email and/or via USB with the application).*
3. *Felony Conviction Declaration.*

Form 700 Statement of Economic Interest

If appointed, the person appointed will be required to file a Form 700 Statement of Economic Interest annually.

Applicants to be considered for this appointment must be available for the City Council at the Regular Meeting scheduled for Wednesday, January 22, 2025, at 6:00 p.m. During this meeting each applicant will be given the opportunity to provide a public statement to the City Council. Each applicant will be given 3 minutes to speak. The City Council reserves the right to ask follow up questions of each applicant during the meeting.

GENERAL INFORMATION.

The City of Montebello is a general-law city that operates through the Council-City Manager form of municipal government. The City Council is the legislative body responsible for the overall policies and direction for the City of Montebello, and they are the citizens' representatives in local government. It is the City Council's responsibility to enact Ordinances, Resolutions, and orders

necessary for governing the affairs of the City, to approve or amend the annual budget, to authorize contracts on behalf of the City, act as the final appeal body on rulings of commissions, and appoint the City Manager and all members of the various commissions and committees.

The Regular Meeting of the City Council is a vital part of the democratic process in the conduct of the City's affairs. It is at City Council meetings that laws, policies, and basic decisions are enacted by the City Council. All meetings of the City Council are open to the public, and citizens are encouraged to attend to learn more about how the City operates. City Council meetings are held at the City Hall Council Chambers, 1600 West Beverly Boulevard, on the second and fourth Wednesday of each month. Additional meetings may be called as necessary. In addition to attendance at city council meetings, the individual appointed must be available to actively participate as a Council liaison to numerous external agencies and organizations and to attend city-sponsored events.

THE VACANCY.

The City Council seeks eligible candidates for appointment to fill one (1) unexpired term of the City Council seat. The selected candidates will serve through the remaining term, which expires December 9, 2026.

PUBLIC INFORMATION.

Becoming an applicant for consideration to fill a city council seat means that information about the applicant contained herein will become a matter of public record immediately. This includes all documents submitted to the City during the course of the application period. As such, these documents must be available to the public for inspection and copying. However, confidential information of the applicant may be redacted as required by law.

APPLICATIONS ARE DUE BY WEDNESDAY, JANUARY 15, 2025, BY NO LATER THAN 5:30 P.M.

Please submit a completed application and requested documents to the Montebello City Clerk's office or via email:

DROP OFF: Montebello City Clerk's Office
1600 W. Beverly Boulevard, Montebello, CA 90640
(Office Hours: Monday – Thursday from 8:00 a.m. – 5:30 p.m.)
Please request to speak with either Kimberly Guillen, Senior Deputy City Clerk, or Nelly Ochoa, Deputy City Clerk.

EMAIL: cityclerk@montebellocity.gov
(The City is not responsible for technological errors in the transmission of the application/attachments via email)

For questions regarding this application or the appointment process, please contact the Montebello City Clerk at (323) 887-1363 or at cityclerk@montebellocity.gov



CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)	
TELEPHONE	BUSINESS PHONE
EMAIL ADDRESS	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☐ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☐ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?		
ARE YOU A UNITED STATES CITIZEN?	☐ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☐ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☐ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☐ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?		

AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 5.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature of Applicant

Date



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.

Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Wednesday, January 15, 2025**. Your failure to file this statement will result in your candidacy being deemed incomplete, and you will not be eligible for the Council Vacancy.

If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, _____, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☐ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: January _____, 2025

Signature: _____

Print Name: _____



Election Estimating Calculator

[Go to Election Estimate Home](#)

Select Estimate Type

Select Jurisdiction(s)

Estimated Result

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at electionbilling@rrcc.lacounty.gov.

CITY OF MONTEBELLO 2024 November General Election

CITY OF MONTEBELLO 5TH COUNCIL

<i>Voter Count</i>	<i>Rate Breakdown</i>	<i>Estimated Cost</i>
Registered Voters (RV)	5,785	
<i>Election Operations (rate * RV)</i>	$2.5429 * 5785$	\$14,710.68
<i>Vote By Mail Processing (rate * RV)</i>	$0.7892 * 5785$	\$4,565.52
<i>Sample Ballot Processing and Printing</i>		
Office(s)/Seat(s) (rate * No. of Offices * RV)	$0.0215 * 1 * 5785$	\$124.38
Measures(s) (rate * No. of Measures * RV)	$0.0215 * 0 * 5785$	\$0.00
Measure Text (rate * No. of Text Pages for all measures * RV)	$0.0644 * 0 * 5785$	\$0.00
Voting Information (rate * RV)	$0.3343 * 5785$	\$1,933.93
<i>Candidate Filing and Campaign Finance (rate * No. of Candidates)</i>	$1638.3564 * 0$	\$0.00

Election Preparation Cost (Flat rate per jurisdiction) **\$1,075.56**

~~CITY OF MONTEBELLO TOTAL ESTIMATE (When Consolidated w/ Primary or General) \$22,410.07~~

CITY OF MONTEBELLO TOTAL ESTIMATE (Special Election) $\$22,410.07 \times 10 = \$224,100.7$

DISCLAIMER: Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at ecu@rrcc.lacounty.gov.





ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: ADOPT RESOLUTION NO. 25-04 RESCINDING RESOLUTION NO. 22-73 AND OVERTURNING FINDINGS MADE BY THE CITY COUNCIL RELATED TO THE INVESTIGATION AGAINST COUNCILMEMBER DAVID TORRES AND CONSIDERATION OF A POLICY RELATED TO INVESTIGATIONS AGAINST ELECTED OFFICIALS

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-04 which rescinds Resolution No. 22-73 and overturn the findings made by the then sitting City Council due to the deficiencies and flaws related to the manner, scope, due process and conclusions of the report and the presentation made by outside counsel to the City Council on May 3, 2022;
2. Consider adopting a policy related to City Council conduct and the process of conducting investigations of complaints against members of the City Council and other elected officials; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no anticipated fiscal impact to this item.

BACKGROUND/DISCUSSION:

Throughout 2022, an investigation was commenced by high-ranking City staff which was directed against Councilmember David Torres for alleged misconduct. Recently, facts came to light which demonstrated numerous flaws and deficiencies that placed in

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

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question the manner in which the investigation was conducted and the findings presented to the City Council at a Special City Council meeting on May 3, 2022. Based upon those new facts, this matter was brought to the attention of the City Council on October 23, 2024, to consider the circumstances surrounding the investigation conducted by Special Counsel Nancy Doumanian (hereinafter referred to as the "Doumanian Report").

At the meeting of October 23, 2024, the City Council reviewed and considered the Doumanian Report and the evaluation provided by Keith Kilmer of Four Star Investigations (hereinafter referred to as the "Kilmer Report"). The Kilmer Report identified significant facts and circumstances that placed into question the scope, manner, due process, findings and conclusions that were contained in the presentation submitted to the City Council at a Special Meeting of the City Council on May 3, 2022, by Ms. Doumanian, which was based upon a report prepared by her investigators JL Group.

Many of the facts identified in the Kilmer Report related to the fact that certain City employees were coerced or threatened to participate in the Torres Investigation of 2022 and the consequences and/or retaliation that occurred if they did not fully cooperate with the investigative efforts against Councilmember Torres.

The Kilmer Report identified facts and circumstances which include:

- The attorney (Doumanian) who was chosen to investigate Councilmember Torres was selected by parties who had filed complaints against Councilmember Torres.
- It was never disclosed to the City Council that Special Counsel Doumanian had previously represented one of the complainants in defending that person in a lawsuit stemming from circumstances during that individual's employment while working for another City.
- The retainer agreement between the City and Special Counsel Doumanian related to her services surrounding the investigation has not been located in the City's files, nor offered by Special Counsel after being requested to produce such agreement. This is significant to determine who within the City hired Ms. Doumanian, who she reported to, and other important elements to ensure a fair and impartial investigative process.
- Numerous City employees were being coerced into filing complaints against Councilmember Torres, even though they expressed no desire to participate or were not feeling harassed by Councilmember Torres.
- Complaints were filed on behalf of several employees by a third-party attorney, Jamon Hicks, even though those employees had never retained or authorized Mr. Hicks to act on their behalf or to file complaints on their behalf.
- The findings presented publicly on May 3, 2022 by Special Counsel Doumanian were, in part, inconsistent with the investigative report prepared by JL Group. The Doumanian presentation expressed that there were 17 complaints filed against Councilmember Torres when in fact there were only 8, of those 8 three were filed without the consent or authorization of those individuals.
- The ultimate conclusion that Councilmember Torres violated numerous and significant City policies and provisions of the Municipal Code was without merit.

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

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After reviewing the Kilmer Report and the due process concerns identified in that report, the City Council, at its October 23, 2024 meeting, determined that the Doumanian Report should be set aside and that Resolution No. 22-73 should be rescinded.

In addition, the City Council directed the City Attorney's office to research and present to the City Council an alternative approach of investigating complaints against members of the City Council or other elected officials.

ENVIRONMENTAL:

N/A

ANALYSIS:

The action of adopting the attached Resolution would result in the findings that the Doumanian Report was flawed, biased and riddled with flaws and deficiencies. The previous Resolution No. 22-73 would be rescinded and set aside.

The City Council would review and consider adopting policies related to conduct by elected officials and establish a protocol for conducting investigations stemming from complaints brought against City Council members and other elected officials. At the forefront of this policy is preserving due process at all stages of the investigation. A proposed policy is provided based upon the review and analysis of other public agencies.

SUMMARY:

It is recommended that the City Council adopt Resolution 25-04 (Attachment A) which will among other elements, rescind Resolution 22-73. It is also recommended that the City Council adopt the policy presented or provide changes or direction relative to the proposed policy (Attachment B).

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-04
2. Attachment B - Draft Code of Ethics - Protocols

RESOLUTION NO. 25-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, RESCINDING RESOLUTION NO. 22-73 AND OVERTURNING
FINDINGS MADE BY THE CITY COUNCIL RELATED TO THE INVESTIGATION
AGAINST COUNCILMEMBER DAVID TORRES**

WHEREAS, on May 3, 2022, a presentation was made to the then City Council by Special Council Nancy Doumanian related to an investigation conducted by JL Group (collectively the “Doumanian Report”) concerning alleged complaints against Councilmember David Torres;

WHEREAS, as a result of the presentation of the Doumanian Report the then City Council adopted Resolution No. 22-73 which expressed its dissatisfaction with Councilman Torres and admonished him accordingly;

WHEREAS, subsequent to the adoption of Resolution No. 22-73 facts came to light which were investigated by an independent investigator resulting in the finding that the Doumanian Report contained numerous deficiencies and flaws related to the manner, scope, due process and conclusions of the Doumanian Report and the presentation submitted at the City Council meeting of May 3, 2022, and

WHEREAS, the City Council at its Council meeting of October 23, 2024, the City Council reviewed the report and findings presented by the independent investigator, Keith Kilmer of Four Star Investigations, and determined that the Doumanian Report and the subsequent findings set forth in Resolution No. 22-73 were biased and flawed and should be set aside for the following reasons:

- The attorney (Doumanian) who was chosen to investigate Councilmember Torres was selected by parties who had filed complaints against Councilmember Torres.
- It was never disclosed to the City Council that Special Counsel Doumanian had previously represented one of the complainants in defending that person in a lawsuit stemming from circumstances during that individual's employment while working for another City.
- The retainer agreement between the City and Special Counsel Doumanian related to her services surrounding the investigation has not been located in the City's files, nor offered by Special Counsel after being requested to produce such agreement. This is significant to determine who within the City hired Ms. Doumanian, who she reported to and other important elements to insure a fair and impartial investigative process.
- Numerous City employees were being coerced into filing complaints against Councilmember Torres, even though they expressed no desire to participate or were not feeling harassed by Councilmember Torres.
- Complaints were filed on behalf of several employees by a third-party attorney, Jamon Hicks, even though those employees had never retained

or authorized Mr. Hicks to act on their behalf or to file complaints on their behalf.

- The findings presented publicly on May 3, 2022 by Special Counsel Doumanian were, in part, inconsistent with the investigative report prepared by JL Group. The Doumanian presentation expressed that there were 17 complaints filed against Councilmember Torres when in fact there were only 8, of those 8 three were filed without the consent or authorization of those individuals.

WHEREAS, the ultimate conclusion that Councilmember Torres violated numerous and significant City policies and provisions of the Municipal Code was without merit which the City Council approved and confirmed such conclusion and finding at its City Council meeting of October 23, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby states that due to the deficiencies and flaws contained in the Doumanian Report and the lack of due process in such investigative process, Resolution No. 22-73 which was adopted due to the findings set forth in the Doumanian Report should be set aside and rescinded.

SECTION 3. The City Council rescinds Resolution No. 22-73 and sets aside all elements and findings contained in such Resolution and findings concluded in the Doumanian Report as adopted by the then City Council.

SECTION 4. Severability. If any provision of this Resolution or the application thereof to any circumstance is held invalid, such invalidity shall not affect other provisions or the applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 5. Effective Date. This Resolution shall become effective immediately.

APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY 2025.

Salvador Melendez, Mayor

RESOLUTION NO. 25-04

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ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-04 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a Special Meeting of said Council held on the 8th day of January 2025 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

POLICY REGARDING INVESTIGATIONS CONCERNING COMPLAINTS AGAINST COUNCILMEMBER AND OTHER CITY ELECTED OFFICIALS

Statement of Purpose

The residents of the City are entitled to responsible, fair, honest, and ethical City government. Councilmembers and all elected officials should conduct their official affairs so as not to give a reasonable basis for the impression that any such official can be improperly influenced in the performance of their public duties or that such conduct creates a hostile work environment. The City's Core Ethical Principles of Respect, Equitable Treatment, Impartiality, Honesty, Responsibility, and Trustworthiness are at the forefront of the City's values and policies of all elected officials. Violations of these guidelines, and, in particular, this policy, are considered serious offenses and will generally result in the Council taking actions against an offending councilmember or other elected official, including censure, as detailed below.

Responsibilities of Public Office

- 1. Comply with the Law.** Councilmembers and other elected officials must comply with the laws of the nation, the State of California, and the City in the performance of their duties.
- 2. Conduct of the Councilmembers and other elected officials.** The professional and personal conduct of Councilmembers and other elected officials must avoid the appearance of impropriety. Councilmembers must refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other Councilmembers, other elected officials, Council Advisory Boards, Commissions, and Committees, the public, and staff. Respect for each other, the institution, the staff, and the public, is critical to maintaining an environment where free and open discussion leads to better decision-making for the City. As such, the City Council, other elected officials, boards and commissions and each of its members will act respectfully at all times.

Elected Official's Relation with City Staff

Councilmembers and other elected officials must respect the Council-Manager form of government. The City Manager implements Council's vision, policies, and goals through the City staff and is responsible for directing the day-to-day operations of the City. Councilmembers value partnering and collaborating with the City Manager and the City organization to achieve the community's vision. The Council-Manager relationship is affected by the expectations, styles, and personalities of the Council and Manager who are in place at the time. Despite the value of partnership and

collaboration, these policies are intended to establish boundaries and expectations based upon the role of the City Manager as set forth by the City Code and the Council-Manager form of government structure. As such, they transcend individual personalities and styles that might affect their implementation.

The City Council is committed to prohibiting all forms of harassment and discrimination in the workplace. Councilmembers and other elected officials must treat all persons fairly, free of discrimination and of personal and sexual harassment. The Council must understand that the City Manager and staff are responsible for implementing City and/or City Council action. The Council should not direct program administrative functions and implementation; rather it should provide policy guidance to the City Manager.

Councilmembers should communicate questions, corrections, and/or clarifications about reports requiring official action to staff prior to Council meetings. Early feedback will enable staff to address such questions before the meeting, resulting in a more efficient meeting discussion.

Councilmembers should not direct the City Manager or City staff to initiate any action, change a course of action, or prepare any report without the approval of the Council. The City Manager's responsibility is to advise on resources available and required for a particular course of action as it relates to Council direction.

Councilmembers should direct any concerns related to the behavior or work of a City employee to the City Manager. Councilmembers should not reprimand employees directly nor should they communicate their concerns publicly.

Complaints and Policy Violations

1. Complaints Against Councilmembers

A complaint naming a Councilmember or other elected official regarding a violation of these Protocols or other City policies may be filed with the Mayor, the City Manager, the City Attorney, or Human Resources. If a complaint was not filed directly with the City Manager or City Attorney, it will be promptly forwarded to him/her. Within thirty days of receipt of the complaint, the City Manager and City Attorney will bring the complaint to Council (except for the named Councilmember or elected official). The named Councilmember/elected official will have the opportunity to respond to the complaint orally or in writing as part of the City Council's review of the complaint.

After reviewing the complaint and considering the response of the named Councilmember/elected official, if any, if the Council determines a policy violation

occurred, it may direct the Mayor to make an Admonishment (as defined in Section 2.a. below). Or, when deemed warranted, the Council may direct the City Manager and/or City Attorney to initiate an investigation by a neutral investigator that is authorized under the law to conduct investigations. The City Attorney will review the findings of the investigation and, within thirty days of receipt of the investigator's final findings, review them with Council (except for the named Councilmember or elected official).

Unless otherwise relevant and allowed under open meeting laws, Council's discussion will generally be limited to the complaint, the investigation (if any), and whether any policy violations have occurred. If anticipated or pending litigation is the subject matter of the review of the complaint it may be reviewed in closed session subject to the limitations or provisions of the Brown Act, but no final action against a Councilmember or elected official shall be made by made in closed session. The councilmember or elected official shall not participate in the evaluation of the complaint reviewed in closed session or shall attempt to influence the outcome of such findings other than to present their statement in open session or as part of their response to the complaint during the review process expressed herein.

2. Potential Council Actions

If, after reviewing a complaint or findings of an investigation, the Council determines that a policy violation occurred, it may undertake one or more of the following actions:

a. Admonishment: This is the least severe form of action. An admonishment is a reminder directed to all Councilmembers or elected official that a particular type of behavior is in violation of City policy and that, if it occurs or is found to have occurred, could make a Councilmember or elected official subject to a higher level of action. An admonition may be issued by the Council prior to any investigation into a complaint, and, because it is a warning or reminder, does not require a separate hearing to determine whether the complaint is true.

b. Warning to Named Councilmember or elected official: This is the next most severe form of action. This warning to a particular Councilmember or elected official should be used for cases in which the Council determines, based on review of the findings of an investigation, a policy violation occurred, but the violation is considered not sufficiently serious to warrant censure. The matter will be properly agendized, and the Council will make a motion and vote during a public meeting whether to issue the warning. The named Councilmember(s) or elected official will be provided appropriate notice and, prior to the vote on the motion, an opportunity to provide a written or verbal response to the complaint(s). A warning to the named

Councilmember or elected official is distinguished from censure in that it is not a punishment.

c. Censure: Censure is the most severe form of action. Censure is a formal statement of the Council officially reprimanding one of its members and may be combined with other actions, including but not limited to, loss of committee assignments, suspension of City-sponsored attendance at conferences, meetings, workshops, seminars and similar gatherings, or removal of other privileges deemed appropriate by Council. Censure should be used for cases in which the Council determines, based on review of the findings of an investigation, the policy violation is a serious offense.

A decision to censure requires Council to adopt a Resolution and make findings regarding policy violations at a public meeting. Prior to the adoption of the Resolution, the named Councilmember or elected official will be provided sufficient notice and the opportunity to provide a written or verbal response to the complaint. After the named Councilmember or elected official provides a written or verbal response to the complaint, if any, the majority of the Council may vote not to adopt the Resolution but may decide to issue a lower action against the named Councilmember or elected official.

To protect the overriding principle of freedom of speech, the Council will not impose censure on any of its members or other elected officials for the exercise of their First Amendment rights, no matter how distasteful the expression was to the Council and the City. However, nothing herein may be construed to prohibit the Council from collectively condemning and expressing their strong disapproval of such remarks.

3. Due Process

In all instances, the Council shall ensure that all due process requirements are met.

The City Attorney may recommend variations to procedures to ensure due process.

4. De-escalation/Informal Resolution

In addition to the actions above, the Council is encouraged to take steps to de-escalate the behavior that could lead to a complaint before a complaint is filed and consider addressing the complaint informally, if appropriate, in an effort to bring the named Councilmember or elected official into compliance with this Code.

5. Violations of Law

Any violations of applicable laws as referred to in these Protocols, which include, but are not limited to, violations of the United States and California Constitutions, United

States and California codes, regulations, interpretive administrative findings and relevant case law, may be reported to the appropriate governing agencies.



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **RESCIND AWARD AND AGREEMENT NO. 4230 WITH KYA SERVICES LLC FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION PROJECT AND REJECT ALL BIDS RECEIVED FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSALS (RFP) NO. 24-24 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22160, ET SEQ.**

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Rescind award and Agreement No. 4230 with KYA Services LLC (KYA Services) for the Transportation Facility Restroom Renovation Project; and,
2. Reject all bids received for the Transportation Facility Restroom Renovation Services Request for Proposals (RFP) No. 24-24; and,
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There recommended actions do not have any fiscal impact.

BACKGROUND/DISCUSSION:

On July 24, 2024, the City Council approved releasing RFP No. 24-24 (Attachment A). On September 5, 2024, the RFP closed, yielding four (4) bids. Each vendor was evaluated on a rubric, with KYA Services receiving the highest cumulative score. On November 27, 2024, the City Council approved Agreement No. 4230 with KYA Services for a total not-to-exceed amount of \$1,499,182, for the Transportation Facility Restroom

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

Page 2 of 2

Renovation Project (Attachment B).

A subsequent review of the RFP process revealed a potential violation of the Public Contract Code related to the procurement method utilized. The City intended to procure both design and construction from a single entity, requiring use of the design-build method under Public Contract Code Section 22160, et seq. This process mandates a Request for Qualification (RFQ) to prequalify bidders before issuing an RFP.

The City inadvertently overlooked this design-build requirement, leading to a significant oversight in the RFP process. This omission is a potential violation of Section 22160. To ensure the City is compliant with the design-build requirements in accordance with the law, staff is recommending that the City Council consider rescinding the award to KYA Services and rejecting all bids received for RFP No. 24-24. It should be noted that a final agreement with KYA Services was never executed, as such, no Notice to Proceed was ever issued. The City will consider a new RFP process at a future date.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council rescind the award and Agreement No. 4230 with KYA Services for the Restroom Renovation Project; reject all bids received for RFP No. 24-24; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - RFP No. 24-24
2. Attachment B - Agreement No. 4230

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 24-24



TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

July 25th, 2024

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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EXHIBITS

Exhibit A - Indemnification and Hold Harmless Agreement and

Waiver of Subrogation and Contribution

Exhibit B – References

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Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subcontractor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility

Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

Exhibit J – Irrevocable Standby Letter Of Credit Certificate

Exhibit K – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from highly qualified contractors to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

The city operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 2.6 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

The City's intent of this Request for Proposal (RFP) is to solicit a contractor to renovate the restrooms in the Administration and Maintenance Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services. The city seeks to form a partnership with a contractor committed to delivering exceptional results while adhering to safety and environmental standards. The City reserves the right to increase or decrease the quantity listed and to delete any item from the contract.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: July 25th, 2024
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 24-24
TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced contractors, licensed in the State of California, to renovate the restrooms in the Transportation Maintenance Division. The project's scope of work is to remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The selected contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The term of the proposed agreement shall be a **one year term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful contractor.

A Pre-Proposal Meeting will be held on **Wednesday, August 14, 2024**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Robert Fierro
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1115
E-mail: RFierro@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, September 5, 2024**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
 Title: Acting Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625, ext. 1315
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	July 25 th , 2024
Pre-Proposal Meeting	Tuesday	August 14 th , 2024, at 3:00PM PST
Deadline to Submit Questions	Tuesday	August 20 th , 2024, at 3:00 PM PST
Responses to Questions Provided	Thursday	August 27 th , 2024
Deadline to Submit Proposals	Thursday	September 5 th , 2024, at 3:00 PM PST
Presentations & Intent to Award	September/October	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, September 5th, 2024.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Tuesday, August 20th, 2024**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposing company shall at any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.

- Submitting that proposal to the city.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
 - a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. 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.
2. 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.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP.
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of contract. All subcontractors of successful proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, the proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received in a timely manner. The city is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Contractor five (5) days' written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The contractor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Contractor provide complete services

of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council, or the City Manager has awarded the Agreement, and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal.
- (b) Reject any or all proposals for any reason.
- (c) Waive any informality or minor errors to the extent permitted by law.
- (d) Award the Agreement as the interest of the city may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
 Attention: Robert Fierro
 Management Analyst
 400 South Taylor Ave.
 Montebello, CA 90640
 (323) 558-1625 ext. 1115
 Email: RFierro@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide

that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Restroom Renovation Services.	10 points
3	<u>Qualifications and Experience</u> Demonstrate experience completing Restroom Renovation Services projects of the same or similar magnitude. Presentation of a catalog of Restroom demolition and construction experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

SECTION 3 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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. Owner, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.

PREVAILING WAGES

The contractor is aware of the requirements of California Labor Code (“Labor Code”) section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Professional Services are being performed as part of an applicable “public works,” as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of the contemplated agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

PAYROLL RECORDS

In accordance with the requirements of Labor Code section 1776, the Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents** (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

HOURS OF WORK

Pursuant to the provisions of the Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents** (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor acknowledges, understands and warrants that it is, or will registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

CLASSIFICATION OF CONTRACTOR'S LICENSE

The Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code section 3300. The Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 6100. The Contractor and/or sub-contractor shall possess the following types of contractor's license (s) to perform the work pursuant to this Agreement:

- A – "General Engineering" or B – "General Building Contractor"
- C-10 – "Electrical Contractor"

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

The Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

The Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

APPRENTICES

If Labor Code section 1777.5 applies to the contemplated Services, the Contractor and any subcontractor hereunder who employs workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or any subcontractor for the employment and training of apprentices.

SECTION 4 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature of the violation(s), the amount assessed for each, and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of **\$150 per violation**.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 25% of the Agreement value is required by the city to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from the Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The city may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 25% of the Agreement value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 5 – SCOPE OF WORK

Background

The City of Montebello and Montebello Bus Lines (MBL) are seeking proposals from highly qualified contractors to renovate the restrooms in the Maintenance and Administration Division at the Transportation Facility. These restrooms, part of the original building constructed over 25 years ago, have never been renovated and now require updated equipment and maintenance services.

Recently, the city completed Phase 1 of the renovation project, which included renovating four restrooms in the Operations Division at the Transportation Facility. The city is now prepared to begin the second phase.

Project Overview

The objective of this project is to renovate the restrooms in the Transportation Administration and Maintenance Division. The selected contractor will remove and replace existing fixtures, preexisting water damage, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The contractor will be responsible for providing design, permits, labor, construction supervision, safety regulations, commercial grade material fixtures, tools, alternative restrooms (trailer/portable) and equipment necessary to complete the renovation.

The contractor will provide the following deliverables, subject to prior MBL approval, according to a schedule approved by the project manager. Typically, this will consist of business hours from 7:30 AM to 5:30 PM (Pacific Standard Time), Monday through Friday. The deliverables are as follows:

- **Evaluation**: The contractor will be responsible for assessing the current conditions of the bathroom layout, structure, stalls, equipment, piping and plumbing, lighting, fixtures, etc. This evaluation shall include and identify, but not be limited to: room dimensions, door and/or window openings, room finishes, all bath and toilet fixtures, waste, drains, vent and water supply piping, floor drains, heating and/or cooling outlets, emergency and area light fixtures and electrical devices
- **Design**: The contractor will provide MBL management staff with design plans and recommendations to increase efficiency while improving the ambiance of each room. The contractor will provide a project schedule, including a trailer/portable restroom schedule, that will ensure that MBL staff are never without access to a usable washroom.
- **Demolition/Disposal**: The contractor will be responsible for the demolition of all existing tiles and other materials to rebuild the bathrooms. This includes removal/disposal of all fixtures, such as toilets, urinals, countertops, partitions, light fixtures, vents, and plumbing fixtures.
- **Repairs**: The contractor will make necessary repairs to the structure upon discovering any damage, with approval from MBL staff.

- Waterproofing: The contractor will waterproof the showered areas and ensure the waterproofing is in compliance with the building code requirements for the state of California, using suitable techniques according to industry standards.
- Shower and wall tiling: The contractor will tile the showers to the full height of the wall and shower.
- Stall partitions: The contractor will remove and replace all stall partitions for toilets and urinals, ensuring that everything is installed symmetrically.
- Lockers: The contractor will assess the condition of existing lockers, determine the need for new lockers or painting, procure the necessary materials, and carry out the installation or painting to ensure a refreshed and functional locker area.
- Countertops and plumbing: The contractor will add new washbasins and plumbing for all bathrooms.
- Fire system: The contractor will protect in place all fire system devices.
- Drywall, prep surfaces, and paint: The contractor will be tasked with the installation of drywalls, preparation of surfaces, painting locker and painting all non-tiled surfaces within the restroom that require paint.
- Light fixtures and vents: The contractor will remove and replace all light fixtures and vents in the bathroom.
- ADA Compliance: The contractor is responsible for ensuring that restrooms are handicapped accessible and demonstrate complete ADA compliance.

Flooring: The contractor will apply either a Polished concrete or Epoxy finish on project per managers approval. **Technical Specifications**

The Contractor deliverables should include the following (consumer grade material or equivalent):

- TILE – (x2 Restrooms)
 - Dalitile Emser Tile Color TBD 2" x 2" Floor
 - Dalitile Emser Tile Color TBD 2" x 2" Shower Floor
 - Dalitile Emser Tile Color TBD 12" x 24" Walls
 - Schluter Dilex AE Cove Pieces
 - Schluter Dilex Scheine Corners Inside and Outside
 - Schluter Schiene AE Tile Trim
 - Float Floor 1"-2" TCNA F112
 - RG RedGard Waterproofing and Crack Isolation Membrane Roll On

- **PLUMBING**
 - Reconfigure Plumbing
 - Install New Shower Fixtures (Individual shower valve shut offs)
 - New Urinals
 - New Toilets
 - New Lavatory's
 - New Trap Primers
 - Excavation and Sand Backfill
 - Provide access Panes for plumbing
- **PAINTING**
 - Painting of ceiling, door jams, and any other non-tiled services requiring painting within the Restrooms and lockers including primers and other relevant prep work.
- **TOILET SCREENS**
 - Toilet Compartments and Screens Restrooms
 - Restroom accessories per plans & specs
- **MIRRORS**
 - The contractor will procure and install full-body mirrors, ensuring secure and accurate placement according to specified locations. Soap Dispensers
 - The contractor will procure and install soap dispensers, ensuring they are securely mounted and properly functioning in designated areas.
- **ELECTRICAL**
 - Restrooms Demo all the lights and install the new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and exchange fan 10.5W
 - Install new light switches.
 - All Lights Surface mounts will be removed, and new lights will be installed with light sensors.

Clean Up

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At the completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If the Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to the Contractor.

Testing and Acceptance

Following the renovation, the Contractor shall perform an acceptance test. A test outline shall be provided to MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

Warranty

- a) Upon completion of the renovation, the awarded Contractor shall provide twelve (12) months of warranty repairs against manufacturing defects in materials, function, and workmanship.

- b) Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
- c) In the event of an equipment malfunction or/and any defects during the warranty period, the Contractor will be required to repair any such issue within five (5) days of notification.

SECTION 6 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.
- F. Experience with projects of similar size and scope.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on, 2024, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional CONTRACTOR to provide restroom renovation services to the Administration and Maintenance Division at the Transportation Facility (“Project”); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals dated July 25, 2024 (RFP No. [24-24]), as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Consultant Proposal”).

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

SECTION 1. 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.
- b. RFP No. 24-24, attached hereto as **Exhibit “A.”**
- c. CONTRACTOR’S Proposal to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit “B”**.
- d. CONTRACTOR’S “Best and Final Offer” to RFP No. 24-24 dated, 2024, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence.

SECTION 2. SERVICES / COMPENSATION.

A. CONTRACTOR 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. CONTRACTOR 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.

B. CONTRACTOR 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"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. 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 CONTRACTOR within thirty (30) days of the date of such invoice.

D. 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.

E. 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 3. TERM.

This Agreement shall commence on, 2024 and shall be valid for an initial term of one year with the option to extend for an additional four (4), one year periods.

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 4. PERFORMANCE.

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

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

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

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, timecards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR 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. CONTRACTOR may take and retain copies of such written products as desired.

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

C. Documents are provided in CONTRACTOR'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 CONTRACTOR, 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 the CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR 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 CONTRACTOR'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 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's

profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include 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, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTRACTOR shall require each of its sub-contractors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR and CONTRACTOR's employees, agents or sub-contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of CONTRACTOR to comply with this section.

SECTION 16. CALIFORNIA LABOR CODE

- A. Licenses, Permits, Fees, and Assessments. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).
- B. Prevailing Wage Laws.
 - i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.
 - ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
 - iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with

- all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
- iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.
 - v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.
- C. Contractor Registration with DIR. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.
- D. Type of Contractor License(s). CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
- [INSERT CLASS – INSERT LICENSE TITLE]
 - [INSERT CLASS – INSERT LICENSE TITLE]
- E. Ineligible Contractor Prohibited. Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.
- F. Workers' Compensation. CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 18. 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 19. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 20. 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 21. 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 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 22. 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 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 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 MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 24. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 25. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-contractors, if any, shall comply

with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 26. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 27. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 24-24

TRANSPORATION FACILITY RESTROOM RENOVATION SERVICES

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No.24-24, TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 24-24 **TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ <i>(Print)</i>	Name: _____ <i>(Print)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 24-24

TRANSPORTATION RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$
Lump sum	Demolition and removal of existing equipment	\$
Lump sum	Waterproofing and other Infrastructure setups	\$
Lump sum	Plumbing	\$
Lump sum	New Restroom equipment and installation	\$
Lump sum	Electrical installation cost	\$
Lump sum	Painting	\$
TOTAL		\$

List other costs/fees:	:	Description	Cost/Fees
-------------------------------	---	-------------	-----------

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J**IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE**

The undersigned states that he/she is of the _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4230
WITH KYA SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **KYA SERVICES, LLC** (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional Contractor to provide restroom renovation services in response to Request for Proposal No. 24-24 ("RFP No. 24-24") at the Montebello Bus Lines' facility in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 24-24
3. CONTRACTOR's proposal and Best Final Offer received by the CITY.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Restroom Renovation RFP 24-24 in the City of Montebello on July 25, 2024 ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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govern.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide restroom renovation services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

a. The 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, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

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

SECTION 5. WORK PRODUCT.

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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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. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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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 sub-Contractors 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 sub-Contractor 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 sub-Contractors, 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 sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits,

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

c. The CONTRACTOR shall require each of its sub-Contractors, 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)

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [RFIGueroa@montebelloca.gov]

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the 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 commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. 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.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The 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.

j. 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.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or sub-

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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Contractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the 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.

m. 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-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 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-Contractors. 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

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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

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebellocal.gov
With a copy to:	City of Montebello – Transportation Department Attn: John Soria, Transportation Director 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 ext. Email: JSoria@Montebellocal.gov
If to Contractor:	KYA Services, LLC Attn: Brooks Berry, CFO Address: 1800 E McFadden Avenue Santa Ana, CA 92705 (714)-659-6477 Email: Brooks.berry@thekyagroup.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

sexual orientation.

SECTION 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 contractor(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 CONTRACTOR's proposal (Exhibit "A") and this Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and the CONTRACTOR. The CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditions upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guarantees that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4230

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

KYA SERVICES, LLC

Raul Alvarez, City Manager

Brooks Berry, CFO

ATTEST:

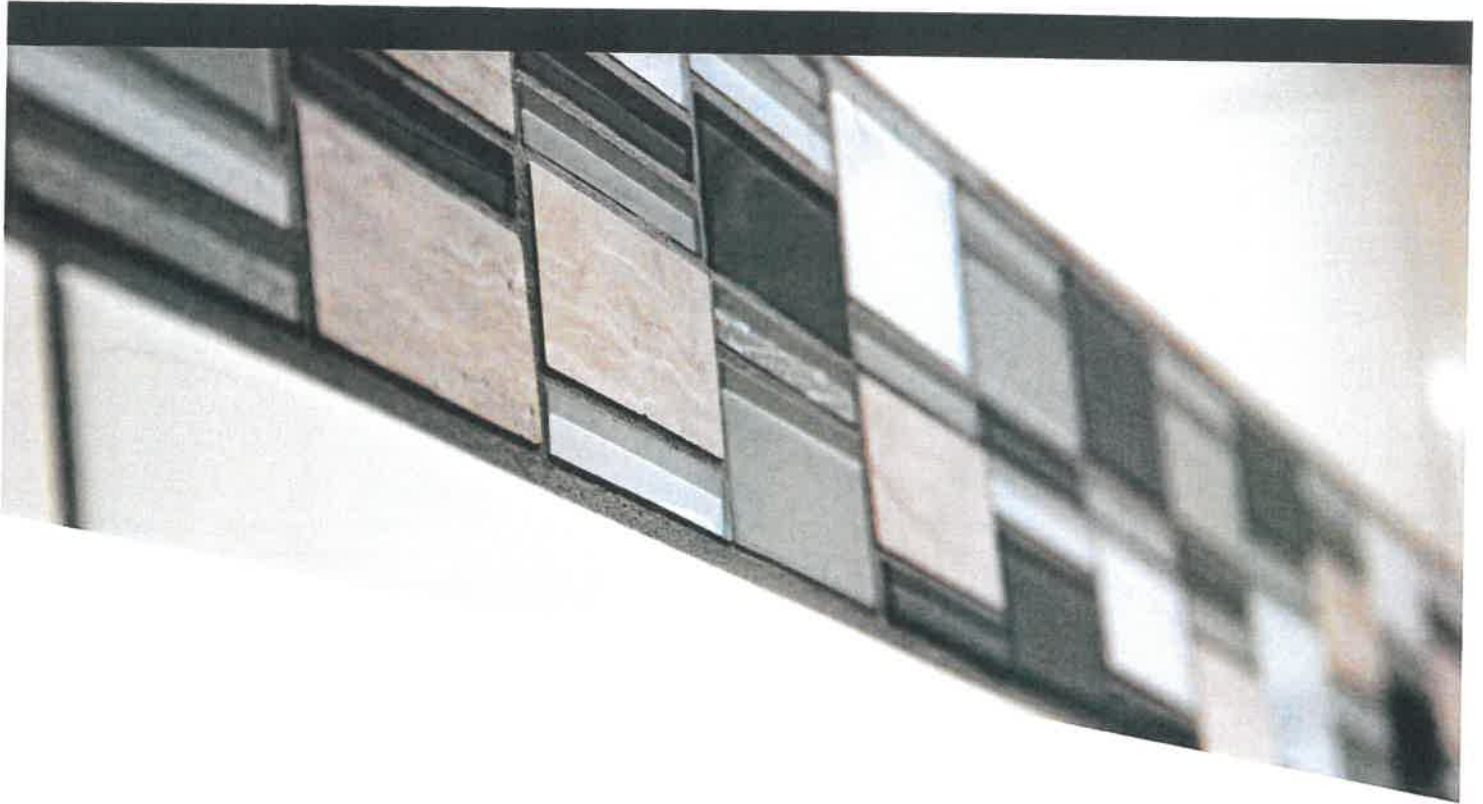
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements.
- Exhibit D – Live Scan Fingerprinting Requirements



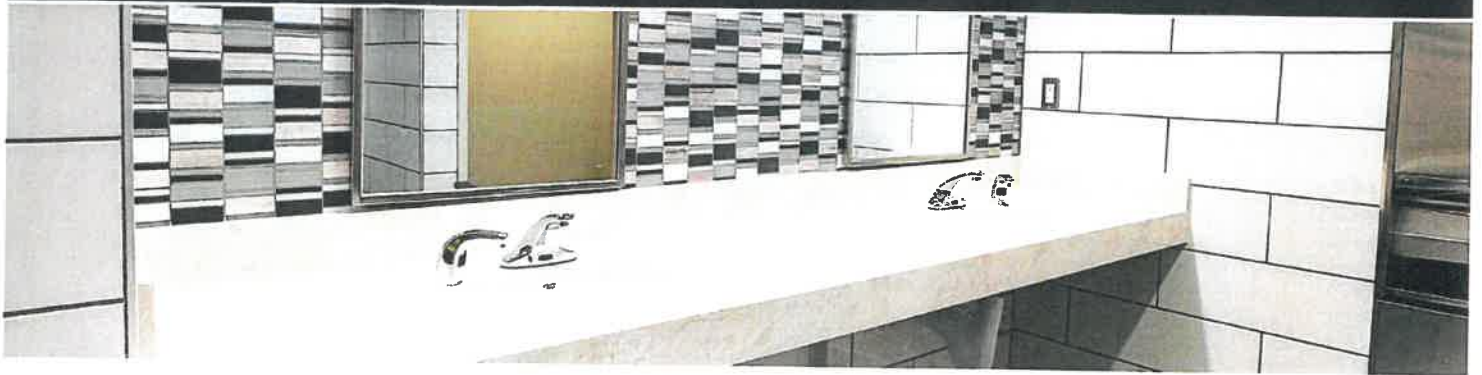
CITY OF MONTEBELLO

REQUEST FOR PROPOSAL #24-24

RFQ-P #24-24
REQUEST FOR PROPOSALS FOR
THE TRANSPORTATION FACILITY RESTROOM
AND RENOVATION SERVICES



PROJECT SAMPLE



City of Montebello

BUS LINE RESTROOM RENOVATION

LOCATION: Montebello, CA

TYPE: Renovation

COMPLETION: May 2024

DATES: August 2024

DESCRIPTION: The renovation of two women's and two men's restrooms was a comprehensive project that prioritized accessibility, functionality, and modern design. Central to the renovation was the installation of ADA-compliant stalls and accessible showers, ensuring that the restrooms met current accessibility standards and could accommodate users of all abilities. The update introduced a fresh and contemporary look, with new floor and wall tiles featuring a carefully chosen decorative design that added a touch of elegance to the space. In addition to these upgrades, the renovation also addressed the need for increased privacy and security. New bathroom partitions were installed, offering enhanced privacy for all users.

CONTACT:

Cesar Lopez, Project Manager at City of Montebello
P: (323) 827 - 9130 | E: celopez@montebelloca.gov
org

KYA TEAM:

Armando Ortega, Project Executive
Fabian Orozco, Project Manager
Janessa Stirrat, Project Coordinator
Andy Gastelum, Estimator

ISSUES: N/A

LITIGATION: N/A

PATTERNED WALL TILE



RESTROOM OVERVIEW



ADA ACCESSIBLE SHOWER



PROJECT SAMPLE



TILE AND SINKS

City of Montabello

SOLANA SANTA FE ELEMENTARY SCHOOL RENOVATIONS

LOCATION: San Diego, CA

TYPE: Renovation

COMPLETION: December 2023

DATES: June 2022

DESCRIPTION: As part of a larger project, KYA worked with Balfour Beatty on the modernization and renovation of Solana Santa Fe Elementary School. KYA installed ceramic tile in restrooms of two separate buildings on the campus as well as installed carpet and Forbo Linoleum on the 1st floor of Building A. Over 1400 SF of Artic White Tile and 300 SF of Epoxy flooring was installed in the restrooms. 1500 SF of tile and over 100 SF of walk off carpet as installed in the first floor of building A.

CONTACT:

Josh Purcell, Balfour Beatty

P: (858) 705 - 1790

KYA TEAM:

Sergio Pomeroy, Project Manager

Bunky Gorham, Balfour Beatty

ISSUES: N/A

LITIGATION: N/A



RESTROOM TILE



CARPET AND BORDER INSTALLATION



PROJECT TEAM



ARMANDO ORTEGA

PROJECT EXECUTIVE

With extensive project management experience, Armando excels in overseeing complex construction projects from start to finish. He is skilled in guiding the design process and leading projects through all phases, ensuring clear communication among all stakeholders. Armando has a proven track record in cost control, budget management, and delivering projects on time and within budget. He also manages RFIs, submittals, plan revisions, and material procurement, while maintaining detailed project documentation. His strengths include interpreting contracts, managing multiple projects, and working effectively in dynamic environments, supported by his strong communication, supervisory, and problem-solving skills.



KYA SERVICES

REGISTRATION

- Over 25 Years of Construction Experience

EDUCATION

- California Polytechnic State University, San Luis Obispo, CA | Bachelor of Science

CERTIFICATIONS

- First Aid / CPR Training
- OSHA 10-Hour & 30-Hour Training

EXPERIENCE HIGHLIGHTS

BENITO JUAREZ ELEMENTARY SCHOOL | ANAHEIM SCHOOL DISTRICT

- Preconstruction Services
- Demolition and Reconstruction Elementary School Buildings
- Addition of a multipurpose room Elementary School Campus'
- Modernization of existing library

SANTA ANA | DISTRICT OFFICE

- Preconstruction Services
- Installation of EV Charging stations for the district fleet
- Electrical and flatwork around the parking lot

CITY OF MONTEBELLO

- Preconstruction Services
- Bathroom renovations
- Wall Painting and graphics

GLENVIEW ELEMENTARY SCHOOL | PLACENTIA YORBA LINDA SCHOOL DISTRICT

- Preconstruction Services
- 10-month phased modernization of four buildings including classroom buildings, restrooms, library/computer building and administration office.

CHILD DEVELOPMENT CENTER | SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

- Preconstruction Services
- New construction of a three building, child care center that consists of classrooms, offices, restrooms, kitchen, play equipment and storage
- New Site Work

PROFESSIONAL EXPERIENCE

- Mentoring and supervising project team (superintendents, engineers and inters)
- Complete oversight of the project from start-up to close-out
- Management of the design process from design development to final construction document phase
- Management and coordination of consultants, engineers, designers, and subcontractors
- Value engineering consultation and implementation
- Contracts & purchase orders
- Cost control, budget/cost management, budget forecasts and profit projections
- Project turn-over coordination and activities

PROJECT TEAM



**FABIAN
OROZCO**

PROJECT MANAGER

Fabian is a skilled and detail-oriented construction professional who prides himself in working with public works to help create a better place.

REGISTRATION

- 25 years of industry experience
- Contractor's License Class B General

EDUCATION

- Rio Hondo College, Whittier, CA | Construction and Architectural Courses
- MTI College, Orange, CA | Auto-Cad Drafting and Design Certificate

EXPERIENCE HIGHLIGHTS

BOOMER CONSTRUCTION SERVICES

- Orange Unified | Classroom Remodels, Paint, Flooring, ect.
- Pomona Valley Hospital | Site Landscape, Maintenance Repairs, Concrete, ect.
- Residential: City of Los Angeles | Remodels, Room Additions, ect.

GKK WORKS

- Pomona Valley Hospital | Parking lot upgrade preparation for new medical office building
- Oakland Unified School District | New ground up construction of a High School, Elementary School and Two Clidcare Development Centers
- City of Anaheim | New 2-Story build Gymnasium with showers and quarters and Police Sub-Station

SAFETY CERTIFICATES

- Safety Compliance, Powered Industrial Training (Forklift/ Scissor Lift)
- National Environmental, 16-hour Asbestos & Lead Abatement Certificate
- Cal OSHA 30
- CPR & AED Certificate
- Certification on Cal- Trans Standards Storm Water Pollution Prevention Programs (SWPPP)



**JANESSA
STIRRAT**

PROJECT COORDINATOR

Janessa Stirrat is a driven professional with a passion for renovating public workspaces for communities.

REGISTRATION

- 4 years of Industry experience

EDUCATION

- California State Fullerton | Bachelor of Arts

EXPERIENCE HIGHLIGHTS

MONTEBELLO BUS LINES

- Coordinated having subcontractors on site.
- Coordinated job walks with the subcontractors
- Created a sample board for the client to keep at their office.
- Worked on site to make sure the job was running smoothly.
- Created and sent schedule of values to client for billing purposes
- Created and sent the job schedule to the client and different sub contractors

LONG BEACH USD GRANT ES KITCHEN REPAIR

- Opened job site for subcontractors to start their day.
- Coordinated deliveries needed at the job site
- Dropped off samples to client to assist with their tile selection
- Coordinated walks with subcontractors

- Coordinated the punch walk and when the punch list items would be completed

TORRANCE USD PRESCHOOL/CHILDREN'S CENTER

- Handled submittals for both job sites
- Scheduled and assisted in leading a precon meeting at the job site
- Created a schedule of the work for the subcontractors and client
- Created and sent the schedule of Value to the client for billing purposes.
- Worked on site to manage the subcontractors and insure the job was running smoothly
- Handled any concerns from the client at the job site
- Scheduled punch walks

The KYA Group, Inc.

1800 McFadden Ave.
Santa Ana, CA
714/949-6435
Armando.ortega@thekyagroup.com

September 5, 2024

City of Montebello Transportation Facility Restroom Renovation Services - Technical Approach Plan of Action

Plan of Action

Prior to starting work KYA will request a Pre-construction meeting so that our team meets with the key individuals from the facilities department. At this time, we can go over the scope of work and identify all utilities (water, gas, electrical) shut off locations so that construction does not disrupt the facilities' day-to-day activities. We would also identify a lay down area for trade material storage, trash dumpster/ portable toilets are away from any facility entrance.

KYA, along with the City, will identify restroom prioritization in order to develop a phasing schedule. Once developed, reviewed, and accepted, KYA will issue the schedule to all partnering trades where it will be monitored on a weekly basis to assure progress of various trades stay on track. Activities will be tracked and compared to the approved schedule milestones, and make adjustments as needed to prevent delays. Effective schedule adherence is critical for avoiding cost overruns, maintaining project efficiency, and meeting contractual deadlines.

1. Project Manager- Fabian Orozco- Responsible for all Pay Applications, Invoicing, accounting and overall project.
2. Project Coordinator- Janessa Stirrat- Responsible for all submittals and product procurement.
3. Project Superintendent- [Eduardo Gutierrez](#) will be Responsible for all Schedule, Field Activities, Coordination of work and product delivery.

4. Our team is very experienced in Public Works projects and has completed 4 bathrooms for the Montebello Bus lines transit this past summer. I feel the next ten (10) bathrooms will also be a success.
5. Invoicing will be submitted under the City approved format once the scope schedule of vales has been established and approved by the City. Monthly review of progress percentages for each scope item will be submitted in "DRAFT" format where adjustments can then be made prior to submitting the final version for processing. KYA has a full administrative accounting team that will be assigned to this project for the accounting, billing and invoicing.
6. KYA also has a full Labor Compliance Team that will be dedicated to the project for uploading to the DIR and assuring the sub-contractors are in labor compliance.
7. KYA will be responsible for the quality control, the performance of the sub-contractors and the delivery and completion of the project to the satisfaction of the Montebello Bus Transportation Facility.

It has been a privilege for KYA to collaborate with the City of Montebello on a previous project, and we are thrilled at the prospect of continuing this partnership by serving as the Contractor for the upcoming Restroom Modernization Project. We eagerly anticipate the opportunity to work alongside Montebello Transportation Leaders. With a deep understanding of Montebello Transportation procedures and a keen awareness of their specific project needs and goals, KYA is poised to deliver exceptional results. We are confident in our ability to seamlessly integrate with the City staff, offering a perfect fit for this endeavor.

Best regards,



Armando Ortega

Project Executive, The KYA Group, Inc

The KYA Group, Inc.

1800 McFadden Ave.
Santa Ana, CA
714/949-6435
Armando.ortega@thekyagroup.com

Sep 26, 2024

Montebello Bus Line Transit - Timeline

1. **Working Hours-** Working hours are from 7:00 am to 4:00 pm. Weekends and after hours are excluded.
2. **Drop Offs-** Drop offs will be coordinated with the facility and will only take place during business hours.
3. **Demo-** Demo will be done in phases, and coordinated by/with the facility. Demo will be determined by the amount of restrooms that will be under construction at one time.
4. **Access to Facility-** Access will be provided by the facility to the KYA Team and its sub contractors.
5. **Dates-** Dates and a schedule will be provided once the facility issues the (NTP) notice to proceed.
6. **Important Milestones-** Important milestones for the project will be noted on the schedule once provided. The project's duration will be approximately 8 months.

Please keep in mind that The KYA Group is here to help make this a successful project, given the team work effort and a clear line of communication.

Best regards,

Fabian Orozco

The KYA Group, Inc



KYA Services, LLC
1800 E. MCFadden Ave
Santa Ana, CA 92705
P: 714-659-6477 F: 714-586-5544
Lic No. 984827 C15, B, C-61/D12, A, C20, C10, C33

CLIENT:
Montebello Bus Lines

PROJECT:
Restroom Renovation

Attention: Cesar Lopez

DATE:
10/21/2024

Description:

GENERAL CONDITIONS

Job Site Rentals - Fencing, Temp Toilets, Dumpsters **\$513,208.00**
Project Labor/Supervision
Sundries
Mobilization
Evaluation & Design
Floor Protection
Daily & Final Cleanup
B

TILE Walls-Dal Tile 8"X24" K175 Biscuit **\$327,847.00**
Floors-Dal Tile 2"X2" D208 Sueda Gray Speckle
4" Wall Accent SA94 Tranquility Random Linear
TR-1 Schluter Dilex AE Cove Pieces
TR-2 Schluter Dilex Scheine Corners Inside and Outside
TR-3 Schluter Schiene AE Tile Trim
Float Floor 1"-2" TCNA F1 12
RG RedGard Waterproofing and Crack Isolation Membrane Roll On

PLUMBING Reconfigure Plumbing **\$125,507.00**
Install New Shower Fixtures
New Urinals
New Toilets
New Lavaotry's
New Trap Primers
Excavation and Sand Backfill
Provide access Panes for plumbing
Manufactures warranties

DEMOLITION Demolition and Removal of Existing Surfaces **\$210,959.00**

PAINT Painting of Walls, Ceilings, Locker Faces, Doors and Frames **\$104,792.00**

PARTITIONS	Toilet Compartments and Screens Includes Restroom Accessories	\$57,556.00
MIRRORS	Included with Restroom Accessories	
ELECTRICAL	Install new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and Exchange Fans 10.5W Change New Light Switches	\$127,313.00
MISC	Waterproofing and Other Infrastructure Set-Ups	\$32,000.00

	Total Price	\$1,499,182.00
EXCLUSIONS:		
1. All Fees and Permits		
2. Lead Abatement, Asbestos, Hazardous Material		
3. Framing and Insulation		
4. Architectural Services		
5. ADA Design		
6. Fire Protection		
7. Concrete Slab Scanning		

Thank you for giving KYA Services the opportunity to do business with you!

Add Alternates

- 1)
- 2)
- 3)

QUALIFICATIONS:

Sincerely,

Represented and accepted by:

DATE:

Armando Ortega

657-499-0844

Printed Name

Signature

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

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

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

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

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

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

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

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

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

EXHIBIT "D"

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONTRACTOR may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONTRACTOR shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONTRACTOR must obtain a "Temporary Contractor's Badge" issued by the City of Montebello Human Resources prior to performing work.



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **ADOPT RESOLUTION NO. 25-03 TO AUTHORIZE SUBMITTING AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR GRANT FUNDING FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM**

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-03 to authorize submitting an application to California Department of Transportation (CalTrans) for grant funding from the Sustainable Transportation Planning Grant (STP Grant) Program; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to submitting an application to Caltrans for the Sustainable Transportation Planning (STP) Grant. Should the City of Montebello be selected as a grant recipient, a subsequent City Council action will be required to appropriate the grant funds. A staff report will be prepared requesting appropriate City Council consideration at that time.

BACKGROUND/DISCUSSION:

The City has long been committed to advancing sustainable transportation and enhancing mobility options for its residents and visitors. In accordance with this commitment, the City intends to submit an application to Caltrans for funding from the STP Grant Program, specifically the Sustainable Communities Grant. These grants encourage local and regional planning efforts that support sustainable transportation

practices, reduce greenhouse gas emissions, and address connectivity deficiencies.

Grant funding from the STP Grant Program will enable the City to conduct comprehensive planning efforts including, but not limited to, feasibility studies, community engagement, and preliminary designs. These efforts will provide the foundation for the strategic implementation of transit mobility hubs that integrate multiple modes of transportation and fixed route transit enhancements. Transit mobility hubs will help make travel easier, more efficient, and more importantly, support the City's vision for an environmentally friendly and connected local and regional community.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adopt Resolution No. 25-03 (Attachment A) authorizing submittal of an application to Caltrans for grant funding from the STP Grant Program (Attachment B); and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Resolution No. 25-03
2. Attachment B – Caltrans STP Grant Program – Grant Application Guidelines

RESOLUTION NO. 25-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM

RECITALS

WHEREAS, the California Department of Transportation (Caltrans) offers grant funding through its Sustainable Transportation Planning Grant (STP Grant) Program – to support sustainable transportation practices, reduce greenhouse emissions, and enhance community connectivity; and

WHEREAS, the Caltrans STP Grant's Sustainable Communities Grant focuses on supporting transportation planning projects that advance sustainability, equity, and climate goals at the community level; and

WHEREAS, STP Grant funding will enable the City to conduct comprehensive planning efforts including but not limited to, feasibility studies, community engagement, and preliminary designs; and

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

APPROVES THE SUBMISSION OF AN APPLICATION TO CALTRANS FOR THE STP GRANT; AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and
3. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY 2025.

RESOLUTION NO. 25-03

Page 2 of 2

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-03 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of January 2025 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

SUSTAINABLE TRANSPORTATION PLANNING GRANTS

Fiscal Year 2025-26

GRANT APPLICATION GUIDE

Sustainable Communities,
Strategic Partnerships and
Climate Adaptation Planning

Grant Application Deadline January 22, 2025

Submit Application via [Smartsheet Form](#)

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multimodal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.

The State-funded Sustainable Communities grants (\$29.5 million) are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The State-funded Climate Adaptation Planning grants (\$3 million) enacted with Senate Bill 198 (Committee on Budget and Fiscal Review, Chapter 71, Statutes of 2022), will support local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure.

The federal-funded Strategic Partnerships and Strategic Partnership Transit grants (\$4.5 million) support Federal Planning Factors and address State highway/transit issues of regional, interregional, and/or statewide significance, in partnership with Caltrans.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multimodal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The period of grant fund availability spans over three FYs and approximately 32 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 9.2 for details regarding the anticipated grant project start and expiration dates.

1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	Budget RMRA and SHA State funds Approx. \$17 million Approx. \$3 million set-aside for technical projects Up to \$2 million set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Under-Resourced Communities*** Grant Minimum \$50,000 for Under-Resourced Communities, including Native American Tribal Governments and rural communities; \$100,000 for all others Grant Maximum \$700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, address the needs of under-resourced communities, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: • MPOs with sub-applicants • RTPAs • Transit Agencies • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Native American Tribal Governments • Other Public Transportation Planning Entities The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution); not required for Native American Tribal Governments
	Budget RMRA State funds \$12.5 million			

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, under-resourced communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Climate Adaptation Planning	Budget State funds Cycle 3: \$3.7 million Up to \$1 million set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Under-Resourced Communities*** Grant minimum \$100,000 Grant maximum \$1 million (single organization); above \$1.5 million to be considered for partnership applications	Funds local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level climate adaptation planning to identify adaptation projects and strategies for transportation infrastructure.	The following are eligible to apply as a primary applicant: • MPOs • RTPAs • Transit Agencies • Cities and Counties • Native American Tribal Governments • A joint exercise of powers authority established pursuant to Chapter 5 of Division 7 of Title 1, with the consent of a transportation planning agency or a county transportation commission for the jurisdiction in which the transportation project will be developed. • A local transportation authority created or designated pursuant to Division 12.5 or Division 19 of the Public Utilities Code. The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution); not required for Native American Tribal Governments

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, under-resourced communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	Budget FHWA SPR, Part I Federal funds \$1.5 million Grant Minimum \$100,000 Grant Maximum \$500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State Highway System, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: • MPOs • RTPAs The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	20% minimum* (in non-federal funds or an in-kind contribution) Complete Streets related application can request a local match waiver. Details in Section 5.3.
	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for RTPAs and transit agencies; \$100,000 for MPOs Grant Maximum \$500,000			
Strategic Partnerships – Transit	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for RTPAs and transit agencies; \$100,000 for MPOs Grant Maximum \$500,000	Funds multimodal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2)	The following are eligible to apply as a primary applicant: • MPOs • RTPAs • Transit Agencies The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in non-federal funds or an in-kind contribution) Complete Streets related application can request a local match waiver. Details in Section 5.3.
* For local match requirements, refer to Chapter 6.5 of this Guide. ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).				

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, 4.1 and 5.1 indicate the specific purpose of the Sustainable Communities, Climate Adaptation, and Strategic Partnership transportation planning grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Safety	Prioritize the elimination of fatal and serious injury crashes and enhance safe use of our roadways through the Safe System approach to realize a vision of zero road fatalities and serious injuries on all California roads by 2050.
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of older adults, those with disabilities, and freight.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e., enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
Social Equity	Promote transportation solutions that focus on and prioritize the needs of under-resourced communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging meaningful public involvement in the transportation decision making process.

Grant Program Considerations

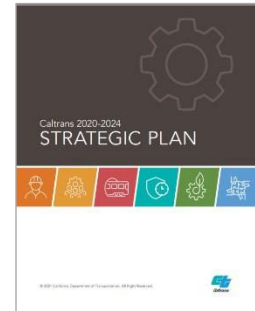
The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Plan

The Strategic Plan is a declaration of the Caltrans vision and mission, core values, strategic imperatives, and six goals to deliver a world-class transportation system for one of the nation's most populous, innovative, and diverse states:

- Safety first
- Cultivate excellence
- Enhance and connect the multimodal transportation network
- Strengthen stewardship and drive efficiency
- Lead climate action
- Advance equity and livability in all communities

This plan guides and informs the development of the Sustainable Transportation Planning Grant Program. Competitive applications will articulate how they will assist in achieving the Caltrans vision and mission, the six strategic goals above.



California Transportation Plan 2050

The California Transportation Plan (CTP) 2050 is a long-range transportation plan, updated every five years pursuant to State and federal law, and is statutorily required to be fiscally unconstrained:

- Defines a vision for the future transportation system, establishes new statewide priorities, and guides Caltrans and partner agencies in implementing its recommendations
- Identifies strategies and policies that are required to make transparent and transformational transportation decisions
- Recognizes the unique transportation needs and interests of urban, suburban, rural, and tribal communities
- Guides transportation decision makers at all levels of government, while emphasizing the importance of shared responsibility in meeting our transportation needs



The CTP does not contain projects, but policies and strategies required to close the gap between what the RTPs aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050 vision, goals, recommendations, and the modal plans that support it.

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans listed below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan

- California State Rail Plan
- California State Bicycle and Pedestrian Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

Strategic Highway Safety Plan

The Strategic Highway Safety Plan (SHSP) is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on California's public roads. This document represents the third update of California's initial 2005 SHSP and uses the latest crash data and insights from safety partners across the state to inform the SHSP's development. Working in conjunction with other statewide safety plans such as the Highway Safety Improvement Program, the Highway Safety Plan, and the Commercial Vehicle Safety Plan, this SHSP provides guidance that will influence the development of goals, strategies, and performance measures for stakeholders working to improve traffic safety throughout California.



The latest California SHSP effort focuses on strategies with the greatest potential to reduce fatalities, serious injuries, and overall crashes. To ensure that decision-making is consistent, the SHSP is anchored by a clear Vision, Mission, and Goal. The vision represents what the SHSP aims to accomplish, while the mission is the means of getting there. Fulfilling these statements affords the state, under guidance of the SHSP, the best opportunity to reach its goal: Zero Fatalities and Serious Injuries by 2050.

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects, which they continue to feel the consequences from today. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

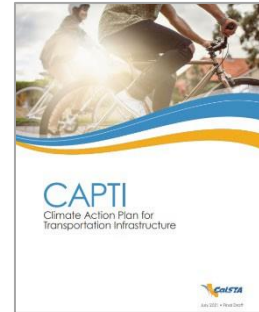
More information about non-discrimination requirements can be found in Chapter 6.6.

Director's Policy DP 28-R2 (Title VI Implementation Plan: Federal Fiscal Year 2024, Appendix B):

<https://dot.ca.gov/-/media/dot-media/programs/civil-rights/documents/title-vi/2024caltranstitleviimplementationplan9823a11y.pdf>

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the State recommends shifting and investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing GHG emissions in transportation, which account for more than 40 percent of all emissions, to reach the State's ambitious climate goals. Competitive grant applications will discuss how proposed projects will assist in implementing the CAPTI Investment Framework, Guiding Principles, and align with the Implementation Strategies and Key Actions. Through CAPTI Caltrans is committed to intentional engagement and partnership with tribal governments and community-based organizations representing historically marginalized voices.

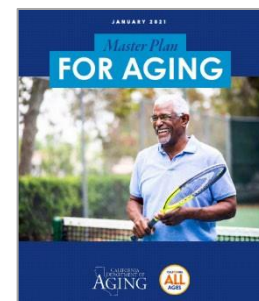


California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the State's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the State's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources. The California Climate Adaptation Strategy also deepens the integration of California Native American tribal priorities into California climate policies and programs and support tribal partnership and collaboration through funding tribal climate projects. Competitive grant applications will discuss how proposed projects consider climate resilience and align with the California Climate Adaptation Strategy.

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan, not simply a plan for today's older adults. California's over-60 population is projected to diversify and grown faster than any other age group. In response, the Master Plan calls on all California communities to build a California for All Ages: for older Californians currently living through the many different stages of the second half of life; for younger generations who can expect to live longer lives than their elders; for communities of all ages – family, friends, neighbors, coworkers, and caregivers – surrounding older adults. Competitive grant applications will discuss specific connections and help achieve the Master Plan's five goals and twenty-three strategies to build a California for All Ages by 2030.



2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately \$12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and \$5 million in State Highway Account (SHA) funds, or a combined total of \$17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. **MPOs must have a sub-applicant in order to be eligible and apply to the Sustainable Communities Competitive and Technical grants.**

Approximately \$3 million will be set-aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel and to develop and implement VMT mitigation programs.

Up to \$2 million will be set-aside for Native American Tribal Governments.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, which must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit under-resourced communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the state that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C, *Caltrans/Regional Agency Boundaries Map*, which indicates rural areas). For purposes of the grant program, acceptable under-resourced communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined under-resourced communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Sustainable Communities Competitive and Technical applicants must demonstrate how the project fits every aspect of the following Specific Objectives, as appropriate for the applicant and project type:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS/APS (where applicable). For applicants not in an MPO region, address how the project encourages local and regional multimodal transportation and land use planning that advances sustainability

- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2024 RTP Guidelines
- Address the needs of under-resourced communities through robust public engagement
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require extensive public engagement due to their technical nature, but they will explain and demonstrate:

- How the public will be involved at later stages of the planning process
- How they will collaborate with and involve appropriate stakeholders with technical expertise to review and validate quantification assumptions and methods
- How stakeholders will be involved in the application and Scope of Work

Technical project applications are scored under the same criteria as all other project types, but they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Applicants should contact their Caltrans District listed in Appendix D to help decide which grant category is the best fit for their project.

Below is a list of Appendix A Guidance, Tools, and Resources to assist applicants in preparing a competitive grant application that is consistent with the Grant Program Objectives, Grant Program Considerations, and Specific Objectives.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Under-Resourced Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP SCS/APS (where applicable) and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian, and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Corridor and Freight

- Comprehensive Multimodal Corridor Plans
- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement

- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.
- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete Streets plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for under-resourced communities such as grocery stores, schools, hospitals, transit stations, etc.
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and under-resourced communities, and minimizes displacement
- Outreach to educate under-resourced communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or under-resourced communities
- Native American Tribal Government transportation planning training and capacity building

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development
- SCS/APS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning
- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element, zoning code, or land use plan that increases development opportunities around key transportation corridors or nodes

- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete Streets plans or multimodal transportation plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and corridor safety enhancement plans

Technical

- Transportation modeling studies or planning activities that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans
- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach as part of a plan or study as appropriate, e.g., for mode shifts to electric forms of transportation

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ridesharing
- Strategies to increase transit ridership

- Studies or plans that evaluate commuter rail or multimodal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Report writing and the development of associated graphics
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)¹ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436² provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
 - Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis.
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

¹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33>

² Govinfo, 2 Code of Federal Regulations, Part 200.436, 20, <https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436>

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS/APS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and under-resourced communities, including Native American Tribal Governments and rural communities
- Encourage stakeholder collaboration
- Involve active community engagement for under-resourced communities and Native American Tribal Governments by utilizing advocacy groups, community-based organizations, and tribal organizations
- Coordinate transportation, housing, and land use planning
- Result in funded and programmed multimodal transportation system improvements

General Tips

- Some sections of the grant application may seem redundant when discussing under-resourced community engagement, overall public engagement, and stakeholder involvement. Although the general public and under-resourced communities are stakeholders for any project, for application purposes, the strategy, and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large.
 - Under-resourced communities' engagement will explain how the project will go above and beyond business as usual or what is statutorily required to address the

specific needs of under-resourced communities and use unique methods to involve these groups in the decision-making process. Refer to Appendix A, *Active Community Engagement*, which includes case studies for examples of equitable community engagement.

- Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project affects under-resourced communities. The tools in Appendix A are intended to help applicants define an under-resourced community in the project area. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, describe population characteristics such as demographics, location, and size.

Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below; however, it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing, Housing Element Compliance, and Prohousing Designation

- To avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs, and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g., narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- To be eligible for a grant award, city and county primary/sub-grant applicants are required to submit:
 1. A housing element adopted by the local government to the Department of Housing and Community Development (HCD), and HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585.
 2. Annual Progress Reports (APRs) to HCD for at least the previous two years, 2022 and 2023.
- City or county primary/sub-applicants will receive a high recommendation from HCD if they have a Prohousing Designation, which can be earned by adopting local policies that facilitate the planning, approval, and construction of housing. The HCD Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development, and infrastructure programs. For HCD Prohousing Designation Program information and how to develop a competitive application, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit:
 1. A housing element adopted by the local government to HCD.
 2. Annual Progress Reports to HCD for at least the previous two years, 2022 and 2023.

Community Engagement

- Refer to Appendix A, *Active Community Engagement*, for Community Engagement Best Practices.

- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, under-resourced communities, and a variety of socio-economic groups (e.g., households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies including in-person and virtual options.
- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates and connects land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning. For example:
 - Demonstrate how the project will support or align with the region's Regional Early Action Planning (REAP)³ grant investments or other regional planning or implementation efforts. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. Eligible uses include projects that invest in infrastructure to expand active transportation and fund and implement parking and transportation demand management programs or ordinances.
 - Describe how the project aligns with State housing policies and goals by serving a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by HCD.
 - Explain how the project is located in an area that has earned a Prohousing Designation and positive scores for Prohousing Enhancement policies from HCD. Jurisdictions supporting integrated housing, land use, and transportation planning may have policies

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SCS/APS and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

³ REAP Website: [Programs: Active | California Department of Housing and Community Development](#)

that include Prohousing Enhancement Factors, which represent a multi-faceted approach to planning objectives, are consistent with State priorities, go beyond state law, etc. Competitive applications may also identify a jurisdiction's policies that promote housing development and reduce VMT. For information about the HCD Prohousing Designation Program and how applicants can develop a competitive application with Prohousing Enhancement Factors or VMT reducing policies, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*. HCD will highly recommend awards for City and county primary/sub-applicants that earn this designation.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule:** Refer to the Cost and Schedule Checklist in Appendix B.

3. SUSTAINABLE COMMUNITIES FORMULA

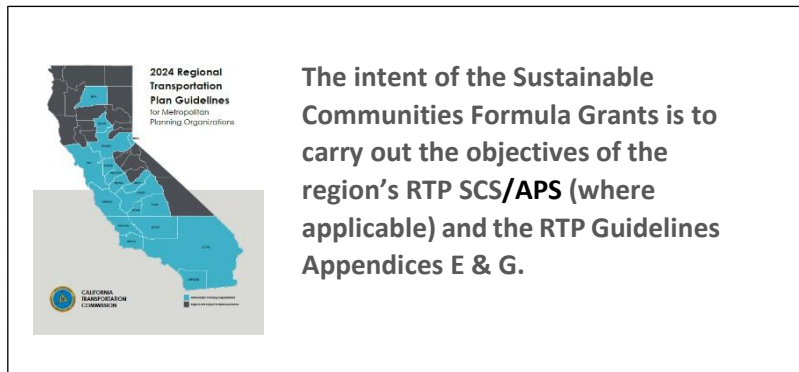
\$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices E and G. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance and Approval Process

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS/APS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above by **April 30, 2025**, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

- ✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft OWP development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and the Headquarters Office of Regional and Community Planning (ORCP). MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2025-26 OWP and sending a list of activities using the provided template to Caltrans, no later than **March 1, 2025**. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORCP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost and Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost and Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS/APS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and ORCP. This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORCP. MPOs should coordinate the submittal of this information with the Caltrans district and ORCP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocation Estimates

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	Total Formula Grant Allocation
Tahoe Metropolitan Planning Organization	\$160,750
Madera County Transportation Commission	\$164,209
Kings County Association of Governments	\$162,943
Shasta Regional Transportation Agency	\$163,172
Butte County Association of Governments	\$180,569
Merced County Association of Governments	\$197,424
San Luis Obispo Council of Governments	\$195,962
Tulare County Association of Governments	\$246,944
Santa Barbara County Association of Governments	\$224,579
Stanislaus Council of Governments	\$291,053
San Joaquin Council of Governments	\$341,671
Kern Council of Governments	\$374,899
Association of Monterey Bay Area Governments	\$315,267
Fresno Council of Governments	\$407,484
Sacramento Area Council of Governments	\$774,991
San Diego Association of Governments	\$1,021,553
Metropolitan Transportation Commission	\$2,106,140
Southern California Association of Governments	\$5,170,390
Total	\$12,500,000

4. CLIMATE ADAPTATION PLANNING

Climate change adaptation aims to anticipate and prepare for climate change impacts to reduce the damage from climate change and extreme weather events, including seas level rise. Adaptation is distinct from, but complements, climate change mitigation, which aims to reduce GHG emissions. This funding is intended to advance adaptation planning on California's transportation infrastructure, including but not limited to roads, railways, bikeways, trails, bridges, ports, and airports.

The State-funded Climate Adaptation Planning grants (\$3 million) will support tribal, local, and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure. Applicants at all stages of adaptation planning efforts including those who have not yet started adaptation work are encouraged to apply.

Climate adaptation planning projects are defined by:

- Identification of transportation system vulnerabilities and climate-related risks to existing transportation infrastructure, including resilience improvement plans
- Identification of adaptation planning projects that address climate risk impacts to existing transportation infrastructure including sea level rise, storm surge, changes in temperature and precipitation
- Planning for specific climate projects that can be programmed in existing local or regional transportation plans

4.1 Purpose and Specific Objectives

California's climate leadership has made the ambitious commitment to reduce GHG emissions and facilitate a transition to a carbon neutral economy. However, as made clear by the impacts already affecting California and the recent IPCC report, impacts of climate change are occurring sooner than expected and they disproportionately affect the most vulnerable among us. Many impacts, such as increased wildfires, droughts, landslides, rising sea levels, floods, severe storms, heat waves, and impacts to wildlife, are already occurring already and are expected to become more frequent and severe.

Climate change is increasingly impacting the State's transportation system. Adaptation efforts will enhance the resiliency of the transportation system to better withstand climate impacts. The overarching goal of this grant program is to support planning actions at local and regional levels that advance climate change adaptation efforts on the transportation system, especially efforts that serve the communities most vulnerable to climate change impacts. Taking steps now to adapt to climate change will protect public health and safety, infrastructure, and the California economy into the future.

Caltrans awarded three cycles of local adaptation planning grants allocated through the passage of SB 1. This program operated from FY 2017-18 through FY 2019-20 and was able to fund innovative tribal, local, and regional adaptation planning grants across California. Examples of the completed projects supported by the SB 1 Climate Adaptation Planning Grant Program can be found on the California Adaptation Clearinghouse's case study⁴ page. The current funding in this

⁴ Adaptation Clearinghouse's case study website: <https://resilientca.org/challenges/>

program aims to build upon the successful SB 1 program to further advance transportation adaptation planning.

Equity, including regional representation, will be considered when awarding projects. A minimum threshold of 50 percent of the funds has been identified for projects that benefit under-resourced communities, which includes tribal, local, regional, and rural communities (for transportation planning purposes, rural is defined as all areas of the state that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C, *Caltrans/Regional Agency Boundaries Map*, which indicates rural areas). For purposes of the grant program, acceptable under-resourced communities' definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined under-resourced communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Furthermore, up to \$1 million will be set-aside for Native American Tribal Governments.

Climate Adaptation Planning grant applicants must demonstrate how the project fits the Grant Specific Objectives listed below, as appropriate for the applicant and project type. Additional resources (guidance, data sources, etc.) to assist in achieving these objectives can be found in Appendix A:

Applicants are required to demonstrate how the proposed effort will accomplish one or more of the following:

- Identify specific transportation infrastructure vulnerabilities⁵ to climate change impacts.
- Identify adaptation strategies and specific actions to address identified climate-related vulnerabilities, incorporating short-, medium-, and long-term strategies that mitigate overall risk throughout the entire service life of the asset or capital project. Where appropriate, this should include nature-based shoreline solutions as part of a comprehensive approach, using the best available science and guidance.
- Include economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies when applicable.

Applicants must also demonstrate how the proposed effort will accomplish one or more the following:

- Identify benefit(s) to under-resourced communities, including transit-dependent populations. Benefits may include improved access to safe and reliable transportation options, enhanced public safety measures in flood-prone areas, increased opportunities for community engagement in decision-making processes, protection of essential services and cultural resources, and the creation of local economic opportunities through workforce development and local hiring initiatives.

⁵ Transportation infrastructure includes, but is not limited to, roads, railways, bikeways, trails, bridges, ports, and airports. Vulnerable transportation infrastructure is transportation infrastructure that is susceptible to the impacts of climate change (e.g., a pedestrian-use trail that cuts through a forested area that is expected to see increased fire risk due to climate change).

- On-going collaboration and partnerships between sectors and jurisdictions, across levels of government at a regional scale.
- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, reductions in GHG emissions, critical emergency services, or reduction in contamination. Projects prioritizing nature-based solutions through natural and green infrastructure planning and adaptation strategies will be prioritized.
- Consistency with priorities and goals of the 2021 California State Adaptation Strategy, as well as any applicable local/regional resilience planning, and that the effort will identify ways to incorporate transportation-related climate adaptation needs into existing transportation plans.
- Projects must include a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any projects identified or developed as part of the planning grant.

Competitive applicants will demonstrate one or more of the following:

- Alignment with or augmentation of existing plans, including climate action plans/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Certified Local Coastal Programs⁶, that will lead to the identification and development of capital projects that can be programmed as part of local or regional transportation plans. Projects should follow State Guidance on Adaptation Planning (see Appendix A) or be aligned with local plans.
- Collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, community-based organizations, federal, state, or local agencies, and community residents.
- Consideration of the adaptation needs of environmental resources in proximity to the transportation system such as coastal resources including but not limited to tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs.
- Consideration of public access and Complete Streets' needs.

4.2 Example Project Types

Caltrans aims to fund a variety of project types from a diverse pool of applicants to respond to these climate impacts. Applicants who have adaptation planning efforts underway, as well as those who have not yet started adaptation planning, are encouraged to apply.

The examples below are provided to illustrate the range of projects that may be appropriate for the grant program, as well as to provide ideas to potential applicants. The project types range from initial vulnerability assessment and broad planning efforts to project-level planning needs, for instance through local studies on natural hazards to inform a future project. Proposed projects are not constrained by the examples below.

- **Climate Vulnerability and Risk Assessments** (identification of climate vulnerabilities and risks to transportation infrastructure) which include the following steps from Phase 2 of the 2020 California **Adaptation Planning Guidelines** developed by the Governor's Office of Planning and Research (OPR):

⁶ More information about Certified Local Coastal Programs and whether a project is located in this area can be found on the Coastal Commission's website and further verified by reaching out to Coastal Commission staff at the applicable Coastal Commission District office.
<https://coastal.ca.gov/lcps.html>

- **Climate Change exposure analysis** that will characterize the community's exposure to current and projected climate hazards. This will include listing all climate change effects of concern, an overview of historical climate-related hazard events and their consequences to the community, a description of how each identified effect is expected to change over the analysis period, and a map of projected change in each identified climate change effect.
- **An assessment of impact sensitivity** that includes a list of community populations and assets that are sensitive to the community's climate change effects, descriptions of historical and potential future climate impacts to community elements and identifying potential climate impacts of greatest concern.
- **An analysis of adaptive capacity**, or the community's current ability to cope with climate impacts to community populations or key community assets. This will include a matrix describing the community's existing capacity to adapt to each of the priority climate impacts based on existing policies, plans, and/or programs, as well as a second, enhanced version of that matrix which describes factors that enhance local agencies' adaptive capacity.
- **The development and application of a vulnerability scoring methodology** including a table summarizing vulnerabilities across the study area.
- **Outreach and engagement** to foster collaboration with community members to identify community strengths, assets, and climate change impacts to allow opportunities to share their expertise and provide valuable, on-the-ground understanding of climate vulnerabilities.
- **Planning for extreme weather events that may impact transportation in a community.** Steps taken to adapt to extreme weather may include:
 - **Evacuation, response, and recovery planning** which may include the identification and evaluation of primary evacuation, response, and recovery corridors as well as the development of strategies, policies, or recommendations to improve evacuation, response, and recovery during extreme weather.
 - **Identifying communities and individuals with inadequate access to transportation options** (e.g., survey to determine number and location of transit dependent residents) and the development of potential strategies to improve the evacuation potential of such communities.
 - **Planning for expanded access to multimodal transportation options** (e.g., multimodal) in evacuation corridors to assist underserved and transit dependent populations in efficient evacuation during extreme events.
 - **Planning for Transportation Management System (TMS) and Intelligent Transportation System (ITS) elements** that will assist in the ongoing relay of information pertaining to potential hazards which may include the strategic implementation of early warning systems and changeable message signs for enhanced communication during extreme weather events.
 - **Planning and evaluating for decentralized energy storage needs for electric vehicle charging infrastructure** to safeguard against loss of power and impacts to electric vehicles due to climate-related grid disruptions from climate-related events such as extreme heat or wildfire.
- **Transportation Infrastructure Adaptation and Resilience Improvement Plans, and/or integration of transportation adaptation planning into existing plans** such as a climate mitigation or adaptation plan, Certified Local Coastal Program, Hazard Mitigation Plan, General Plan (including compliance with Senate Bill 379 requirements (Jackson, Chapter 608, Statutes of 2015)), **or other related planning efforts, including project-level planning for capital projects.** For instance, this can include:

- **Prioritization of adaptation needs and strategies** in a given region/location.
- **Project-level planning** that can be programmed through an existing local or regional transportation plan, such as evaluating infrastructure resilience to climate impacts, especially projects that integrate natural infrastructure or provide multiple benefits. Specific examples could include: adaptation strategies related to realigning/relocating transportation infrastructure impacted by sea level rise; providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases; preparing for increased landslide risk; etc.
- **Natural and green infrastructure planning** (e.g., wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts, identifying and removing barriers to habitat and wildlife connectivity). For instance, this can include:
 - **Incorporation of natural and nature-based features into adaptation projects**, plans, and/or strategies that will address current or projected climate change impacts to transportation infrastructure and communities that use them while supporting wildlife connectivity, habitat creation or restoration, and enhancing biodiversity.
 - **The development of adaptation strategies that also incorporate elements of climate change mitigation** through the incorporation of trees and other vegetation into planning- and project-level recommendations.
- **Technical feasibility studies required to advance project-level adaptation planning.** Studies may assist in resolving more technical aspects at a study location which may result in more effective implementation of adaptation elements in project scope. They may also aid in advancing adaptation work at priority locations identified in other previous plans or policies. Studies might incorporate the following analyses:
 - **Coastal hazards and/or wave runoff analysis** at a known or identified coastal area in need of adaptation projects or solutions to make transportation assets and surrounding communities more resilient to coastal climate change hazards such as sea level rise, storm surge, and cliff retreat/coastal erosion.
 - **Precipitation or hydrological studies** that incorporate future climate risk into the analysis to ensure that subsequent adaptation strategies implemented in the study area are more resilient to projected changes in precipitation under climate change.
 - **Landslide or geotechnical studies** that consider climate change stressors including precipitation and/or wildfire and their potential impact on landslide risk.
- **Technical assistance projects for under-resourced and climate vulnerable communities to perform climate adaptation planning.** This will bring subject matter expertise on climate change and climate adaptation into a project at an identified location which will assist in effective actions being taken to improve climate resilience of transportation facilities and the communities that use them. This may include:
 - **Consultation with climate change subject-matter experts** who may offer assistance on relevant climate change data as well as demographic and/or spatial data management.
 - **Development of engagement and outreach materials and the facilitation of public meetings or events** related to climate change adaptation efforts within the community.
- **Development of educational resources, trainings and workshops for local jurisdictions and transportation service providers on any of the above listed adaptation planning activities.** This may include:
 - **Educational resources** that will inform members of the public or employees at governmental or other organizations on adapting to climate change impacts to

transportation facilities and how that may affect the community and steps that can be taken to better prepare for such impacts.

- **Trainings for staff** to establish best practices and organizational policies that will assist in preparation for future climate change impacts.

4.3 Eligible and Ineligible Activities and Expenses.

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Eligible Activities and Expenses

Please consult with Caltrans district staff for clarification regarding specific eligible activities or expenses. Example eligible costs include:

- Staff time
- Consultant time
- Up to 30 percent design or conceptual drawings
- Data and geospatial analysis
- Report writing and the development of associated graphics
- Community surveys, meetings, charrettes, and focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Project-specific staffing
- Web application development and dashboard
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
 - Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis.

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under this grant program. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Projects without a transportation nexus
- Project Initiation Documents
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- RTP or updates to the RTP
- Construction projects or capital costs, such as the building of a facility, or maintenance
- Purchasing of office furniture or other capital expenditures
- Decorations (e.g., for public workshop events)
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation

- Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis.
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.4 Tips for a Successful Climate Adaptation Planning Grant Application

Strong applications will integrate all aspects of the grant program's purpose and specific objectives listed above. Additionally, strong applications will support statewide goals and objectives currently being implemented by the State of California, including the Grant Program Considerations (see Chapter 1.2).

Some guidance is provided below; however, it is not intended to be all inclusive.

Criteria for Successful Climate Adaptation Planning Grant Applications

- Clearly demonstrate how the project promotes climate change adaptation planning on the California transportation system and how the project aligns with the grant specific objectives.
- Partner with Caltrans to identify and address statewide, interregional, or regional transportation adaptation needs in the State Highway System (or multimodal transportation system for transit-focused and/or active transportation projects).
- Strengthen government-to-government relationships.
- Demonstrate that the proposed planning effort will lead to adaptation project funding proposals and/or programmed system improvements. This can include advancing planning to lead to project development through development of a cost estimate, pursuing a technical feasibility study for adaptation options, and/or developing a conceptual design.
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and under-resourced communities, including Native American Tribal Governments and rural communities.
- Encourage stakeholder collaboration and include active community engagement.
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1), and climate adaptation goals (State Adaptation Strategy).
- Demonstrate that the proposed planning effort will use the best available science for climate change projections.
- For proposed planning efforts in the California Coastal Zone, demonstrate that all analyses and final deliverables will be consistent with the applicable Certified Local Coastal Program, California Coastal Act (for projects in the Coastal Commission's retained jurisdiction), and Coastal Commission guidance documents on sea level rise, environmental justice, and tribal community engagement.

General Tips

- Refer to existing State guidance on climate adaptation planning to ensure alignment with State direction, State data, and guidance, including the California Adaptation Planning Guide, and resources that can be found on the State Adaptation Clearinghouse.
- Consult with your district representative for technical assistance before the application

deadline.

- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Provide tailored letters of support and photos of project area as relevant to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.
- Include Caltrans as an active partner in the study, as applicable.
- Some sections of the grant application may seem redundant when discussing under-resourced community engagement, overall public engagement, and stakeholder involvement. Although the general public and under-resourced communities are stakeholders for any project, for application purposes, the strategy and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large;
 - Under-resourced communities' engagement will explain how the project will go above and beyond business as usual to address the specific needs of under-resourced communities and use unique methods to involve these groups in the decision-making process; and
 - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule:** Refer to the Cost and Schedule Checklist in Appendix B.

5. STRATEGIC PARTNERSHIPS

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million. FHWA SPR Part 1 funds will be distributed through a competitive program to MPOs and RTPAs. FTA 5304 funds will be distributed through a competitive program to MPOs, RTPAs, and transit agencies. Funding distribution for the competitive program will depend on the quality and number of applications.

5.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on or connecting to the State Highway System, while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Strengthen government-to-government partnerships
- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

5.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

5.3 Complete Streets Local Match Waiver

FHWA and FTA have approved a local match waiver for Complete Streets related grant applications. Applicants with a Complete Streets related grant application must submit a request to receive the local match waiver. Complete Streets related activities include, but are not limited to, the following activities:

- Adoption of Complete Streets standards or policies
- Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street
- Development of transportation plans that:

- Create a network of active transportation facilities, including sidewalks, bikeways, or pedestrian and bicycle trails, to connect neighborhoods with destinations such as workplaces, schools, residences, businesses, recreation areas, healthcare and childcare services, or other community activity centers
- Integrate active transportation facilities with public transportation service or improve access to public transportation
- Create multiuse active transportation infrastructure facilities (including bikeways or pedestrian and bicycle trails) that make connections within or between communities
- Increase public transportation ridership
- Improve the safety of bicyclists and pedestrians
- Regional and megaregional planning (i.e., multi-jurisdictional transportation planning that extends beyond MPO and/or State boundaries) that address travel demand and capacity constraints through alternatives to new highway capacity, including through intercity passenger rail
- Development of transportation plans and policies that support transit-oriented development

5.4 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Comprehensive Multimodal Corridor Plans
- Corridor performance/preservation studies
- Corridor enhancement studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities that result in sustainable transportation investments
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs
- Planning for sustainable freight
- Planning for transportation safety
- Transportation planning for special events
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies
- Studies that evaluate accessibility and connectivity of the multimodal transportation network

- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Integration of transportation and environmental planning
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide and regional transit planning surveys and research
- Identification of policies, strategies, and programs to manage transit assets, preserve transit facilities, and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multimodal transportation network
- Transit technical planning studies and operational analyses to optimize system performance
- Studies or plans that evaluate rail or multimodal connectivity
- Studies or plans that evaluate bike and pedestrian connections to transit
- Short- and long-range Transit plans
- Station area planning
- Complete Streets plans or multimodal transportation plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Transit planning for zero emission bus fleets
- Integration of transit, new emerging technologies, and shared mobility services
- Strategies to increase transit ridership
- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development

5.5 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent conceptual drawings and design

- Equipment (as defined in 2 CFR Part 200.33)⁷ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436⁸ provides the criteria for depreciation, at the GovInfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
 - Requests to enhance public participation beyond the currently eligible costs for light refreshments will need justification regarding the cost benefit of the anticipated increase in public participation and must be submitted to Caltrans, and FHWA, when applicable, for consideration and approval, on a case-by-case basis.
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation

⁷ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33>

⁸ Govinfo, 2 Code of Federal Regulations, Part 200.436, 2022, <https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436>

- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

5.6 Tips for Successful Strategic Partnerships Grant Applications

Criteria for Successful Strategic Partnerships Grant Applications

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Refer to Appendix A, *Multimodal System Planning*, for guidance documents in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

Project Summary

- Concisely describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule:** Refer to the Cost and Schedule Checklist in Appendix B.

6. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

6.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

Caltrans may contact grantees to participate in peer exchange forums to promote information sharing and best practices.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

6.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as “third party contracts.” An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used. An on-call shortlist may be used for consultant procurement if the on-call shortlist was established through a competitive process. Additionally, the consultant services solicited via the on-call shortlist must be consistent with the services sought in the initial request for proposals used to establish the on-call shortlist. Agencies may not use another agency’s on-call shortlist unless they are a grantee’s sub-applicant.

Grantees may use their agency’s procurement procedures if they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant’s Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,⁹

⁹ California State Contracting Manual Volume 1, Chapter 5, 2023, <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

the Local Assistance Procedures Manual, Chapter 10,¹⁰ and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained, and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

6.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October – December	January – March	April – June

For MPOs and RTPAs, the progress and expenditure of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

6.4 Integrated Climate Adaptation and Resiliency Program (ICARP) Case Studies

Caltrans and the Governor's Office of Planning and Research are sharing the lessons learned from this grant opportunity to inform other existing or new State grant programs. To this end, Climate Adaptation Planning primary grant recipients will prepare a final case study/write-up upon grant completion to be included in the ICARP Clearinghouse (described in Appendix A., Pages 70-71), which was developed to share information, resources, and case studies with local and regional jurisdictions. Previous case studies can be found on the ICARP Case Study website¹¹. These case studies will be used to develop guidance for adaptation work in the future. Caltrans will share progress reports with the ICARP Technical Advisory Council at regular intervals.

Climate Adaptation Planning grant recipients are also invited and encouraged to request technical assistance support from the ICARP program, including bringing key challenges or lessons learned to the Technical Advisory Council for their input. Caltrans staff will provide ICARP contact information upon request.

Final Case Study Requirements:

- Include images and GIS files of maps, when applicable

¹⁰ Caltrans Local Assistance Procedures Manual, Chapter 10, 2024, <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

¹¹ ICARP Case Study website: <https://resilientca.org/case-studies/>

- Emphasize processes or results that can be adapted or replicated for use in multiple jurisdictions or in various parts of the state
- Document the under-resourced community's involvement throughout the entire process of the proposed project and tools used to capture this information

6.5 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to \$700,000, Strategic Partnerships grants are up to \$500,000 and Climate Adaptation Planning grants are up to \$3,000,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200.

The accounting system must have the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g.: labor, consulting, pass-thru, or other)
- Internal controls to maintain integrity of financial management system
- Ability to account and record costs consistently and to ensure costs billed are in compliance with 2 CFR Part 200
- Ability to ensure costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and State and federal requirements

The types of records that are used to support the existence of these attributes include the following:

- Subsidiary general ledgers
- Chart of accounts
- Time keeping records
- General ledger and job costing ledgers
- Audited financial statements
- Accounting policy and procedure manuals specific to the agency
- Documents supporting actual costs (e.g. invoices, canceled checks)

It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All tasks require a grant amount and local match, except for the administrative tasks – Task 01 and Task 02, where both a grant amount and local match are optional. The local match is a financial requirement that demonstrates the grantee/local agency is vested in the project.

Because the local match is part of the total project cost, the local match can only fund eligible grant activities. Therefore, grant recipients must fund ineligible activities with funds other than the local match.

The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Beginning with FY 2021-22, grantees can provide a tapered local match, which allows grantees to vary the required local match ratio for each task and with every Request for Reimbursement. Applicants must identify if they will utilize the tapered match on the Cost and Schedule. Grantees agree to satisfy the total local match amount by the grant expiration date.

Local Match Sources

- **Sustainable Communities Competitive and Technical**

Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

Local match is not required for Native American Tribal Governments.

- **Sustainable Communities Formula**

Federal toll credits are an ineligible match source; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with federal Consolidated Planning Grant (CPG) funds (i.e., FHWA PL or FTA Section 5303), the work must all be eligible. However, federal approval is required as CPG objectives may differ and must be aligned with Sustainable Communities Formula specific objectives and 23 CFR Part 450 requirements.¹²

- **Climate Adaptation Planning**

Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

Local match is not required for Native American Tribal Governments.

- **Strategic Partnerships and Strategic Partnerships – Transit**

Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with Sustainable Communities

¹² Title 23, Code of Federal Regulations, Part 450,

<https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/pdf/CFR-2004-title23-vol1-part450.pdf>

Formula funds, the objectives for each grant must be in alignment. Caltrans approval is required.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Sub-applicant staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of third-party in-kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services. It must be submitted to Caltrans for approval only if the grant application is awarded. The Third-Party In-Kind Valuation Plan Checklist and Template can be found in Appendix B.

In addition:

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

Minimum Local Match Requirements

Applicants/grantees will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the following table illustrates the minimum local match requirement based on a

grant request of \$300,000. Applicants must use the Local Match Calculator¹³ to ensure the correct amounts are reflected on the Grant Application Cover Sheet and the Cost and Schedule.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships –Transit	88.53% Example: \$300,000	11.47%* Example: \$38,868	100% Example: \$338,868
Strategic Partnerships	80% Example: \$300,000	20% Example: \$75,000	100% Example: \$375,000

*Climate Adaptation Planning local match is not required for Native American Tribal Governments.

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective. Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity then they are considered direct costs.

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to Caltrans. Submissions should be sent to Caltrans Internal Audits Office (CIAO) or Independent Office of Audits and Investigations (IOAI).

CIAO is responsible for the review and approval of government entities and non-profits ICAP submissions.

IOAI is responsible for the review and approval of for profit (Consultant) ICAP submissions. Consultants submit their ICAPs only when they are initially included in the contract and not on an annual basis.

An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate on the Cost and Schedule.

¹³ Local Match Calculator posted on-line at (will download as MS Excel spreadsheet):
<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants>

after the grantee has received ICAP/ICRP approval from CIAO. For guidance on the ICAP/ICRP submission process, visit Caltrans Internal Audit Office¹⁴ and the Caltrans LAPM Chapter 5 Accounting/ Invoicing.¹⁵

Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate
- Safe Harbor Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)¹⁶ that became effective November 12, 2020.

Applications must include the estimated indirect cost rate on the Cost and Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost and Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees). Any request for reimbursement that exceeds the State rates will be denied. The grantee is responsible for paying beyond the State rates and cannot use the local match because it is an ineligible activity.

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website.¹⁷

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- Refer to Chapter 9.2 to determine final RFR dates

¹⁴ Caltrans Internal Audits Office, ICAP/ICRP Submission Process, 2022, <https://dot.ca.gov/programs/audits/submission-review-main>

¹⁵ Caltrans Local Assistance Procedures Manual Chapter 5, 2020, <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>

¹⁶ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020, https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8

¹⁷ Caltrans Travel Guide, 2020, <https://dot.ca.gov/programs/accounting/travel-guide>

- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
 - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
 - A financial management system report that segregates direct/indirect costs by fund source.
 - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.
- Grantees must pay final consultant invoices by the final invoice due date to be eligible for reimbursement when submitting a final RFR.

6.6 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Interpretation and translation services should also be provided when appropriate. Compliance reflects not only the law but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website¹⁸ for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1. For details about DBE requirements, visit the Office of Civil Rights website.¹⁹

6.7 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.²⁰

¹⁸ Caltrans, Title IV of the Civil Rights Act of 1964, 2020, <https://dot.ca.gov/programs/civil-rights/title-vi>

¹⁹ Caltrans, Office of Civil Rights, Disadvantaged Business Enterprise Website: <https://dot.ca.gov/programs/civil-rights/dbe>

²⁰ State of California Accessibility Website: <https://www.ca.gov/accessibility/>

California Department of Rehabilitation Accessibility Website: <https://www.dor.ca.gov/Home/Accessibility>

MS Office Support Video: <https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660cba-1fcd-45ad-a9d1-c4f4b5eb5b7d>

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Applicants should thoughtfully develop the project title. Once a Caltrans grant agreement is executed, changes to the original grant project title are not allowed. Grantees may use an "Also Known As" (AKA), but both the AKA and the original title must be included in the final product.

Grantees must submit their final product with the final RFR to Caltrans for approval and reimbursement. Grantees will not be reimbursed for activities that are not completed, and the activity budget must be left unexpended.

6.8 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

6.9 California Public Records Act

All applications are subject to the California Public Records Act of 1968²¹. As such, applicants may be contacted by anyone who requests their grant application. While Caltrans is obligated to share applications at any time, awarded applicants should avoid a potential conflict of interest when contacted by consultants who may inquire about the grant-funded project and not give the consultant an unfair advantage for the consultant procurement process.

²¹ Leg info, California Government Code, Sections 6250 - 6270.7, https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.

7. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

7.1 Applicant Eligibility

Primary applicants must have statutory authority to conduct transportation/transit planning for their jurisdiction. Generally, the local and regional agencies have this specific authority. Native American Tribal Governments must be federally recognized to be eligible. Refer to the public entity's bylaws to find this information.

7.2 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP SCS/APS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Application Guide Technical Assistance	Contacts
Sustainable Communities and Strategic Partnerships	Kevin Mariant, Grant Management Branch Chief Caltrans Division of Transportation Planning Office of Regional and Community Planning Email: Kevin.Mariant@dot.ca.gov
Climate Adaptation Planning	Julia Biggar, Climate Change Branch Chief Caltrans Division of Transportation Planning Office of Air Quality and Climate Change Email: Julia.Biggar@dot.ca.gov
Questions about Housing Element Compliance for Sustainable Communities Competitive and Technical	Paul McDougall Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

7.3 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at:

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants>

- All grant application packages are required to be submitted via Smartsheet
- Smartsheet features work better with Google Chrome browser
- Smartsheet progress cannot be saved. To avoid issues, follow these instructions:
 1. Complete the Application Cover Sheet in MS Word
 2. Copy and paste the Application Cover Sheet fields into the Smartsheet form
 3. Have the PDF attachment ready to upload into the Smartsheet form
- An agency may only submit one application package per Smartsheet submittal.
- An application cannot be submitted to more than one grant category.
- The required items outlined on the Grant Application Checklist in Appendix B must be submitted as a single PDF document (not to exceed 25MB); if awarded, original formats will be requested.
- All application documents must list the applicant's legal name.
- A confirmation of receipt can be sent via Smartsheet if the applicant checks the box to receive a copy of the submittal.

Submit applications via **Smartsheet Form** January 22, 2025

Hard copies will not be accepted, and late applications will not be reviewed.

Caltrans anticipated award announcements: **Summer 2025**

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D, *Caltrans District Contact List*, for contact information.

Download the latest version of [Adobe Reader DC ®](#) to complete the application form. This version of Adobe is available free of charge.

7.4 Application Supplemental Documentation

The following documents **are not required, but enhance the overall application and typically result** in a more competitive application during the evaluation process:

Letters of Support

If submitted, letters of support must be included with the application package. Letters received late or separate from the application package will not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, regional governments, Native American Tribal Governments, service agencies, and elected officials.

Graphics

Clearly labeled photographs, maps, planning diagrams, land use or design illustrations, or other relevant graphic representations of the proposed project area convey existing conditions and help to further explain the need for the grant and the priority of the proposed planning project with respect to community need. Please ensure that graphics include a text description to provide context.

Safety Data

Statistical data such as pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, or other road conditions that contribute to possible injuries. This information may be obtained from police reports, transit agencies, National Highway Traffic Administration, or the Governor's Highway Safety Association.

Travel Mode Data

Data on mode share, commute patterns, accessibility for low-income and under-resourced populations, access to job centers, or other data to show the need and potential for mode shift to non-auto transportation modes.

Other Data

As applicable, to indicate the need and potential for reducing VMT and GHG, where available.

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

- Letters of Support
- Graphics
- Safety Data
- Travel Mode Data
- Other Data

8. APPLICATION REVIEW PROCESS

8.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, the Federal Highway Administration, the Federal Transit Administration, the California Department of Housing and Community Development, the California Department of Public Health, the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

8.2 Application Evaluation/Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost and Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

8.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones

Caltrans Sustainable Transportation Planning Grant Program

- Untimely invoice submittals
- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required State and federal planning requirements including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include denial of extenuating circumstance time extension requests and termination of the grant.

9. APPLICATION AWARD PROCESS

9.1 Award and Non-Award

Successful grant applicants will receive an award letter via email. A list of awarded and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants>

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost and Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ provides the Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

9.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2025-26. The project start date depends on the method of contracting with Caltrans.

MPOs and RTPAs

All MPOs/RTPAs with a current Master Fund Transfer Agreement (MFTA) must have the entire grant award and local match programmed in the FY 2025-26 OWP within 90-days of receiving the signed FY 2024-25 reconciliation letter. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs/RTPAs should include a place-holder Work Element in the Draft FY 2025-26 OWP and satisfy specific grant conditions before the first FY 2025-26 OWP amendment. MPO/RTPAs can anticipate starting their projects in November 2025, after the OWP amendment is processed and Caltrans issues a formal Notice to Proceed.

Non-MPOs/RTPAs

Grantees that do not have a current MFTA with ORCP (i.e., cities, counties, transit agencies, Native American Tribal Governments), Caltrans will contract directly with the primary grantees through the Restricted Grant Agreement (RGA) process. For grantees that undergo the RGA contracting

process, work may begin as early as November 2025, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost and Schedule. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost and Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
November 2025	Anticipated start date
June 30, 2028	- Grant project end/expiration date - Reimbursable work must be completed - Grant extensions are only allowed for extenuating circumstances and may require a formal Overall Work Program (OWP) amendment
August 29, 2028	All Final Request for Reimbursements for must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the OWP Final Expenditure Report.
Restricted Grant Agreement Project Timeline (Non-MPO/RTPAs)	
November 2025	Anticipated start date
June 30, 2028	- Grant project end/expiration date - Reimbursable work must be completed - Grant extensions are only allowed for extenuating circumstances and require a formal amendment.
August 29, 2028	Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

- (1) **Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94. **Caltrans no longer requires tribes to provide a limited waiver of sovereign immunity with an RGA unless requested by a tribe.** The RGA boilerplate template for Native American Tribal Governments is available upon request.
- (2) **Partnering with a Regional Agency** – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA with a current MFTA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.²²

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

²² Federal Highway Administration, Office of Tribal Transportation , 2020
<https://flh.fhwa.dot.gov/programs/ftp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf>

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

Grant Program Considerations

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2050
- California Strategic Highway Safety Plan (SHSP) 2020-2024
- Modal Plans that Support the CTP
 - Interregional Transportation Strategic Plan
 - California Freight Mobility Plan
 - California State Rail Plan
 - California State Bicycle and Pedestrian Plan
 - Statewide Transit Strategic Plan
 - California Aviation System Plan
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Climate Adaptation Strategy
- Master Plan for Aging

Caltrans Strategic Plan

The purpose of the Strategic Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

<https://dot.ca.gov/-/media/dot-media/programs/risk-strategic-management/documents/sp-2020-16p-web-a11y.pdf>

California Transportation Plan 2050

The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation roadmap for positive change that:

- Provides a unifying and foundational policy framework for making effective, transparent, and transformational transportation decisions in California
- Addresses the varied transportation needs of urban, suburban, rural, and tribal communities
- Emphasizes implementation and identifies a timeline, roles, and responsibilities for each plan recommendation.

The CTP does not contain projects, but policies and strategies required to close the gap between what the RTPs aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf>

Strategic Highway Safety Plan

California's Strategic Highway Safety Plan (SHSP) is a statewide, comprehensive, data-driven effort to reduce fatalities and serious injuries on public roads. Started in 2005, the SHSP is updated regularly to ensure continued progress and meet changing safety needs. Currently, over 300 safety stakeholders from 80 public and private agencies and organizations work together to implement the plan under the direction of the SHSP Executive Leadership and a 13-member Steering Committee. The SHSP includes behavioral, infrastructure, and technology strategies addressing the "4Es" of safety: engineering, enforcement, education, and emergency services.

<https://dot.ca.gov/programs/safety-programs/shsp>

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (ITSP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The ITSP analyzes the entire interregional transportation system including highways and rail. While the ITSP informs the ITIP, the purpose of the plan is to be a guiding document for all investment in the interregional transportation system regardless of funding source.

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/corridor-and-system-planning>

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning>

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

<https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan>

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/f0020350-activeca-final-plan-2017-05-18-a11y.pdf>

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

<https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan>

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the State of California.

<https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan>

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of State funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

<https://dot.ca.gov/programs/civil-rights/title-vi>

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

<https://www.epa.gov/ejscreen>

Environmental Justice Agency Assessment 2020

The California Environmental Justice Alliance completed the fifth Environmental Justice Agency Assessment, the only one in the nation to formally examine how state agencies develop, implement, and monitor environmentally related policies that particularly impact low-income communities and communities of color. The assessments in this report are made in the spirit of holding state agencies and elected officials accountable to the public, and to provide guidance on how they can make their work more equitable.

<https://caleja.org/wp-content/uploads/2021/07/CEJA-Agency-Assessment-062021-FINAL-WEB.pdf>

Caltrans Transportation Equity Index (EQI)

The EQI is a spatial screening tool designed to identify transportation-based priority populations at the Census block level. The EQI integrates transportation and socioeconomic indicators into three screens. All screens reflect low-income status and tribal land status.

The EQI screens include:

- Transportation-Based Priority Populations: Communities that are most burdened by the transportation system and receive the fewest benefits.
- Traffic Exposure: Communities that are the most burdened through high exposure to traffic and crashes.
- Access to Destinations: Communities that have the greatest gaps in multimodal access to destinations.

<https://dot.ca.gov/programs/esta/race-equity/eqi>

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the State recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing GHG emissions in transportation, which account for more than 40 percent of all emissions, to reach the State's ambitious climate goals.

<https://calsta.ca.gov/-/media/calsta-media/documents/capti-july-2021-a11y.pdf>

California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the State's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the State's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources.

<https://www.climate resilience.ca.gov/>

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan and outlines five goals and twenty-three strategies to build a California for All Ages by 2030. It also includes a Data Dashboard for Aging to measure progress and a Local Playbook to drive partnerships that will assist in meeting the goals of the Master Plan.

<https://mpa.aging.ca.gov/>

Resources to Advance Grant Specific Objectives

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following resources are provided in this section:

- Multimodal System Planning
- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Under-Resourced Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use, and Transportation Planning
- Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals
- Climate Ready Transportation and Climate Adaptation Planning

Multimodal System Planning

The following guidance documents can be used in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.

Comprehensive Multimodal Corridor Plan Guidelines

The California Transportation Commission developed the Comprehensive Multimodal Corridor Plan Guidelines (plan guidelines) to provide guidance to eligible Solutions for Congested Corridors Program applicants regarding the statutory requirements for comprehensive corridor plans utilized by agencies to apply for funding through the Congested Corridors Program. Applicants proposing to develop a comprehensive corridor plan are encouraged to review the plan guidelines to ensure their application and final product would align with and compete well for the Solutions for Congested Corridors Program.

<https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program/comprehensive-multimodal-corridor-plan-guidelines>

Caltrans Corridor Planning Process Guide

The Caltrans Division of Transportation Planning prepared the Corridor Planning Process Guide (Guide) for use in preparing corridor planning documents. This Guide establishes a comprehensive planning approach through desired protocols and procedures to identify and implement multimodal transportation needs. It is neither intended as nor does it establish, a legal standard for these functions.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/corridor-planning-process-guide-april-2022-a11y.pdf>

Planning for Operations Strategic Work Plan

The Planning for Operations Strategic Work Plan is a statewide framework for multimodal system management planning, aims to identify the specific steps needed to implement multimodal system management planning at Caltrans and prioritize implementation actions.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/caltrans-p4ops-strategic-work-plan-2018-a11y.pdf>

Caltrans Climate Change Emphasis Area Guide for Corridor Planning

Consideration of climate change adaptation and mitigation must be included in the corridor planning process. This guidance was developed to describe how to address climate risk in the context of the Caltrans Corridor Planning Process Guide's 8 steps process.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/cc-ea-guide-for-corridor-planning-march2022-a11y.pdf>

Climate Adaptation Strategies for Transportation Infrastructure

This educational-only resource describes the types of hazards and/or threats represented by different climate stressors and lists the types of adaptation actions or strategies that could be considered to minimize climate change impacts.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/office-of-smart-mobility-and-climate-change/fy23-24-adaptation-strategies-transportation-infrastructure-05102024v2-a11y.pdf>

Active Transportation Emphasis Area Guidance

Active Transportation is one of several distinct emphasis areas to be considered in corridor plan analysis. Caltrans Active Transportation guidance has one goal – to provide corridor planners with a framework to assess and analyze the variety of Active Transportation issues that can be addressed in Corridor Plans. As the “Eight Step” process will be required to develop Corridor Plans, this Active Transportation Emphasis Area (EA) Guidance is based upon those eight steps.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/active-transportation-complete-streets/20220131active-transportation-emphasis-area-guidance-final-version-v7a11y.pdf>

Advance Transportation Related GHG Reduction Project Types/Strategies

CARB 2022 Scoping Plan, Appendix E

The California Air Resources Board (CARB) adopted the *2022 Scoping Plan for Achieving Carbon Neutrality*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The 2022 Scoping Plan (Appendix E, *Sustainable and Equitable Communities*) also includes information on the need for reducing VMT and outlines a list of potential additional strategies that the State and other responsible parties could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

CARB 2022 Scoping Plan (all updates and appendices):

<https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan/2022-scoping-plan-documents>

CARB 2022 Scoping Plan, Appendix E:

<https://ww2.arb.ca.gov/sites/default/files/2022-11/2022-sp-appendix-e-sustainable-and-equitable-communities.pdf>

For current CARB activities and future updates on Scoping Plan efforts, visit:

<https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan>

Senate Bill 375

The Sustainable Communities and Climate Protection Act (SB 375) was signed in 2008. It supports the State's climate goals by helping reduce GHG emissions through coordinated transportation, housing, and land use planning.

Under the Sustainable Communities Act, CARB sets regional targets for GHG emissions reductions from passenger vehicle use. CARB set targets for 2020 and 2035 for each of the 18 MPO regions.

Each of the MPO regions must prepare an SCS/APS, as an integral part of its RTP, that contains land use, housing, and transportation strategies that, if implemented, would allow the region to meet CARB's targets. Once the SCS/APS is adopted by the MPO, CARB must review the adopted SCS/APS to accept or reject the MPO's determination that the SCS/APS, if implemented, would meet the targets.

Sustainable Communities grant applicants, where applicable, should explore their regions SCS/APS, and apply them, as appropriate, to proposed planning projects.

CARB SCS/APS Evaluations: <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plans-evaluations>

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of GHG emissions." As such, automobile delay or traffic congestion, as measured in level of service, is not considered a significant environmental effect under the California Environmental Quality Act (CEQA). Changes to the CEQA Guidelines were certified in December 2018 and established Vehicle Miles Traveled (VMT) as the most appropriate measure of transportation-related environmental impact. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel, or the change in VMT attributable to a project. Since July 1, 2020, statewide implementation of VMT analysis in CEQA documents is required.

Applicants who wish to pursue model improvements or develop VMT Mitigation Programs using Sustainable Communities Competitive Technical or Formula grants are encouraged to review available materials relating to forecasting induced travel or strategies to mitigate and reduce VMT, including those found on the Caltrans SB 743 implementation website. Refer to the Caltrans

Transportation Analysis Framework, the Caltrans Transportation Analysis Under CEQA, and other resources linked on the website for more information.

Example project types include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies
- VMT-reducing strategies and programs intended to mitigate for induced travel impacts

SB 743: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation Resources: <https://dot.ca.gov/programs/esta/sb-743/resources>

Addressing the Needs of Under-Resourced Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in under-resourced communities. Supporting planning projects that benefit a under-resourced community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit under-resourced communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the state that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas). In sum, acceptable under-resourced communities definitions include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined under-resourced communities
- At or below 80% Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of an under-resourced community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The following tools, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of under-resourced communities and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

Regionally and/or Locally Defined Under-Resourced Communities

Regionally and/or locally defined under-resourced communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest a minimum of twenty-five percent in under-resourced communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

- (1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.
- (2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals (FRMP) Data

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRMP data are collected annually and can also be used to assist Sustainable Communities applicants to define their under-resourced community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low-income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

FRMP data files: <https://www.cde.ca.gov/ds/sd/sd/files.asp>

SB 99: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

CalEnviroScreen Version 4.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>

California Healthy Places Index (HPI)

HPI is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide.

Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions. HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates “decision support layers” that can be overlaid to show additional indicators such as the California Department of Public Health’s (CDPH) climate change and health vulnerability indicators (see Appendix A, *Public Health Resources*, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



<https://healthyplacesindex.org/>

Understanding the HPI Score

HPI includes a composite score for each Census tract in the state. The higher the score, the healthier the community conditions. Each Census tract’s score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is under-resourced for purposes of qualifying for the minimum threshold of 50 percent for under-resourced communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. See the following table for HPI examples.

These HPI tools can be accessed at:

Live Map: <https://map.healthyplacesindex.org/>

HPI Learning Center: <https://www.healthyplacesindex.org/learning-center>

HPI Examples		
Indicator	HDI Percentile	How will the project improve this health challenge?
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit <https://healthyplacesindex.org/>.

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

<https://caleja.org/2017/09/sb-1000-toolkit-release/>

Governor's Office of Planning and Research (OPR) General Plan Guidelines Senate Bill 1000 Technical Advisory

The OPR General Plan Guidelines for Senate Bill 1000 provides guidance for determining whether an Environmental Justice element or equivalent is required in a local jurisdiction, including identifying the location of disadvantaged communities (as defined in Gov. Code, § 65302,

subdivision (h)(4)(A))²³ as well as the nature of their environmental burdens, health risks, and needs. It also provides guidance for community engagement when addressing Environmental Justice disadvantaged communities; and goals, policies, and programs that address the unique and compounded health risks in disadvantaged communities and prioritize improvements and programs that meet the needs of disadvantaged communities.

https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

Grant applicants are encouraged to reference the *2024 RTP Guidelines, Appendices E and G*, for best practices in addressing displacement of low income and under-resourced communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

https://sgc.ca.gov/meetings/council/2022/docs/20220428-Item5a_TCC_Guidelines_Round%204_Technical%20Amendment_Clean.pdf

Implementing Senate Bill 350 (De Leon, Chapter 547, Statutes of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes the State priority to reduce GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in under-resourced communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and under-resourced communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and under-resourced communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

²³

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=5.

SB 350: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

<https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document>

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from "persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge of or expertise in public health." To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and under-resourced communities' transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on "CCHViz", CDPH's interactive data visualization platform: <https://discovery.cdph.ca.gov/ohe/CCHViz/>. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH CHPRs are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, State-sponsored research and plans.

<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>

CDPH Healthy Communities Data and Indicators Project (HCI)

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., "aspirational goals", such as "Safe, sustainable, and affordable transportation options" or "Access to affordable and safe opportunities for physical activity") of a healthy community through all stages of life, clustered in five broad categories (i.e., "domains", such as "Meets the Basic Needs of All" or "Quality and Sustainability of Environment"). HCI data indicators, narratives, and visualizations are found here.

<https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx>

Integrated Transport and Health Impact Model (ITHIM)

The California version of ITHIM is a planning tool that answers the question of "How much benefit or harm to human health can we expect by changing the mix of active and motorized travel across a county, region, or the entire State of California?" ITHIM contrasts one travel pattern that serves as a reference with an alternative that has a different profile of fine particulate air pollution from vehicle exhaust, physical activity from walking and cycling, and injuries from traffic collisions. ITHIM calculates the change in deaths, years of life shortening and disability, and costs due to these changes in air pollution, physical activity, and traffic injuries. Grant applicants are encouraged to reference and utilize ITHIM to assess the health impacts their projects and programs.

<https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/>

Health In All Policies (HiAP) Approach

The HiAP initiative is a collaborative approach designed to improve the health of Californians by incorporating health, equity, and sustainability considerations into policymaking across sectors. The approach recognizes that chronic illness, climate change, health inequities, and increasing health care costs are interrelated and influenced by policies, programs, and investments across sectors. The initiative provides access to tools, resources and journal articles highlighting Health in All Policies approaches, techniques, and concepts from California and beyond.

<https://www.cdph.ca.gov/Programs/OHE/Pages/HiAP.aspx>

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from under-resourced and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Refer to the following case studies that meaningfully demonstrate the expectations of equitable community engagement:
 - The community driven Carsharing and Mobility Hubs in Affordable Housing Pilots²⁴ offer a strong example of equitable community engagement. The equity-based project incorporated community input from start to finish through community partnership building.
 - The Mobility Equity Framework²⁵ should be used to assess and compare multimodal transportation options and centers community needs and shifts decision making power to the public. For successful implementation examples, refer to: (1) California Air Resources Board (CARB) Clean Mobility Options Program²⁶, (2) City of Portland, Oregon, Pricing Options for Equitable Mobility Project²⁷, and North Carolina's Transit Equity Campaign²⁸.
- Refer to Greenlining Institute's Six Standards for Equitable Investment²⁹ to implement qualitative measures of equity. These standards feature a list of approaches, ranging from the minimum to transformative approach, depending on how much time, resources, and effort are generally required because equity approaches differ in each community context and conditions.
- Refer to Greenlining Institute's Making Equity Real in Mobility³⁰, a toolkit of clear strategies and best practices to put equity in action
- Clarify the type of engagement will be utilized, as seen in the Public Participation Spectrum³¹. Agencies and communities need to understand where engagement level falls from the "inform" to "empower" model.
- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.
- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.

²⁴ Carsharing and Mobility Hubs in Affordable Housing Pilots:

<https://greenlining.org/publications/reports/2021/clean-mobility-transportation-equity-report/>

²⁵ Mobility Equity Framework: <https://greenlining.org/publications/2018/mobility-equity-framework/>

²⁶ CARB Clean Mobility Options Program: <https://cleanmobilityoptions.org/about/>

²⁷ Portland, Oregon, Pricing Options for Equitable Mobility Project:

<https://www.portland.gov/transportation/planning/pricing-options-equitable-mobility-poem>

²⁸ North Carolina Transit Equity Campaign: <https://bikedurham.org/transit>

²⁹ Greenlining Institute's Six Standards for Equitable Investment: <https://greenlining.org/wp-content/uploads/2021/03/Clean-Mobility-Equity-A-Playbook-Greenlining-Report-2021.pdf>

³⁰ Greenlining Institute's Making Equity Real in Mobility: https://greenlining.org/wp-content/uploads/2019/08/Toolkit_Making-Equity-Real-in-Mobility-Pilot-Projects_Final-1.pdf

³¹ Public Participation Spectrum:

<https://sustainingcommunity.wordpress.com/2017/02/14/spectrum-of-public-participation/>

- Involve local health departments which can assist in reaching community-based organizations and under-resourced and vulnerable community members.
- Collaborate with under-resourced, vulnerable, and tribal communities to design and implement programs, plans and policies. Robust engagement of under-resourced and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principal languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, under-resourced communities, and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).
- Have material available in multiple languages when requested. Have translator available during workshops, public meetings, and events.

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

Additional Public Engagement Best Practices and Strategies

Applicants will need to consider how to conduct public outreach and engagement that allows for both in-person and virtual options. Below are some resources to help applicants evaluate and develop the best strategy for public engagement.

- **Caltrans Planning Horizons, “Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices.”:** Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

<https://youtu.be/85t9ibR2U7Q>

- **The Great Pivot - Public Engagement in the Wake of COVID-19:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies for public outreach, including diverse and under-resourced communities, during the COVID-19 pandemic.

<https://youtu.be/k2dPVqhlwvc>

- **Digital Environmental Engagement Resource Catalogue:** The California Natural Resources Agency and the California Environmental Protection Agency developed a resource catalogue of online sessions on community engagement and equity. This resource catalogue comes from the "Online Environmental Engagement: Building Our Skills Together" conference. From June 2nd to 4th 2020, forty-nine panelists and approximately 1,500 registrants from California and across the nation gathered together online to discuss their successes, challenges and practical tips for online environmental engagement.

<https://resources.ca.gov/Outreach/Digital-Environmental-Engagement-Resource-Catalogue>

- **Tips and Tools to Engage Your Community in a Digital Environment:** Ensuring inclusive public participation is more challenging than ever because of physical distancing requirements, the digital divide, language access challenges and technology learning curves. With those challenges in mind, ILG offered a helpful webinar in July 2020, that featured innovative strategies for using high-tech and low-tech virtual platforms to engage residents on a variety of topics without meeting face-to face.

<https://www.ca-ilg.org/digitalengagement>

- **Broadening Participation Using Online Engagement Tools:** This document provides examples and guidance to local governments interested in enhancing public participation outcomes with online engagement tools.

https://www.ca-ilg.org/sites/main/files/file-attachments/broadening_participation_via_online_tools_final_draft_1.pdf

- **The Guide to Remote Community Engagement:** A collection of resources designed to support cities that wish to create and maintain strong, institutionalized practices of community engagement during periods of remote working and in an increasingly digital world. Refer to the article, *5 Methods for Non-Internet Based Remote Community Engagement*, for ideas on how to supplement traditional online public engagement efforts to be inclusive of residents lacking high-speed broadband internet access.

<https://medium.com/the-guide-to-remote-community-engagement>

- **Virtual Public Involvement:** The U.S. Department of Transportation, Federal Highway Administration, developed this innovation spotlight to provide an overview of virtual public involvement tools that enhance and broaden the reach of public engagement efforts by making participation more convenient, affordable, and enjoyable for greater numbers of people.

https://www.fhwa.dot.gov/planning/public_involvement/vpi/

- **Designing Parks Using Community-Based Planning:** This document inspires meaningful community engagement for future public projects. It shares methods learned through California's Statewide Park Development and Community Revitalization Program. These methods have been proven effective in urban, rural, and suburban settings.

https://www.parksforcalifornia.org/planning_guide

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs, services, and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

Housing Element Compliance

To support planning for housing California's growing population, the Department of Housing and Community Development (HCD) reviews each local government's housing element of its general plan.

- The housing element must plan to meet the local government's existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce vehicle miles traveled. For example, strategies could include the promotion of affordable higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks>
- Adopted housing element requirements, see the "Housing Element Process" section at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements>
- A local government's housing element compliance, see <https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-review-and-compliance-report>
- Annual Progress Reports, see <https://www.hcd.ca.gov/planning-and-community-development/annual-progress-reports>

Prohousing Designation Program

The State 2019-20 Budget Act, Assembly Bill 101 enacted the Prohousing Designation Program (Program), which enables HCD to designate local jurisdictions as Prohousing when they demonstrate policies and planning that accelerate the production of housing. To receive the Prohousing Designation, local jurisdictions must meet basic threshold requirements related to compliance with the Housing Element Law and other State housing laws and demonstrate actions worth at least 30 points spread across each of four categories of Prohousing policies: favorable zoning and land use, acceleration of housing production timeframes, reduction of construction and development costs, and providing financial subsidies. The benefit to local jurisdictions receiving the Prohousing Designation includes being given an advantage such as priority processing or additional points when applying for several competitive funding programs, including:

- Affordable Housing and Sustainable Communities
- Infill Infrastructure Grant
- Transformative Climate Communities
- Transit and Intercity Rail Capital Program

VMT reducing policies and the Prohousing Enhancement Factors below help indicate that a project is within a jurisdiction supporting integrated housing, land use, and transportation planning. These policies show that a jurisdictions further supports State housing priorities in promoting affordable housing, reducing development barriers, and reducing vehicle miles travelled.

Prohousing Enhancement Factors include policies that:

- Represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Promote development consistent with the State planning priorities pursuant to Government Code section 65041.1.
- Go beyond State law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

VTM reducing policies may include projects located in jurisdictions that are/have:

- Permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single-family residential zones.
- With density bonus programs which exceed statutory requirements by 10 percent or more.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of State Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under category (ii) above.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).
- Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.
- Modifying development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (ii) above.
- Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower-Income allocation in the current housing element cycle.
- Priority permit processing or reduced plan check times for Accessory Dwelling Units (ADUs)/Junior Accessory Dwelling Units (JADUs), multifamily housing, or homes affordable to Lower- or Moderate-Income households.
- Adopted ordinances or implemented other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.
- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or

protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.

- Established pre-approved or prototype plans for missing middle housing types (e.g., triplexes and fourplexes) in low-density, single-family residential areas.
- Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, section 65457; Cal Code Regs., tit. 14, sections 15303, 15332; Pub. Resources Code, sections 21094.5, 21099, 21155.2, 21159.28).
- Policies that represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Policies that promote development consistent with the State planning priorities pursuant to Government Code section 65041.1.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

For more information on the Prohousing Designation Program, email HCD at ProhousingPolicies@hcd.ca.gov or visit the following HCD websites:

Program Website

<https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program>

Prohousing Designation Application Status List

<https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/Prohousing-Public-Application-Tracker.xlsx>

Prohousing Designation Program FAQs

hcd.ca.gov/community-development/prohousing/docs/ProhousingFAQ.pdf

Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers State goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

SB 1: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1

2024 RTP Guidelines (Appendix E, Page 228; Appendix G, Page 260)

The California Transportation Commission adopted the 2024 RTP Guidelines for RTPAs and 2024 RTP Guidelines for MPOs which includes Appendix E – Promoting Health and Health Equity in MPO RTPs and Appendix G – Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the state.

<https://catc.ca.gov/-/media/ctc-media/documents/programs/transportation-planning/adopted-2024-rtp-guidelines-for-mpos.pdf>

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS/APS efforts. Successful applications must be compatible with an existing adopted SCS/APS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS/APS efforts. The SCS/APS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the state.

Although most rural areas of the state are not subject to SB 375 SCS/APS requirements, Caltrans still promotes the development of sustainable communities in these areas of the state and efforts to match GHG reduction targets and other goals embodied in SCS/APSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

<https://ww2.arb.ca.gov/our-work/topics/sustainable-communities>

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

In recognition that walking, biking, transit, and passenger rail are integral to our vision of delivering a brighter future for all through a world-class transportation network, Caltrans also supports Complete Streets and the Smart Mobility Framework (SMF). In locations with current and/or future pedestrian, bicycle, or transit needs, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of Complete Streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/complete-streets>

Smart Mobility Framework

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets/smart-mobility-framework>

Climate Ready Transportation and Climate Adaptation Planning

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019, to redouble the State's "efforts to reduce GHG emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable, and more inclusive economy, including:

- Reducing GHG emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent

- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over \$5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and GHG emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

<https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf>

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies (Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency across California. Caltrans is coordinating with ICARP staff on the OPR Climate Adaptation Planning Grant Program.

ICARP Website: <https://opr.ca.gov/climate/icarp/>

SB 246: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Adaptation Planning Grants: <https://www.opr.ca.gov/climate/icarp/grants/adaptation-planning-grant.html>

California Adaptation Clearinghouse

The Adaptation Clearinghouse serves as a centralized source of information that provides the resources necessary to guide decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency to climate change in California.

<https://resilientca.org/>

ResilientCA Adaptation Planning Map (RAP-Map)

ICARP – supported through the Governor's Office of Planning & Research – contains a statewide inventory of local government adaptation and resiliency planning efforts. It is an open data tool, to inventory local government climate risk, adaptation, and resiliency planning efforts across the state and track progress towards statewide adaptation planning goals.

<https://resilientca.org/rap-map/>

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

The Governor's Office of Planning and Research, with input from the ICARP Technical Advisory Council, developed a resource guide for practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

<https://opr.ca.gov/climate/icarp/vulnerable-communities.html>

State Guidance for Adaptation Planning

2017 General Plan Guidelines, Safety Element (Ch. 4)

The General Plan Guidelines set out each statutory requirement in detail, provides OPR recommended policy language, and includes online links to city and county general plans that have adopted similar policies. The guidelines include information on how to consider climate change during general plan development/updates. In accordance with Senate Bill 379, general plans must address climate adaptation and resilience within the Safety element. Local governments are required to include a climate change vulnerability assessment, measures to address vulnerabilities, and a comprehensive hazard mitigation and emergency response strategy.

https://opr.ca.gov/docs/OPR_COMPLETE_7.31.17.pdf

California Climate Adaptation Planning Guide – local/regional agency guidance

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

<https://resilientca.org/apg/>

Planning and Investing for a Resilient California – State Agency guidance

Introduces a four-step process for building resilience and a set of resilient decision-making principles for state agencies when considering climate-informed infrastructure investments. These steps include identifying how climate change could affect a project or plan, conducting an analysis of climate risks, making a climate-informed decision, and tracking and monitoring progress.

https://www.opr.ca.gov/docs/20180313-Building_a_Resilient_CA.pdf

Ocean Protection Council Sea-Level Rise Guidance

The State of California Sea-Level Rise Guidance reflects advances in sea-level rise science and addresses the needs of state agencies and local governments as they incorporate sea-level rise into their planning, permitting, and investment decisions.

http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A_OPC_SLR_Guidance-rd3.pdf

California Coastal Commission Sea Level Rise Policy Guidance

This guide provides an overview of the best available science on sea level rise for California and recommended methodology for addressing sea level rise in Coastal Commission planning and regulatory actions.

https://documents.coastal.ca.gov/assets/slr/guidance/2018/0_Full_2018AdoptedSLRGuidanceUpdate.pdf

Coastal Adaptation Planning Guidance for Critical Infrastructure

This guidance from the California Coastal Commission addresses two main types of infrastructure – transportation and water – and presents six key considerations for successful adaptation planning. These considerations are accompanied by recommendations for stakeholders on how to plan effectively for the impacts of sea level rise on coastal infrastructure, a description of the regulatory framework that applies to adaptation planning for infrastructure.

https://documents.coastal.ca.gov/assets/slr/SLR%20Guidance_Critical%20Infrastructure_12.6.2021.pdf

Coastal Adaptation Planning Guidance and Environmental Justice Considerations

The Environmental Justice Policy is the Coastal Commission's framework for identifying and analyzing project impacts on under-resourced and disadvantaged communities. The policy is designed to achieve more meaningful engagement, equitable process, effective communication, and stronger coastal protection benefits for all Californians.

https://documents.coastal.ca.gov/assets/env-justice/CCC_EJ_Policy_FINAL.pdf

Coastal Adaptation Planning Guidance and Tribal Consultation

The Coastal Commission adopted a Tribal Consultation Policy, which is intended to guide outreach and collaboration. It also helps to inform permit applicants how the Commission will review coastal development permit applications to ensure adequate tribal consultation occurs.

<https://documents.coastal.ca.gov/assets/env-justice/tribal-consultation/CCC%20Tribal%20Consultation%20Policy%20Adopted%208.8.2018.pdf>

Climate Data Sources and Adaptation Plans

Cal-Adapt

Cal-Adapt is the repository for State-endorsed climate change projections, developed through the State's Climate Change Assessment efforts. Cal-Adapt offers free public access to peer-reviewed data that show climate change impacts on state infrastructure, communities, and natural resources. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

<https://cal-adapt.org/>

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. Agencies may have existing plans that include strategies or insight on potential approaches to implementing climate change considerations on the transportation network. CARB has created a webmap that can be used to identify plans created, GHG inventory information, GHG reduction targets, local strategies planned to meet these targets, and more. The second website provides a host of resources, including example Climate Action Plans and templates. This information can also be found on the Adaptation Clearinghouse.

<https://webmaps.arb.ca.gov/capmap/>
<http://www.ca-ilg.org/climate-action-plans>

Caltrans Vulnerability Assessments

To ensure the resiliency of the State Highway System, Caltrans conducted vulnerability assessments statewide. These Summary Reports and associated Technical Reports describe climate change effects in each of Caltrans' 12 districts.

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/air-quality-and-climate-change/2019-climate-change-vulnerability-assessments>.

Local Vulnerability Assessments

If local vulnerability assessments have been developed along a corridor, their data may be interwoven with Cal-Adapt data, Caltrans Climate Change Vulnerability Assessments, and/or other vulnerability information for more granular analysis of specific local areas, particularly those in more densely populated areas or with a high density of affected transportation assets. Many of these assessments and case studies can be found on the ICARP Case Studies and Examples search page (<https://resilientca.org>). Some transit and rail providers in California have also developed vulnerability assessments for their 21 networks as well, which may contain detailed analysis that could be useful.

Caltrans Climate Change Adaptation Strategy Report

Through this report, Caltrans is aiming to adopt a leadership role in the process of climate change adaptation through developing a "how to" guide for integrating climate change adaptation into agency activities and decision-making. This Adaptation Strategy Report initially outlines an overall "pathway" for adopting recommendations on how Caltrans should mainstream adaptation strategies throughout functional areas and develop an approach to coordinate with partner agencies. Recognizing the important role of transit and active transportation facilities and routes, this report will develop solutions for all modes of transportation. This report also has a section focused on the incorporation of climate change considerations into System Planning documents.

https://transplanning.onramp.dot.ca.gov/downloads/transplanning/files/suscommplan/Climate%20Adaptation%20Report_May_2020.pdf

Other Relevant Datasets for Climate Planning

Protecting Californians from Extreme Heat: A State Action Plan to Build Community Resilience

A plan that outlines a strategic and comprehensive set of state actions to address extreme heat.

<https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Climate-Resilience/2022-Final-Extreme-Heat-Action-Plan.pdf>

California Water Action Plan

A roadmap for the first five years of the State's journey toward sustainable water management.

http://resources.ca.gov/docs/california_water_action_plan/Final_California_Water_Action_Plan.pdf

CALFIRE Fire Hazard Severity Zones

CALFIRE has mapped areas of significant fire hazards based on fuels, terrain, weather, and other factors, forming wildfire severity zones. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high. This analysis can provide further understanding of wildfire risk at the potential project location.

<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

California Department of Conservation – Landslide Hazards

The California Landslide Inventory is an ongoing project to make the California Geological Survey landslide information publicly accessible.

http://www.conservation.ca.gov/cgs/geologic_hazards/landslides

State Wildlife Action Plan

The State Wildlife Action Plan includes conservation actions that respond to current and future challenges with objectives and goals that are specific, measurable, and time bound.

<https://www.wildlife.ca.gov/SWAP/Final>

CDFW Regional Conservation Investment Strategies

This program encourages a voluntary, non-regulatory regional planning process intended to result in higher-quality conservation outcomes and includes an advance mitigation tool. The Program uses a science-based approach to identify conservation and enhancement opportunities that, if implemented, will help California's declining and vulnerable species by protecting, creating, restoring, and reconnecting habitat and may contribute to species recovery and adaptation to climate change and resiliency.

<https://www.wildlife.ca.gov/conservation/planning/regional-conservation>

CDFW Natural Communities Conservation Plans

A Natural Communities Conservation Plan identifies and provides for the regional protection of plants, animals, and their habitats, while allowing compatible and appropriate economic activity.

<https://www.wildlife.ca.gov/conservation/planning/nccp>

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several state agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for state agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our state transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/strategic-freight-planning>

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Checklist, Cover Sheet, and Signature Page
- Application Narratives for Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships
- Scope of Work and Checklist
- Cost and Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via Smartsheet in one single PDF document, not to exceed 25 MB. The Signature Page may be submitted separately if there are issues combining with the single PDF document. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	Ensure these items are completed prior to submitting to Caltrans via Smartsheet
	Application Cover Sheet (complete in Smartsheet and submit with single PDF document)
	Signature Page (Electronic signatures accepted; may submit as a separate file if there are issues with combining with single PDF document)
	Application Narrative
	Scope of Work
	Cost and Schedule
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2025-26

Grant Category (select only one)			
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			
11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)			
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		Strategic Partnerships (MPOs & RTPAs only) Strategic Partnerships Transit (MPOs, RTPAs & Transit Agencies only)	
Sustainable Communities Competitive (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)	
Sustainable Communities Competitive Technical (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)	
Application Submittal Type (more than one may be selected)			
New	Prior Phases		Re-Submittal
New Application	Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.
			How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location					
Project Title					
Project Location (City)			Project Location (County)		
Funding Information					
1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator (posted online) ☐ Minimum Local Match ☐ Over-Match 2. What is the source of Local Match funds being used? (MPOs – Federal Toll Credits, PL, and FTA 5303 <u>cannot</u> be used to match Sustainable Communities Competitive or Adaptation Planning grants) ☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures ☐ Other, specify:					
Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$	\$	\$	\$		\$



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Max.)

Insert Application
Narrative:
1. Project Description

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Under-Resourced Community Definitions

If applicable to the project, what tools were used to identify the under resourced communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Under-Resourced Communities
- ☐ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index



PART C. CONTACT INFORMATION*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)			
Dept./Division			
Street Address			
City			
Zip Code			
Phone Number			
Executive Director Name			
Title			
Executive Director E-mail			
Financial Manager Name			
Title			
Financial Manager E-mail			
Contact Person Name			
Title			
Contact Phone Number			
Contact E-mail			

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:		
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2022 and 2023?		

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:			
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:			



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant. Letters received after the final application filing date will not be considered.

Name/Agency	Name/Agency



Sustainable Transportation Planning Grant Program

GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2025-26

Project Information

Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. Project Description (10 points) - Do not exceed the space provided (5 sentences maximum)

Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2B. Under-Resourced Communities Justification (5 points)

The tools in Grant Application Guide, Appendix A, are intended to help applicants define an under-resourced community.

- Explain how the project area or portions of the project area are defined as an under-resourced community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the under-resourced community
- Describe how under-resourced communities will benefit from the proposed planning project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

2C. Under-Resourced Communities Engagement (5 points)

See Grant Application Guide, Appendix A, for best practices in community engagement

- Describe how the proposed effort would engage under-resourced communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving under-resourced communities
- Describe how under-resourced communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Strategic Highway Safety Plan (SHSP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure (CAPTI)
- California Adaptation Strategy
- Master Plan for Aging



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.)
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (State Adaptation Strategy)
 - Goals and Best Practices cited in the 2024 RTP Guidelines, Appendices E and G
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3E. Grant Specific Objectives (5 points) • Explain how the proposal involves active community engagement • Describe the specific public outreach methods/events that will be employed throughout the project • Explain how public input will inform the project • Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort • Do not exceed the space provided
3F. Grant Specific Objectives (5 points) • Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2) ◦ Safety, Sustainability, Preservation, Accessibility, Innovation, Economy, Health, and Social Equity, as applicable • Do not exceed the space provided
3G. Grant Specific Objectives (5 points) • Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort • Do not exceed the space provided
4. Project Management (Total 30 points) See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning
4A. Scope of Work (15 points)
4B. Cost and Schedule (15 points)



Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION
NARRATIVE

PART H. APPLICATION NARRATIVE		FY 2025-26
Project Information		
Organization (Legal name)		
Project Title		
Project Area Boundaries		
Project Timeframe (Start and End Dates)		
Do not alter application format and font size 10		
Application Narrative		
1. Project Description (5 points) - Do not exceed the space provided (5 sentences maximum) Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, desired outcomes, parties involved, and alignment with relevant local, regional, and/or State planning efforts.		
2A. Project Justification (10 points) - Describe the problem or deficiencies the project is attempting to address, including the climate adaptation need and any other priority needs, as well as how the project will address the identified problems or deficiencies - Describe the impact of not funding the project - Describe the public benefits Do not exceed the space provided		
2B. Under-Resourced Communities Justification (7.5 points) The tools in the Grant Application Guide, Appendix A, are intended to help applicants define an under-resourced community. - Explain how the project area or portions of the project area benefit under-resourced communities, including Tribal, local, regional, and rural communities as applicable - Explain how the proposed project addresses the needs of the communities and how they will benefit from the proposed project, including if the communities informed the scope of the project - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool Do not exceed the space provided		



Sustainable Transportation Planning Grant Program

CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

2C. Under-Resourced Communities Engagement (7.5 points)

See Grant Application Guide, Appendix A, for best practices in community [engagement](#)

- Describe how the proposed project will engage under-resourced communities and how the effort was informed by engagement with under-resourced communities, including Tribal, local, regional, and rural communities as [applicable](#)
 - Include specific outreach methods for involving under-resourced [communities](#)
- Describe how under-resourced communities will continue to be engaged during the next phases after the proposed planning project is complete, including [implementation](#)
- Do not exceed the space provided

3. Grant Specific Objectives (Total 40 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Strategic Highway Safety Plan (SHSP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure (CAPTI)
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives; climate risk and adaptation (10 points)

- Explain how the project identifies and assesses climate change impact risks to multimodal transportation infrastructure vulnerabilities to climate change impacts in the project [area](#)
- Explain how the project will identify adaptation strategies and specific actions to remedy identified climate related vulnerabilities. Projects and plans should describe short-, medium-, and long-term strategies that will address the overall risk for the entire service life of the asset or capital project using the best available science and guidance.
- Articulate how the project will advance the planning of specific climate adaptation projects, such as developing a cost estimate, pursuing a technical feasibility study for adaptation options, or developing a conceptual design (up to 30%)
- When applicable, explain how the project includes economic analysis and/or cost-benefit analysis of identified adaptation strategy or [strategies](#)
- Do not exceed the space provided



Sustainable Transportation Planning Grant Program

CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

3B. Grant Specific Objectives; co-benefits (10 points)

- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas (GHG) emissions.
 - If reductions in GHG emissions are identified as a co-benefit, explain how the project advances transportation related GHG emission reductions specifically through different project types/strategies (e.g., mode shift, demand management, accessibility, etc.)
- Describe if and how nature-based solutions will be integrated into the proposed project
- Describe how adaptation needs of environmental resources in proximity to the transportation system such as coastal resources like tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs are considered in the proposed project (if applicable)
- **Do not exceed the space provided**

3C. Grant Specific Objectives; partnerships and stakeholder process (10 points)

- Explain how the project demonstrates on-going collaboration and partnerships between sectors and jurisdictions, and across levels of government at a regional scale
- Explain if the project also includes collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, federal, state, or local agencies, community-based organizations, and community residents
- Explain how the project includes a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any project identified or developed as part of the planning grant
- **Do not exceed the space provided**

3D. Grant Specific Objectives; alignment with other plans and State Goals (10 points)

- Explain how the project is consistent with priorities, goals, and actions of the California State Adaptation Strategy, follows State guidance on adaptation planning, and is consistent with any applicable local/regional resilience planning.
- Articulate if the project will identify ways to incorporate transportation-related climate adaptation needs into existing transportation plans, specifically how the project will lead to the identification and development of capital projects that can be programmed as part of local or regional plans
- Explain how the project is in alignment with or augments existing plans, including climate action/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Coastal Act/Certified Local Coastal Program plans
- Explain how the proposed project addresses public access and Complete Streets needs
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION
NARRATIVE

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

4A. Scope of Work (15 points)

4B. Cost and Schedule (15 points)



Sustainable Transportation Planning Grant Program

STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE		FY 2025-26
Project Information		
Organization (Legal name)		
Project Title		
Project Area Boundaries		
Project Timeframe (Start and End Dates)		
Do not alter application format and font size 10		
Application Narrative		
1. Project Description (10 points) - Do not exceed the space provided (5 sentences maximum) Briefly summarize the project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.		
2. Project Justification (30 points) - Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies - Describe the ramifications and impact of not funding this project - Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.) - Competitive applications support the need for the project with empirical data - Describe how this project addresses issues raised Do not exceed the space provided		



Sustainable Transportation Planning Grant Program

STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 20 points) Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable: • Caltrans Strategic Plan • California Transportation Plan (CTP) • Strategic Highway Safety Plan (SHSP) • Modal Plans that Support the CTP • Title VI and Environmental Justice • Climate Action Plan for Transportation Infrastructure (CAPTI) • California Adaptation Strategy • Master Plan for Aging
3A. Grant Specific Objectives (5 points) • List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 5.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.) • Do not exceed the space provided
3B. Grant Specific Objectives (5 points) • Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects) • Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project • Do not exceed the space provided
3C. Grant Specific Objectives (5 points) • Explain how the proposal strengthens government-to-government relationships • Outline the entities involved with the proposed project and how partnerships will be strengthened as a result • Do not exceed the space provided
3D. Grant Specific Objectives (5 points) • Explain how the proposal results in programmed system improvements • Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort • Do not exceed the space provided



Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

4. Project Management (Total 40 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, <https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

4A. Scope of Work (20 points)

4B. Cost and Schedule (20 points)

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2025-26 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Project Cost and Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-applicant(s) only</u> .
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and virtual), excluding technical projects
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	
Project Title	
Organization (Legal name)	

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

[Provide a detailed summary of the grant project. Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

Summary of Project Tasks

[Project Management activities must be identified within the task they are occur and not as standalone tasks.]

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Budget for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]

Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables

[List achievable deliverables for this Task]

Examples: Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables

[List achievable deliverables for this Task]

Examples: Summary of Existing Conditions

Task 2: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables

[List achievable deliverables for this Task]

Examples: Summary of Analysis

Task 3: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables

[List achievable deliverables for this Task]

Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)

Task 4: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 5: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 6: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
[✓] Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2025-26 template provided (do not alter the template)
	List all tasks with the same title as stated in the Scope of Work
	Include task numbers in proper sequencing, consistent with the Scope of Work
	Exclude sub-task numbers and sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the <u>grantee and sub-recipient(s) only</u> .
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
	Ensure a local match amount is provided for each task (Task 01 & Task 02 optional)
	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
	Include a grant amount for each Task (Task 01 & Task 02 optional)
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2024-25 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
	Start the timeframe at the beginning of the grant period (November 2025)
	Extend the timeframe to the end of the grant period (June 2028)

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category																																			
Grant Fiscal Year		FY 2025-26																																	
Project Title																																			
Organization																																			
(Legal name)																																			
Disclaimers		Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)																																	
Reimbursements/ Involving		Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☐ No		If yes, what is the estimated indirect cost rate? _____																															
		Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☐ No																																	
Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2025/26				FY 2026/27				FY 2027/28																					
						J	A	S	O	N	D	J	A	S	O	N	D	J	A	S	O	N	D	J	A	S	O	N	D	J	A	S	O	N	D
01	Project Administration (no more than 5% of total grant funds)	\$0	\$2,500	\$0	\$2,500																														
02	Consultant Procurement	\$4,427	\$574	\$0	\$5,000																														
1	Existing Conditions	\$11,509	\$1,491	\$0	\$13,000																														
2	Analysis	\$30,986	\$4,015	\$0	\$32,500																														
3	Public Outreach	\$39,839	\$5,162	\$0	\$45,000																														
4	Advisory Committee Meetings	\$13,280	\$1,721	\$0	\$15,000																														
5	Draft and Final Plan	\$72,595	\$6,577	\$0	\$82,000																														
6	Board Review/Approval	\$4,424	\$900	\$0	\$5,000																														
Totals		\$177,060	\$22,940	\$0	\$200,000																														

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Cost and Schedule and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance. Refer to Grant Application Guide, Chapter 6.5 for a Third-Party In-Kind description and examples.

Third-Party In-Kind Valuation Plan Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2025-26 template provided (do not alter the template).
	Name the third party in-kind local match provider; this cannot be the Grantee
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the Cost and Schedule.
	Ensure the in-kind local match amount is consistent with the Grant Application Cover Sheet and Cost and Schedule.

California Department of Transportation
Sustainable Transportation Planning Grant Program
THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
 Grant Fiscal Year
 Project Title
 Organization
 (Legal name)

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
Total In-kind Match:							\$0

Explain how the third party in-kind match will be documented for accounting purposes:	
---	--

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however, it is required upon award as a condition of grant acceptance.

Local Resolution Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	NOT be more than a year old, or it will not be accepted (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE

CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CAN DO COMPLETE STREET PLAN

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of December 2023.

3

4

John Doe,
Chair

ATTEST:

Eileen Wright, Executive Director

APPENDIX C. CALTRANS/REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERICAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Tatiana Ahlstrand (707) 684-6884 Email: Tatiana.Ahlstrand@dot.ca.gov	Jerome Washington (707) 834-1438 Email: Jerome.Washington@dot.ca.gov	• Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 782-3152 Email: Kathy.Grah@dot.ca.gov	Kendee Vance (530) 768-4200 Email: Kendee.Vance@dot.ca.gov	• Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	El Dorado, Sacramento, Sutter, Yolo, and Yuba Counties Sukhi Johal (530) 565-3885 Email: Sukhi.Johal@dot.ca.gov Butte, Colusa, Lake Tahoe Basin, Glenn, Nevada, Placer, and Sierra Counties Kevin Yount (530) 513-0584 Email: Kevin.Yount@dot.ca.gov	Angelina Healy (530) 720-9449 Email: Angelina.Healy@dot.ca.gov	• Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov Becky Frank (510) 960-0883 Email: Becky.Frank@dot.ca.gov	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	• Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Veronica Lezama (805) 748-4216 Email: Veronica.Lezama@dot.ca.gov	John Olejnik (805) 748-1787 Email: John.Olejnik@dot.ca.gov	• Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Assoc. of Monterey Co. Bay Area Govts • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 840-6066 Email: Lorena.Mendibles@dot.ca.gov Christopher Xiong (559) 908-7064 Email: Christopher.Xiong@dot.ca.gov	Rachel Padilla (559) 353-4245 Email: Rachel.Padilla@dot.ca.gov	• Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERICAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	Kevin Lum (213) 296-1121 Email: Kevin.Lum@dot.ca.gov	Not applicable	Southern California Association of Governments
DISTRICT 8 464 W. 4 th Street 6 th Floor, Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 963-9366 Email: Ricky.Rivers@dot.ca.gov Stephanie Ahmad (909) 383-4057 Email: Stephanie.Ahmad@dot.ca.gov	Lorna Foster (909) 501-5759 Email: Lorna.Foster@dot.ca.gov	Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Catherine Carr (760) 874-8318 Email: Catherine.Carr@dot.ca.gov	Marcela Castleberry (760) 784-4260 Email: Marcela.Castleberry@dot.ca.gov	- Inyo LTC - Mono LTC - Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	Mountain Counties Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov Merced, San Joaquin, Stanislaus Counties Tom Dumas (209) 941-1921 Email: Tom.Dumas@dot.ca.gov	Paul Bauldry (209) 948-7647 Email: Paul.Bauldry@dot.ca.gov Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov	- Alpine County LTC - Amador CTC - Calaveras COG - Mariposa LTC - Merced CAG - Tuolumne CTC - San Joaquin COG - Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Omar Flores (619) 985-2124 Email: Omar.Flores@dot.ca.gov	Karen Islas (619) 380-7501 Email: Karen.Islas@dot.ca.gov	- San Diego Association of Governments - Southern California Association of Governments
DISTRICT 12 1750 E. 4 th Street Santa Ana, CA 92705	Eric Chau (657) 328-6268 Email: Eric.E.Chau@dot.ca.gov	Not applicable	Southern California Association of Governments

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DIVISION OF TRANSPORTATION PLANNING

1120 N STREET

SACRAMENTO, CA 95814

<https://dot.ca.gov/programs/transportation-planning>





ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3698 WITH PCAM LLC, DBA PARKING COMPANY OF AMERICA, TO EXTEND PROFESSIONAL SERVICES NECESSARY FOR METROLINK RAIL FEEDER SHUTTLE SERVICES

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3698 with PCAM, LLC dba Parking Company of America (PCAM) to exercise the third and final one-year (1-year) contract extension for professional services required to support the Metrolink Rail Feeder Shuttle Services; and,
2. Authorize the City Manager and/or his designee, to execute Amendment No. 2 on behalf of the City of Montebello; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The cost for shuttle services shall not exceed Five Hundred Thirty-Six Thousand, One Hundred Twelve Dollars (\$536,112). Funding for these services is allocated in the Transportation Department's Fiscal Year 2024-25 adopted budget under Transit Operations Account No. 600-90-910-6040.10 (Transit, Transit Operations, Contract Services, Outside Contracts). Therefore, a budget amendment is not required as part of the recommended actions.

BACKGROUND/DISCUSSION:

On October 10, 2019, the City entered into Agreement No. 3698 with PCAM to provide

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

Page 2 of 3

Montebello Bus Lines (MBL) with equipment, goods, and services necessary for the operation of the Metrolink Rail Feeder Shuttle Service (Attachment A). These services include providing transportation for commuters to and from the Montebello/Commerce Metrolink Station. The initial term of the agreement was for three (3) years with the option to exercise up to three (3), 1-year term contract extensions.

MBL offers the Montebello Link Program to provide a no-cost, reservation based, semi-fixed transportation service that aims to bridge the commute gap for weekday commuters to and from the Montebello/Commerce Metrolink Station and local areas of employment in Montebello, Commerce, Pico Rivera and Monterey Park. PCAM provides transportation for approximately 1,600 commuters monthly and communicates monthly ridership data to MBL. Over the past five years, this service has evolved and plays a pivotal role in fostering enhanced accessibility and mobility for the workforce, thereby contributing to MBL's goal of delivering superior service to Montebello and the surrounding communities.

On October 11, 2023, Amendment No. 1 formalized the first and second 1-year extensions for Metrolink Rail Feeder Shuttle Services with PCAM. This amendment also adjusted the service cost to Five Hundred Twenty Thousand, Five Hundred Six Dollars (\$520,506) for the second 1-year extension, aligning it with the approved payment schedule. Amendment No.1 ensured the continuity of shuttle services provided for commuters traveling to and from the Montebello/Commerce Metrolink Station.

Amendment No. 2 will authorize the final 1-year extension under the terms of the agreement. Staff recommend that the City Council consider approving the amendment to maintain uninterrupted transportation for commuters who rely on this service to access local employment areas. This extension will also provide ample time for staff to develop and issue a Request for Proposals (RFP) to solicit proposals from highly qualified vendors that provide shuttle services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council approve Amendment No. 2 to Agreement No. 3698 with PCA, attached hereto in substantial form (Attachment B), to exercise the third and final 1-year contract extension for professional services required to support the Metrolink Rail Feeder Shuttle Services; authorize the City Manager and/or his designee, to execute Amendment No. 2 on the City's behalf; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A: Agreement No. 3698 with PCAM
2. Attachment B: Draft Amendment No. 2 to Agreement No. 3698

AGREEMENT NO. 3698

CONTRACT AGREEMENT

**BETWEEN THE CITY OF MONTEBELLO AND PARKING COMPANY OF AMERICA
FOR METROLINK RAIL FEEDER SHUTTLE SERVICE
(RFP NO. 19-41)**

This Contract Agreement ("Agreement") is made and entered into for the above stated project this 10th day of October 2019, by and between the City of Montebello, a California municipal corporation ("AGENCY") and PCAM, LLC., dba "Parking Company of America," a California corporation ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred herein as the "Parties."

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY's Transportation Department, equipment, goods and services necessary for the Metrolink Rail Feeder Shuttle Service ("Project") as further described in Request for Proposal No. 19-41 (RFP No. 19-41)

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

AGREEMENT

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

- A. This Agreement, including any and all addenda or supplemental agreements.
- B. RFP No. 19-41.
- C. CONTRACTOR's Response to RFP No. 19-41 dated August 8, 2019.
- D. All other documents, including but not limited to all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits and

also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

These documents shall be collectively referred herein as the "Contract Documents". In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other consultants or CONTRACTORS engaged by AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Term

The initial term of this Agreement shall be for three (3) years with an option for three (3) annual renewals of one (1) year each; provided that terms and conditions remain the same or as mutually agreed upon by the parties in writing and approved with the same level of formality required to execute this Agreement.

ARTICLE IV. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONTRACTOR dated August 8, 2019 ("Compensation") attached hereto as Exhibit "A" and incorporated herein by this reference. The amount(s) of the compensation shall not exceed the following yearly amounts:

- Year 1: four hundred sixty-two thousand, five-hundred nineteen and no cents (\$462,519).
- Year 2: four hundred seventy-six thousand, three hundred sixty-six dollars and no cents (\$476,366).
- Year 3: four hundred ninety thousand, six hundred seventy-one dollars and no cents (\$490,671).
- Optional Year 4: five hundred five thousand, three hundred fifty-nine dollars and no cents (\$505, 359).

- Optional Year 5: five hundred twenty thousand, five hundred six dollars and no cents (\$520, 506).
- Optional Year 6: five hundred thirty-six thousand, one hundred twelve dollars and no cents (\$536, 112).

Such sums shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by AGENCY.

Said sums shall also cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. No change, amendment or modification to the Compensation shall be effective unless in writing and signed by both parties.

ARTICLE V. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed, and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE VI. Ownership of Written Products

All reports, documents or other written material ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such Written Products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VII. Independent Contractor

CONTRACTOR is, and shall at all times remain to AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur and debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of AGENCY as an agent. Neither AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VIII. Confidentiality

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

ARTICLE IX. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state and local laws throughout its performance of this Agreement. CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE X. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

The CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

ARTICLE XI. PERS Eligibility Indemnity

In the event that CONTRACTOR, or its employee, agent, or sub-contractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of AGENCY, CONTRACTOR shall indemnify, defend, and hold AGENCY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the AGENCY.

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

ARTICLE XII. Insurance

A. Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article X of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

1. **Commercial General Liability Insurance** using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than **one million dollars and no cents** (\$1,000,000) per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 O1 including Code/Symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than **two million dollars and no cents** (\$2,000,000) per accident, combined single limit.
3. **Workers' Compensation Insurance** on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than **one million dollars and no cents** (\$1,000,000) per accident for bodily injury or disease. (Not required if CONTRACTOR provides written verification that it has no employees).

B. AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement."

F. CONTRACTOR's insurance shall be primary as respects AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

G. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

H. AGENCY shall have no responsibility of liability for such insurance coverage.

ARTICLE XIII. Authorization by Contractor

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XIV. Termination

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

12.1 Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

12.2 **Non-Material Breach.** For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

12.3 **Failure to Cure.** In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

12.4 **Termination for Convenience.** AGENCY shall have the option, at its sole discretion and without cause to terminate this Agreement for AGENCY's convenience at any time by providing CONTRACTOR ten-days' (10-days') written notice.

12.4.1 Upon receipt of such notice of Termination for Convenience, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities.

12.4.2 AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against AGENCY under this Agreement.

12.4.3 All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of any and all rights provided herein.

12.5 Upon the valid termination of this Agreement as provided under this Article, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for goods and/or services CONTRACTOR had completed/delivered as of the date of termination, less the amount of all previous payment with respect to the Compensation; provided that CONTRACTOR received AGENCY's Notice to Proceed (as defined in RFP No. 19-41) before such goods/services were completed/delivered.

12.6 **Expiration.** This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XV. Dispute Resolution and Legal Remedies

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

ARTICLE XVI. Subcontract, Assignment or Delegation

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

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

ARTICLE XVII. Non-discrimination and Equal Opportunity Employer

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

ARTICLE XVIII. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY:	Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640 Attention: Tom Barrio Director of Transportation Phone: 323-558-1625
------------	--

To CONTRACTOR:	PCAM, LLC dba Parking Company of America (PCA) 3165 Garfield Ave. Los Angeles, CA 90040 (562) 862-2118
----------------	--

ARTICLE XIX. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XXI. Entire Agreement

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XXII. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

ARTICLE XXIII. Survival

The Parties' obligations under Article VII [Confidentiality] and Article X [Indemnification], will survive the Termination or Expiration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 10th day of October, 2019.

CITY OF MONTEBELLO
("AGENCY")

PCAM, LLC
dba Parking Company of America.
("CONTRACTOR")



Rene Bobadilla, City Manager



Federal Tax Identification No. 202264403

Date: 10/22/19

Date: 10/30/19

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Montebello Bus Lines**

REQUEST FOR PROPOSALS

FOR

METROLINK RAIL FEEDER SHUTTLE SERVICE

RFP NO. 19 - 41

JACK HADJINIAN	-	MAYOR
SALVADOR MELENDEZ	-	MAYOR PRO TEM
KIMBERLY ANN COBOS CAWTHORNE	-	COUNCILMEMBER
ANGIE M. JIMENEZ	-	COUNCILMEMBER
DAVID TORRES	-	COUNCILMEMBER

Issued:	June 20, 2019
Pre- Proposal Conference:	July 09, 2019 2:00 pm
Written Questions Due:	July 16, 2019
Response to Written Questions:	July 23, 2019
Proposals Due:	August 08, 2019 12:00pm

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

1.1 DESCRIPTION OF THE WORK TO BE DONE

Montebello Metrolink Rail Feeder Shuttle Service: The City of Montebello, Transportation Department, commonly known as Montebello Bus Lines (MBL), as AGENCY, requests proposals from qualified firms to provide Montebello Metrolink Rail Feeder Shuttle Services at the Montebello/Commerce Metrolink Station and Transit Center 2000 West Flotilla Street Montebello, CA in accordance with the terms and conditions set forth in RFP NO. 19-41.

The Contract shall be a firm-fixed price Contract.

1.2 PROPOSAL DUE DATE

Proposals must be received by **12:00pm Thursday August 08, 2019** and submitted in accordance with the instructions contained in this RFP.

Proposals should be marked “**Montebello Metrolink Rail Feeder Shuttle Service, RFP NO.19-41**” and must be submitted via PlanetBids Portal (accessed through the City of Montebello’s official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>).

1.3 OBTAINING PROPOSAL DOCUMENTS

Proposal documents are available on PlanetBids Portal, accessed through the City of Montebello’s official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

1.4 PRE- PROPOSAL MEETING INFORMATION

A Pre-Proposal Meeting will be held on Tuesday **July 09, 2019**. The meeting will convene at **2:00pm** in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA. It is highly recommended that all potential proposers attend this important meeting.

1.5 AFFIRMATIVE ACTION

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will be required.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

The AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interest of the AGENCY.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 DESCRIPTION OF THE WORK TO BE DONE

The City of Montebello, Transportation Department, commonly known as Montebello Bus Lines (MBL), as AGENCY, requests proposals from qualified firms to provide Montebello Metrolink Rail Feeder Shuttle Services in accordance with the terms and conditions set forth in RFP NO.19-41.

The Contract shall be a firm-fixed price Contract.

2.2 PROPOSED SCHEDULE FOR THE PROCUREMENT

The following is the solicitation schedule for proposers:

Event	Date / Deadline
Issue Request for Proposal:	June 20, 2019
Pre-Proposal Meeting:	July 09, 2019
Written Questions Due:	July 16, 2019
AGENCY'S Response to Written Questions:	July 23, 2019
Proposal Due:	August 08, 2019 12p.m.
Approval of Contract Award by City Council:	September 11, 2019

The AGENCY reserves the right to alter the dates shown above by written notice.

2.3 OBTAINING PROPOSAL DOCUMENTS

Proposal documents may be obtained by contacting the following person:

Name: Eric Yan
Title: Transit Grants and Projects Administrator
Address: 400 South Taylor Avenue
Montebello, CA 90640
Telephone: (323) 558-1628
E-mail: eyan@cityofmontebello.com

2.4 PROPOSAL DUE DATE

Proposals must be received by **12:00pm Thursday August 08, 2019**. Proposals must be prepared and submitted in accordance with the instructions included herein.

Proposals should be marked RFP NO. 19-41 and submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>).

A proposal is late if the AGENCY receives it after the deadline stated above. The AGENCY may reject a late proposal without evaluation.

Proposals shall be signed by proposer's authorized representative on the forms provided by the AGENCY. The AGENCY will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals.

The AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interest of the AGENCY. All proposals become the property of the AGENCY once they are submitted, and copies of the proposals and materials will be returned only if requested and at the proposer's expense. The making of an award is contingent upon the availability of funding.

The AGENCY reserves the right to make award within ninety (90) calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of ninety (90) days, such award shall be conditioned upon proposer's acceptance.

2.5 PRE- PROPOSAL MEETING INFORMATION

A Pre-Proposal Meeting will be held on Tuesday **July 09, 2019**. The meeting will convene at **2:00pm** in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA. This is a question/answer session; attendance is not mandatory.

2.6 QUESTIONS, CLARIFICATIONS AND INTERPRETATION

All correspondence, communications and contact in regard to any aspect of this solicitation or offers shall be only with the following person [or his or her designated representative if applicable].

Name: Eric Yan
Title: Transit Grants and Projects Administrator
400 South Taylor Avenue
Address: Montebello CA 90640
E-mail: eyan@cityofmontebello.com
Telephone: (323) 558-1628

Unless otherwise instructed by the above person, proposers and their representatives shall not make any contact with or communicate with any member of the AGENCY, or its employees and consultants, other than the designated person above, in regard to any aspect of this solicitation or offers.

No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any proposer orally. Every request for such interpretations shall be in writing addressed to the above person by U.S. mail, electronic mail or facsimile.

2.7 ADDENDA

The AGENCY reserves the right to amend the RFP. Any amendments to the RFP shall be described in written addenda. Notification of the addenda will be distributed to all prospective proposers officially known to have received the RFP.

Failure of any prospective proposer to receive the notification or addenda shall not relieve the proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP.

Prospective proposers shall acknowledge the receipt of each individual addendum in their proposals by submitting the Receipt of Addenda Form. Failure to acknowledge in the proposal receipt of addenda may, at the AGENCY'S sole option, result in disqualification of the proposal.

SECTION 3 GENERAL PROVISIONS

3.1 CONTRACT SECURITY - BID, PERFORMANCE AND PAYMENT BONDS

As required, CONTRACTOR shall furnish at the time of execution of the Contract, at its own expense, a Faithful Performance Bond payable to the AGENCY in the amount of one hundred percent (100%) of the full amount of the Contract as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract shall be complied with in every particular. Such performance bond shall be in effect during the full term of the Contract, until Final Acceptance.

CONTRACTOR, at its sole expense, at the time of execution of the Contract, shall deposit with the AGENCY a **Labor and Materials Payment Bond** issued by a surety acceptable to the AGENCY and naming the AGENCY as the sole beneficiary of an amount equal to **fifty percent (50%)** of this Contract's total price in the event CONTRACTOR fails to pay its employees, Sub-contractors, material men, or others supplying CONTRACTOR with labor or materials under this Contract. Said bond shall also require such surety to defend the AGENCY against any claims or causes of action arising out of Contractor's said failure to pay, whether such claims or actions are instituted before administrative, quasi-judicial, or judicial bodies.

Bonds must be posted with the AGENCY as follows:

Faithful Performance Bond - 100% of contract amount, submitted at execution of contract.

Labor and Materials Payment Bond - 50% of contract amount, submitted at execution of contract.

Only bonds issued by companies which are rated "A-" or better in the "Best Rating Guide," "The Best Key Rating Guide to Property Casualty Companies," and/or rated in the "Federal Register Circular 570," 1984 Revision (or most recent addition) will be accepted. Failure to submit acceptable bonds will be cause of rejection of bid.

Attorneys-in-fact who sign bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Withhold of Prevailing Wage Forfeited Amounts: In accordance with SB 222, the AGENCY is required to withhold any amounts from progress payments to CONTRACTOR that have been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed, and transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where the CONTRACTOR fails to bring a lawsuit for amounts withheld within ninety (90) days after the completion of the public works contract and formal acceptance of the job by the AGENCY.

3.2 EXECUTION OF GENERAL CONTRACT

The Contract shall be signed by the successful proposer and returned, together with the specified payment and performance contract bonds, within ten (10) working days after the Contract has been mailed or otherwise delivered to proposer. No Contract shall be considered effective until it has been fully executed by all of the parties thereto. Failure to execute the Contract and file a bond that is acceptable to the AGENCY within ten (10) working days after the Contract has been mailed or otherwise delivered to the successful proposer shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall

become the property of AGENCY not as a penalty, but as liquidation of damages sustained. Award may then be made to the next responsive, responsible and qualified proposer, or the work may be re-advertised as AGENCY may decide.

3.3 NOTICE TO PROCEED

The Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

3.4 BUSINESS LICENSE

The CONTRACTOR and all Sub-contractors will each secure a City of Montebello Business License prior to commencing work or services.

3.5 PERMITS (NOT APPLICABLE FOR THIS PROCUREMENT)

CONTRACTOR shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

3.6 SINGLE PROPOSAL

In the event a single proposal is received, AGENCY may conduct a price or cost analysis of the proposal (to be limited to non-proprietary cost data only). A cost analysis is the process of examining the proposal and evaluating the separate cost elements. It should be recognized that a cost analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar provisions. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is not possible to obtain a valid price analysis, it may be necessary for AGENCY to conduct a cost analysis of the proposal price.

3.7 AWARD OF CONTRACT (TERMS OF CONTRACT)

Within ninety (90) calendar days after the opening of proposals, if a Contract is to be awarded, the award will be made to the responsible, responsive, and qualified proposer whose proposal complies with all the requirements prescribed. The successful proposer will be notified, by letter mailed to the address shown on its proposal, that its proposal has been accepted and that it has been awarded the Contract.

The initial term of this agreement shall be for **three (3)** years with an option for **three (3)** annual renewals of **one (1)** year each; upon mutual consent of the parties.

This agreement may be extended provided that terms and conditions remain the same or as mutually agreed upon by the parties.

3.8 APPROVED EQUALS

All proposals shall be in strict compliance with the requirements and Technical Specifications of this proposal, including the provisions herein regarding “approved equals” and “deviation”. Where a feature, component, or item is specified by brand name (in these provisions), the words “or approved equal” will apply. Where the approval of AGENCY is specifically required by these provisions in connection with a particular feature, or if the proposer proposes to submit a proposal containing “approved equals” or “deviations” from specific requirements of these provisions, the proposer shall submit written requests at least ten (10) working days prior to the date and hour of the proposal opening and be accompanied by an itemized comparison of the proposed substitution with the products specified or named by Addenda, and by the enclosed Product Evaluation Questionnaire. The questionnaire is available upon request.

Proposals shall be submitted containing any such approvals, approved equals or deviations as are specifically approved and confirmed in writing by AGENCY. Each proposal must be accompanied by documentation regarding any such approvals granted by AGENCY for that proposal. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection.

It should be understood that specifying a brand name, components and/or equipment in this provision shall not relieve the CONTRACTOR from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The CONTRACTOR is responsible for notifying AGENCY of any inappropriate brand name, component and/or equipment that may be called for in the provisions.

3.9 MANUFACTURER'S EXPERIENCE (NOT APPLICABLE FOR THIS PROCUREMENT)

Wherever it may be written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

3.10 CONTRACTOR RESPONSIBILITY FOR MATERIALS AND ACCESSORIES IN VEHICLES

The CONTRACTOR shall assume responsibility for materials and accessories used in the vehicles, whether the same are made by the CONTRACTOR or purchased under sub-contract from an outside source.

3.11 PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, CA 90640.

Payment will be made within thirty (30) days after acceptance and approval of invoice.

3.12 CONTRACTOR ELIGIBILITY (NON-COLLUSION, DEBARMENT)

Affidavits are required to be completed by the CONTRACTOR and by all Sub-contractors declaring that the proposal is in all respects fair and without collusion or fraud. **(Non-Collusion Affidavit of Prime Bidder; Non-Collusion Affidavit of Sub-Contractor)**

A Contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible contractors. The potential Prime CONTRACTOR and all potential Sub-contractors must complete the **Ineligible Contractors Form** regarding debarment for violations of public contracts incorporating Labor Standard Provisions.

3.13 ORAL CHANGES

Oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, AGENCY prior to becoming a Contract modification.

3.14 INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

MINIMUM SCOPE OF LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability:** 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 **\$2,000,000** per accident for bodily injury and property damage, combined single limit.
- C. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit if no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification that it has no employees)
- D. Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

AGENCY shall have no responsibility of liability for such insurance coverage.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The AGENCY, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the AGENCY.

Waiver of Subrogation

CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the AGENCY. The AGENCY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the AGENCY.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

CONTRACTOR shall furnish the AGENCY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the AGENCY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Sub-Contractors

CONTRACTOR shall require and verify that all Sub-Contractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.15 QUALIFICATIONS OF PROPOSERS

Proposers shall satisfy AGENCY of their ability to furnish the specified services. Only proposer of established reputation, having proper facilities to provide the items called for in these provisions, shall be considered in making the award. The attached **References** must be completed and submitted with the sealed proposal if the proposal is to be considered responsive.

A proposer must present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the proposal. The attached **Proposer's Information, Qualifications Certification** must be completed, notarized and submitted with the sealed proposal if the proposal is to be considered responsive.

3.16 PERFORMANCE OF WORK

It is the intent of these specifications to provide only highest quality of service that best meets the interests of the City. The service shall be the best obtainable. The design of the vehicles which the CONTRACTOR proposes to furnish must be of such as to produce safe and excellent service in all respects. The price to be quoted and submitted shall include all items of labor, materials, tools and any other costs necessary to fully complete the Montebello Metrolink Rail Feeder Shuttle Services Project; pursuant to the provisions referenced in this RFP. It is the aim of these specifications that the CONTRACTOR provides a complete product of the type prescribed. Any items omitted from such specifications which are clearly necessary for the successful operation of the project, although not directly specified or called for in this RFP, the quality of standard components not covered by the language of these specifications will be a factor determining a proposal award. No advantage shall be taken by the CONTRACTOR in the

omission of any part or detail which goes to make the vehicles or equipment complete and ready for service, even though such a part is not mentioned in these specifications.

3.17 MATERIALS AND WORKMANSHIP (SAFE OPERATIONAL VEHICLES)

All vehicles and vehicle equipment shall be maintained in safe excellent working condition; both operationally and in appearance.

3.18 PROPOSAL PROTEST PROCEDURES (POLICY BEFORE PROPOSAL OPENING)

A protest filed before a proposal opening must be filed in writing no later than ten (10) working days before a proposal opening. The most common types of protest that might be filed before a proposal opening would include one based upon restrictive specifications, or alleged improprieties in any type of solicitation that is apparent prior to the scheduled proposal opening. The AGENCY will grant the protesting firm a fair review, and allow up to ten (10) working days to review or appeal a decision provided no state or federal law or regulation has been violated. It is the intent of AGENCY to resolve all protests at the local level.

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 Procurement Analyst for determination. A protest that is mailed to the Procurement Analyst must be received by the AGENCY within the specified time frame.

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

- B.** The protest must contain the reason(s) for the protest and should recommend a remedy.
- C.** Where appropriate, AGENCY will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors 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.** AGENCY shall not open proposals prior to the resolution of the protest, unless it is determined that:
 - The items to be procured are urgently required, or;
 - Delivery or performance will be unduly delayed by failure to make the award promptly, or;
 - Failure to make prompt award will otherwise cause undue harm to AGENCY or the Federal Government.

- F. AGENCY will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Procurement Analyst and will include a response to each substantive issue raised in the protest.
- G. After the exhaustion of administrative remedies the protesting party will be given our final decision. The Procurement Analyst has the authority to make the final determination regarding all protests.

3.19 PROPOSAL PROTEST PROCEDURES (POLICY AFTER PROPOSAL OPENING)

A protest filed after a proposal opening or post award must be filed within five (5) working days after the proposal opening or notice of award. The types of protests most commonly filed after proposal openings are varied, e.g., one in which the award is made to other than the low proposer, changes to the criteria during proposal evaluation, proposal compliance, etc. The AGENCY will grant the protesting firm a fair review, and allow up to ten (10) working days to review or appeal a decision provided no state or federal law has been violated. It is the intent of AGENCY to resolve all protests at the local level.

All protests, including protests within Federal Transit Administration funded projects, must follow certain guidelines.

- A. The protest must be submitted in writing within the specified time frame (no later than five (5) working days after the proposal opening or notice of award). All protests must be filed with the Procurement Analyst for determination. A protest that is mailed to the Procurement Analyst must be received by the AGENCY within the specified time frame.
- B. The protest must contain the reason(s) for the protest and recommend a remedy.
- C. Where appropriate, AGENCY will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers provided they have a substantial economic interest in a portion of the RFP.
- D. AGENCY will respond in writing within ten (10) working days after receipt of the protest. The response will be provided by the Procurement Analyst and will include a response to each substantive issue raised in the protest.
- E. After exhaustion of administrative remedies, the protesting party will be given our final decision. The Procurement Analyst has the authority to make the final determination regarding all protests.

All protests must be filed within five (5) working days of the date the protester knew or should have known of the violation.

3.20 DRUG-FREE WORKPLACE

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace for all employees and comply with the Drug-Free Workplace Act of 1988 and all applicable

Federal drug and alcohol regulations governing workplace anti-drug use and alcohol misuse programs. **(Certification of Drug-Free Workplace).**

3.21 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT

Pursuant to the Contract, the AGENCY may terminate the contract if the successful proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful proposer under this Agreement [49CFR 18.36(i)(2)].

3.22 SUB-CONTRACTORS LIST

The CONTRACTOR shall submit with its proposal the name and address of each Sub-contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that AGENCY'S approval may be obtained as to reliability and ability to perform the work **(Bidders List of Participating Firms)**.

Required Submittals for Sub-Contractors: Listings of all Sub-contractors performing work for the prime Contract shall be submitted and received with the proposer's proposal. Lists of Sub-contractors are a part of the proposal package, and failure to submit said listings might constitute the submittal of an incomplete proposal. Pre-printed forms are attached (Bidders List of Participating Firms).

Terms and Conditions Binding Upon Sub-Contractors: All terms and conditions contained in this proposal shall be binding upon the CONTRACTOR'S Sub-contractors. The CONTRACTOR shall enter into Contracts with its Sub-contractors and these Contracts shall contain these terms and conditions.

3.23 PRIVACY ACT

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C., 552a.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

3.24 PROHIBITED INTEREST

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

SECTION 4 SPECIAL PROVISIONS

4.1 PROPOSAL FORMAT, INFORMATION AND EVALUATION

A. Request for Proposal (RFP) Format

The proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section and any other forms listed on the Form Submittal Requirement. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

1. Cover Letter

The proposal should contain a cover letter and introduction (limit to one page) and include the company name and address, and the name and telephone number of the persons who will be authorized to represent the bidder regarding all matters related to the proposal and any contract subsequently awarded to said bidder. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the proposal.

2. Format

The proposal must include completion of **Appendix A**. To ensure a standardized basis for the comparison of various cost proposals, all proposed costs must be specified in accordance with **Appendix A**. All Contractors shall assume the service hours contained in **Appendix A**.

The service may be modified during the term of the contract. In such case, additional service hours will be reimbursed at the hourly rate of the agreement.

The standard proposal form requires firm costs per service hour including maintenance, fuel, personnel and all other costs. In evaluating the proposals, the City may communicate with one or more of the proposers for the purpose of clarifying information. In submitting any additional information requested, the Contractor may not change or embellish the original cost proposal.

B. Information

It is the Contractor's responsibility to prepare a proposal that is representative of the Contractor's qualifications. If there is any additional information that would assist the City in assessing the proposal better, the Contractor should include all such information in the proposal.

The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Contractor's qualifications. The evaluation criteria will allow the City to examine the qualifications of the Contractor, qualifications of the proposed staff, technical approach/work plan and cost effectiveness for operation of the service. A selection panel will evaluate and rank all proposals with respect to the evaluation criteria.

Contractors may be required to make oral presentations to the Evaluation Committee. The successful Contractor will be named after the proposals and presentations are evaluated to select the most qualified bidders. The top qualifiers requested to make oral presentations will be notified of the time and place prior to the presentation.

C. Evaluation Criteria

1. Firm Qualification and Past Performance (20%)

The Contractor should submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigation which the company may be directly or indirectly involved.

Contractor must furnish proof of ability to perform the terms of this proposal. This section should contain a list of clients, their addresses and telephone numbers, for whom the Contractor has performed services similar to those described in this RFP. Also include a description of all those similar services

2. Staff Qualification of Key Personnel (20%)

This section shall include, but is not limited to, a listing of all required personnel and qualifications for each key position. A Project Manager must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. The percentage of the project manager's time dedicated to this project should be included, along with the dedicated time of other key personnel. If personnel must be shared with other projects, indicate exactly how much time will be devoted to other projects. If sub-contractors are to be used, describe the arrangement as well as their role in the project. All sub-contractors must be pre-approved by the City. An organizational chart of management personnel shall also be included in this section.

3. Technical Approach/Work Plan (25%)

A technical proposal must be provided describing the Contractor's method and resources to perform the work described in this RFP. This section should describe how the proposer will make effective use of personnel to ensure quality service delivery. The Contractor should discuss, in as much detail as possible, its proposed operational programs, including but not limited to the following: driver hiring, training and evaluation; on-street supervision; drug and alcohol testing policy; vehicle preventive maintenance plan; documentation and maintenance of project records; response to vehicle breakdowns; on board security.

4. Cost Effectiveness (35%)

The City is interested in cost effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. Cost per hour will be evaluated in relation to the service hours required in this RFP.

SECTION 5 FEDERAL REQUIREMENTS

Reference to Section 6.9 Federal Drug and Alcohol Regulations

SECTION 6 TECHNICAL SPECIFICATIONS (SCOPE OF WORK)

6.1 INTRODUCTION

The City of Montebello, Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified contractor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello.

Five vehicles are needed to transport Metrolink passengers during the morning and evening peak commute hours. Please see **Appendix B** for Metrolink arrival and departure times. The daily average ridership is.

6.2 SERVICE GOALS AND OBJECTIVES

The goal of the Montebello Link shuttle service is to bridge the commute gap from the Montebello/Commerce Metrolink station to local areas of employment. The Montebello Link will:

- A. Provide convenient semi-fixed rail feeder service for the designated trains as identified in **Appendix B**;
- B. Include dedicated rail feeder service which will wait for the trains;
- C. Provide a Guaranteed Ride Service back to passengers' original Metrolink departure station should the shuttle miss the last train of the evening; and
- D. Provide Customer Relations services to include: reservation taking, customer comment processing, real-time assistance for changing reservations, etc.

Proposals which demonstrate the commitment to operating a high quality, cost-effective and customer-oriented service will be evaluated most favorably by the City. The City will closely monitor the operation of the shuttle service and will work closely with the selected Contractor to ensure that a high quality product will be delivered.

6.3 PROJECT DESCRIPTION

Service schedules are provided in **Appendix B**. Annual service miles, hours, and passenger counts are provided in **Appendix C**.

A. Service Area Characteristics and Route Description

The Montebello Link will provide five semi-fixed routes with five in-service vehicles for each designated train. The morning shuttles will take passengers from the Metrolink station along the semi-fixed route close to their employment sites. The evening shuttles will return passengers from the same semi-fixed routes to the Metrolink station.

B. Span of Service/Frequency/Vehicle requirement

The Montebello Link operates Monday through Friday approximately from 5:46am to 7:52am and 4:32pm to 6:17pm; the route will operate with five in-service vehicles and one spare vehicle.

C. Holidays

The Montebello Link will not operate on the Holidays designated by Metrolink. It is the Contractor's responsibility to notify passengers at least one (1) week in advance of changes in service.

6.4 CONTRACTOR'S RESPONSIBILITIES

The City of Montebello, Department of Transportation ("City") will contract with the successful bidder ("Contractor"). The Contractor shall coordinate, manage, and control all necessary program activities that shall include: providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

The Contractor shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the written approval of the City. All service vehicles must carry valid licenses and/or permits that allow them to operate in Los Angeles County. The City will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour, less any missed service.

The Contractor shall provide a high quality; customer service oriented shuttle operation. The City will monitor the service closely to ensure that all contractual responsibilities are met.

The selected Contractor shall abide by and obey all applicable Federal, State, and City laws. The selected Contractor must also fully comply with all provisions of the Federal Americans with Disabilities Act requirements.

6.5 PROJECT PLAN AND STAFFING PLAN

Contractor shall provide a plan in the proposal that describes in detail the performance and function of all key personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers, operations manager, drivers, pertinent maintenance management, and any other key personnel.

Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including road supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task. If personnel are shared between various City and non-City projects, this plan shall include a list of all positions for each project, the percentage of time each person is assigned to each project, and the shuttle service hours of each project.

Since field supervision is so critical to the overall efficiency of the Montebello Link service, Contractors must include in their proposals a minimum of one (1) field supervisor. Field supervisors must be dedicated to this service and must be available for the entire span of service. Contractors must submit a detailed plan regarding the duties and responsibilities of the field supervisors. This should not reduce the number of other necessary supervisory staff and

functions, i.e., dispatching. The information provided will be used to compare proposals in terms of resources dedicated in the technical approach/work plan.

Upon awarding the contract and during the term of the contract, the Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes in the proposed personnel duties or hours per this project.

6.6 PERSONNEL

The Contractor shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Contractor shall be solely responsible for payment of all employees' wages and benefits and sub-contractors' cost. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor. The City must be notified in writing of new hires or reassignments of project personnel. The City reserves the right to approve any changes in the Contractor's proposed key project staff.

6.7 PROJECT MANAGER

The Contractor shall designate a Project Manager, who will oversee the proper operation of the service. It is required that this person be identified and his/her resume included in the Contractor's proposal. The City reserves the right to approve any change of the Project Manager for this service. The Project Manager will provide both front line supervision and management of the project's accounts and operating records.

- A.** Project Management shall include but is not limited to the following:
 - 1. Contractor shall be responsible for collection of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Contractor shall submit monthly and annual NTD based reports to the City.
 - 2. Maintenance of projects accounts.
 - 3. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service.
 - 4. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the City within three (3) business days or sooner, if required.
- B.** Front line supervision shall include but is not limited to the following duties:
 - 1. Training and scheduling of all regularly assigned project personnel;
 - 2. Arranging the assignment of quality back-up personnel whenever necessary;
 - 3. Distribution and collection of operating reports.
 - 4. Daily monitoring of ridership.
 - 5. Supervision of all project staff to ensure that the quality of the services meets or exceeds the requirements of this RFP and the proposal.

6.8 VEHICLE DRIVERS

Vehicle drivers will work on a schedule that ensures a consistent and overall high quality of service. Vehicle drivers must have a valid California driver's license and endorsements of the appropriate class and Medical Examination Certificate, if required, as well as any other certificates required by applicable federal, state and local regulations.

The Contractor shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by the City upon request. It is the responsibility of the Contractor that driver's licenses and appropriate certificates are always current.

While performing their duties on the route, vehicle drivers must maintain a clean and neat appearance and must be in a uniform that displays the driver's name or identification number. The City has the right to approve or reject of the drivers' uniform to be used for this RFP. Maintenance and replacement of uniforms remains the Contractor's responsibility.

6.9 FEDERAL DRUG AND ALCOHOL REGULATIONS

Contractor hereby certifies that it will provide a drug and alcohol free workplace and shall at all times during the term of the contract, observe and comply with the U.S. Department of Transportation and Federal Transit Administration's Drug and Alcohol testing regulations.

Contractor should establish and maintain a drug and alcohol policy to assure employee fitness for duty and to protect employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and the use of prohibited drugs. The policy shall comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They shall include the regulations promulgated by the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) , and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). The Policy shall incorporate the requirements of the above regulations for safety-sensitive employees.

Contractor must submit its drug and alcohol testing policy to the City.

The City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems reports during the term of the contract.

- Contractor shall submit to the City all required drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than **February 15th** of each year following the close of the previous calendar year.
- Contractor shall also provide DOT certifications from collection site for urine specimen collectors, B.A.T. (Breath Alcohol Technician), S.T.T. (Screening Test Technician), M.R.O. (Medical Review Officer), and S.A.P. (Substance Abuse Professionals) annually. Please mail reports to:

City of Montebello
Transportation Department
400 South Taylor Avenue
Montebello, CA 90640
Attn: Drug and Alcohol Program Manager

Contractor shall provide the City or its designee with quarterly drug and alcohol testing reports using the applicable forms required by the FTA. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter, as described below. Continued payment of Contractor invoices by City is contingent upon Contractor submission of the required reports on a timely basis and compliance with DOT and FTA mandated rules.

Quarterly Drug and Alcohol Reporting

1 st Quarter	Jan Feb Mar
2 nd Quarter	Apr May Jun
3 rd Quarter	Jul Aug Sept
4 th Quarter	Oct Nov Dec

Submit By:

April 15 th
July 15 th
October 15 th
January 15 th

The Project Manager for the Contractor shall be responsible for the ongoing monitoring of Contractor compliance with DOT and FTA regulations, including ensuring that the quarterly and annual reports, as described above, are submitted on time.

The City reserves the right to audit the Contractor's compliance on an annual basis by designated City staff or designee which may include site visits and mock collections, and report findings to the Director of Transportation and Project Manager responsible for the contract.

6.10 TRAINING

The Contractor shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements, route and schedule orientation, and on-time performance prior to permitting any driver to operate any vehicle in service. The Contractor shall also provide an on-going safety program to ensure a safe operating environment. Vehicle drivers must be trained in all operational procedures relating to the system.

Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service. Due to the importance of customer relations training for drivers, Contractors must provide a detailed description of their driver training program, including customer service training. The Contractor shall describe how it will maintain a driver sensitivity and empathy-training program directed towards the needs of disabled passengers in compliance with the Americans with Disabilities Act (ADA). The Contractor shall also describe its training and communication program for dealing with passenger disturbances. The amount of time dedicated to each aspect of the Contractor's drivers training program should also be discussed.

The Contractor shall be required to have an on-going driver training program. The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Contractor shall be required to pre-plan a training schedule on an annual basis. A written training schedule with specific topics and objectives will be submitted to the City upon request. The Contractors may also be required to hold training that may be pertinent to the issue at the time.

6.11 SERVICE VEHICLES

Service vehicles should be 21 passenger vans or equivalent and ADA compliant with wheelchair accessibility. Alternative fuel vehicles are preferred but not required. Vehicles used for this service must meet all air quality regulatory requirements set by the California Air Resource Board and the South Cost Air Quality Management District (SCAQMD) for current standards. Vehicles that require the use of diesel fuel will not be considered.

Service vehicles must be of a solid white exterior color, display the Montebello Link design and the Contractor's name as approved by the City prior to beginning service operation. Any changes or modifications to the exterior design must be approved by the City in advance.

The Contractor will be responsible to ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. When not in service, all vehicles will be stored in a secure area. The number of vehicles to be provided in this project is five (5) plus one (1) spare.

The Contractor shall maintain all in-service and spare vehicles provided as part of this project.

6.12 COMMUNICATION SYSTEM

The Contractor shall provide a radio communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service calls. The system may be of the Contractor's choice, but must include the necessary performance elements of the system.

6.13 VEHICLE CONDITION

The Contractor shall maintain all vehicles and vehicle equipment in excellent working condition both operationally and in appearance.

6.14 APPLICABLE CODES AND REGULATIONS

All vehicles required to be utilized for this proposal shall be safe for operation on public streets over the term of the project, and meet all requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the California Highway Patrol as it pertains to the California Code of Regulations Title 13. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

The Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the Contractor proposes to use or subsequently utilizes which the City deems unacceptable.

6.15 OPERATING PERFORMANCE STANDARDS

The Contractor will be held responsible for project management according to specified operating procedures. The City may establish additional rules that are reasonable for operation of this service after consultation with the Contractor. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to the City. Proposers shall discuss in the proposal their proposed operational plan for maintaining on-time performance. Contractor shall also discuss in their proposal their proposed operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to the City.

Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to the City.

Procedures shall be establish instructing drivers, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to the City. Contractor shall discuss their plan for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, driver courtesy, etc. Proposers shall discuss any plans to sub-contract with an independent firm to assist in project monitoring.

6.16 PERSONNEL PERFORMANCE STANDARDS

The proposal shall describe how the performance of the drivers and supervisory personnel will be monitored and evaluated. If the project manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.

Regularly assigned drivers or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the service system design, including the routing and stops, schedules, and ADA requirements. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

6.17 CONTRACTOR REPORTS

The City is requiring that the Contractor provide an extensive amount of data reporting which will serve as a database to monitor and evaluate productivity of the service and the performance of the contractor. The success of the City's Contractor performance evaluation program is dependent upon the timely and accurate reporting of essential operating and maintenance

information by the Contractor. The Contractor, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

A. Ridership Report

A monthly trip report shall be prepared by the Contractor and submitted to the City within ten (10) working days after the end of the month, which contains daily ridership, service hours, and other desired operation information, by route. A service map should be included as reference.

B. Road Call/Missed Trip/Incidents Report

A Monthly Summary of Road Calls/Missed Trips/Incidents Report shall also be submitted to the City within ten (10) working days after the end of each month, which summarizes the information on the daily reports during each month.

C. Preventive Maintenance Report

A Monthly Preventive Maintenance (PM) Report shall be submitted to the City within ten (10) working days after the end of each month indicating the date and mileage when the last PM was performed for each vehicle. This report shall match the Contractor's maintenance records, and will be audited by the City.

D. Accident Report

An accident report shall be delivered to the City within 24 hours of each accident. Any major accident involving injuries or significant damage to servicing vehicles shall be immediately reported to the City. If any service is missed as a result of an accident, a Road Calls/Missed Trips/Incidents Report must also be completed.

E. Passenger Comment Report

Service vehicles shall clearly display information directing passengers who wish to place a customer comment to the City's designated phone line or email address. Information shall be installed at a place approved by the City.

In addition, any customer comments received by the contractor shall be submitted on a Passenger Comment Report including all corrective action taken to address the matter. This report shall be completed by the Contractor regardless of whether the comment (verbal or written) was received directly by the Contractor, or was forwarded to the Contractor via the City. The Contractor is required to respond to the comment within three (3) business days after receipt of the comment. A monthly summary report shall be completed by the Contractor and submitted to the City within ten (10) working days after the end of each month.

F. On-Time Performance Report

The Contractor is required to monitor and document the on-time performance of each service vehicle. A monthly On-Time Performance Report shall be completed by the Contractor and submitted to the City within ten (10) working days after the end of each month.

G. Operating Performance Penalties

The City shall monitor the project shuttle service in order to assess the performance of the Contractor in delivering the service. The monitoring activities shall include, but not be limited to, vehicle cleanliness, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and unsafe operations of

the vehicle. The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Performance Penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three passengers; or 3) City staff. The City reserves the right to modify these performance criteria, as necessary.

1. Late Trips

If a shuttle arrives after the PM departure of designated train or arrives five (5) minutes late after the AM arrival of designated train at the Metrolink Station, performance penalties of \$50 per vehicle incident will be assessed.

2. Missed Trips

If a shuttle is not able to complete its trip for a non-emergency reason, performance penalties of \$100 per missed trip will be assessed.

3. Submission of Reports

The Contractor shall submit timely, accurate and completed reports as specified by the City. Failure to do so shall result in performance penalties of \$25 per day for each day a report is due. Failure to submit annual performance reports for regulatory compliance may be cause for contract termination.

4. Falsify or Non-Submittal of Reports

If the City determines that a Contractor has intentionally not submitted a required report to the City on schedule, or has submitted inaccurate information to the City in order to avoid performance penalties, performance penalties of \$500 will be assessed and the contract may be cause for contract termination.

5. Heating and Air Conditioning Performance

The Contractor shall ensure all vehicles have operating heating and air conditioning units prior to start of shuttle service each day. Failure to have a functioning air and heating unit during service will result in performance penalties of \$50 per incident.

6. Driver Courtesy

If driver is reported for verified discourteous or rude behavior or refusing to operate a functioning wheelchair lift, performance penalties of \$100 per incident will be imposed on the Contractor.

7. Passenger Comment Cards

The Contractor shall ensure that at least five (5) passenger comment cards are available on each vehicle during daily shuttle service. Failure to do so shall result in performance penalties of \$25 per shuttle per day.

8. Other Requirements

The Contractor shall be responsible for all other functions, and their cost, not specifically discussed herein but required to provide safe, reliable, legal and efficient operation of the Services.

6.18 SECURITY

The primary law enforcement agencies for security and transit-related crimes on contracted service areas are the Montebello Police Department and Los Angeles County Sheriff Department. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Contractor is responsible for timely and efficient communication with law enforcement agencies, as well as the City. Security expenses of any type incurred by the contractor are considered as a cost of doing business and shall not be eligible for reimbursement under the contract.

6.19 CITY'S PROJECT MANAGER RESPONSIBILITIES

The City's Project Manager or designee will monitor the Contractor's day-to-day operation to ensure compliance with Scope of Work requirements.

SECTION 7 CONTRACT (DRAFT)

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

METROLINK RAIL FEEDER SHUTTLE SERVICE

RFP NO. 19-41

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this [day] day of [Month], 20[Year] ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and [Contractor] a [Insert Contractor description], as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

- A.** AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B.** CONTRACTOR is a corporation duly-organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.
- C.** AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the Metrolink Rail Feeder Shuttle Service Project ("Project") as further described in Request for Proposal ("RFP") NO. 19-41.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

- A.** This Agreement, including any and all addenda or supplemental agreements.
- B.** RFP NO. 19-41

- C. Proposal referenced as Best and Final Offer received by successful proposer.
- D. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other contractors engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. [Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.]

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated _____ ("Compensation"), attached hereto as Exhibit "[]" and incorporated by this reference. The Compensation shall not exceed the sum of _____, and such sum shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

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 aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

It is mutually understood and agreed by and between the Parties to the Agreement that time is of the essence with respect to the completion of the Project and that in case of any failure on the part of the CONTRACTOR to complete all tasks and items within the time specified in the _____, AGENCY will be damaged thereby. Given that the amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that, in the event of CONTRACTOR's failure to complete the work in a timely manner, the amount of such damages due CITY shall be fixed at _____ (\$_____.00) per calendar day beyond the time specified in Notice to Proceed.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed

by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which the CONTRACTOR is not lawfully entitled to sell. AGENCY will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

The CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to the AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

ARTICLE X. PERS Eligibility Indemnity.

In the event that CONTRACTOR, or its employee, agent, or sub-contractor providing services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the AGENCY, CONTRACTOR shall indemnify, defend, and hold the AGENCY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the AGENCY.

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

ARTICLE XI. Insurance

- A.** Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:
- (i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
 - (ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$2,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this Services, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
 - (iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- B.** AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
- C.** All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.
- D.** All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will

not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

- E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".
- F. The CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- G. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

ARTICLE XII. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XIII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof. The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to

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

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. Dispute Resolution and Legal Remedies

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

ARTICLE XV. Sub-Contract, Assignment or Delegation

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

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

ARTICLE XVI. Non-discrimination and Equal Opportunity Employer

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

regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVII. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: Montebello Bus Lines
[TBD]
[Title]
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625

To CONTRACTOR:
[TO BE FILLED IN]

ARTICLE XVIII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by the AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XXI. Performance and Payment Bonds

CONTRACTOR shall furnish at the time of execution of the Contract, at its own expense, a Faithful Performance Bond payable to the AGENCY in the amount of one hundred percent (100%) of the full amount of the Contract as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract shall be complied with in every particular. Such performance bond shall be in effect during the full term of the Contract, until Final Acceptance.

CONTRACTOR, at its sole expense, at the time of execution of the Contract, shall deposit with the AGENCY a Labor and Materials Payment Bond issued by a surety acceptable to the AGENCY and naming the AGENCY as the sole beneficiary of an amount equal to **fifty percent (50%)** of this Contract's total price in the event CONTRACTOR fails to pay its employees, Sub-contractors, material men, or others supplying CONTRACTOR with labor or materials under this Contract. Said bond shall also require such surety to defend the AGENCY against any claims or causes of action arising out of Contractor's said failure to pay, whether such claims or actions are instituted before administrative, quasi-judicial, or judicial bodies.

Bonds must be posted with the AGENCY as follows:

Faithful Performance Bond - 100% of contract amount, submitted at execution of contract.
Labor and Materials Payment Bond - 50% of contract amount, submitted at execution of contract.

Only bonds issued by companies which are rated "A-" or better in the "Best Rating Guide," "The Best Key Rating Guide to Property Casualty Companies," and/or rated in the "Federal Register Circular 570," 1984 Revision (or most recent addition) will be accepted. Failure to submit acceptable bonds will be cause of rejection of bid.

Attorneys-in-fact who sign bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

ARTICLE XXII. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

The initial term of this agreement shall be for three (3) years with an option for three (3) annual renewals of one (1) year each; upon mutual consent of the parties.

This agreement may be extended provided that terms and conditions remain the same or as mutually agreed upon by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

("CONTRACTOR")

Jack Hadjinian, Mayor

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION 8 FORMS AND CERTIFICATIONS SUBMITTAL REQUIREMENTS

The following forms indicated by asterisk (*) must be completed by the prime bidder and accompany all bids in order to be considered for award; the following forms not marked by asterisk are to be submitted at the time set in the bid documents:

<u>Attachment</u>	<u>Name of Form</u>	<u>Referenced in Section</u>
*Appendix A	Cost Proposal	4.1C
*A	References	3.15
*B	Receipt of Addenda Form	2.7
*C	Proposers Information, Qualification Certification (2 pages)	3.15
*D	Bidder's List of Participating Firms	3.22
*E	Ineligible Contractors (Prime) Debarment	3.12
*F	Ineligible Contractors (Sub) Debarment	3.12
*G	Non-Collusion Affidavit of Prime Bidder	3.12
*H	Non-Collusion Affidavit of Sub-Contractor	3.12
*I	Certification of Drug-Free Workplace	3.20
*	Copy Contractors Drug-Free Workplace Policy	3.20
	Product Evaluation Questionnaire (form available upon request)	3.8

The following forms/requirements are to be provided only by the successful bidder:

	Insurance	3.14
	Faithful Performance Bond	3.1
	Labor and Materials Payment Bond	3.1

Reproduce forms as needed.

REFERENCES

Provide at least three (3) agencies for which BIDDER has performed similar work within the past five years.

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work: _____

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work: _____

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work: _____

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work: _____

RECEIPT OF ADDENDA FORM

The PROPOSER acknowledges the receipt and incorporation of the following addenda into the Request for Proposal.

PROPOSER NAME: _____

BUSINESS ADDRESS: _____

<u>Addenda #</u>	<u>Issue Date</u>	<u>Receipt Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

PROPOSER Name _____

Business Address _____

Phone (____) _____ FAX (____) _____

Name of Project Manager _____

Business License No. _____

Original Date Issued _____ Expiration Date _____

The following are the names, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest in this proposal:

.....

Indicate Date and Location of incorporation: _____

How many years have you been engaged in the contracting business under your present firm or trade name? _____

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Date	Principal Name
_____	_____
_____	_____
_____	_____
_____	_____

All current and prior DBAs, alias, and /or fictitious business names for any principal having an interest in this proposal are as follows:

.....

Has your present organization ever failed to complete any work awarded to it?
 If yes, state when, where, and why.

Yes ☐ No ☐

.....

Has your present organization ever defaulted on a contract?
 If yes, state when, where, and why.

Yes ☐ No ☐

.....

Indicate the name and address and phone number of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Credit available: \$

Will you fill out a detailed financial statement and furnish any other information that may be required by the state of California? _____ Yes _____ No

Employer Identification Number (Treasurer's Number):

CERTIFICATION

In WITNESS WHEREOF, PROPOSER certifies that the foregoing is true and correct; and executes and submits this proposal this _____ day of _____, 20_____.

PROPOSER: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

Signed _____

Title _____

My Commission expires

BIDDERS LIST OF PARTICIPATING FIRMS

Bidder/Proposer shall submit with bid/proposal the following information for all participating firms:

Prime Contractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Contract \$ _____	By (Agency) _____
Describe Work _____	

Sub-Contractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	by (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	by (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

(Copy for additional Sub-contractors as needed)
PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Prime)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller
General's list of debarred firms.

_____ does appear on the U.S. Comptroller General's
list of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Sub)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's list of debarred firms.

_____ does appear on the U.S. Comptroller General's list of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the
(owner, partner, officer, representative, or agent)
Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title:

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signed _____

Title _____

My Commission expires _____

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the
(owner, partner, officer, representative, or agent)
Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title:

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signed _____

Title _____

My Commission expires _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I, _____, hereby certify on behalf of
(Name of authorized official)

_____ that:
(Name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. **Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.**

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and:
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20_____

By _____
(Signature of Authorize Official)

(Title of Authorized Official)

FAITHFUL PERFORMANCE BOND
CITY OF MONTEBELLO
FOR
METROLINK RAIL FEEDER SHUTTLE SERVICE
RFP NO. 19-41

KNOW ALL MEN BY THESE PRESENTS that _____ as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Montebello, as CITY, in the penal sum of _____ Dollars (\$ _____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with the CITY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the Contract Documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the CITY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR *

SURETY *

Subscribed and sworn on this _____ day of _____, 20____.

NOTARY PUBLIC

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

LABOR AND MATERIALS PAYMENT BOND
CITY OF MONTEBELLO
FOR
METROLINK RAIL FEEDER SHUTTLE SERVICE
RFP NO. 19-41

KNOW ALL MEN BY THESE PRESENTS that _____
as CONTRACTOR, and _____ as
SURETY, are held and firmly bound unto the City of Montebello, as CITY, in the penal sum of
_____ Dollars (\$_____), which is Fifty percent (50%) of the
total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and
SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded
and is about to enter into the annexed Contract Agreement with the CITY for the above stated project, if
CONTRACTOR or any sub-contractor fails to pay for any labor or material of any kind used in the
performance of the work to be done under said contract, or fails to submit amounts due under the State
Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not
exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file
claims under the State Code of Civil Procedures; provided that any alterations in the work to be done,
materials to be furnished, or time for completion made pursuant to the terms of the Contract Documents
shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of
_____, 20____.

CONTRACTOR* _____

SURETY * _____

Subscribed and sworn on this _____ day of _____, 20____.

NOTARYPUBLIC _____

*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and
telephone number of authorized representative.

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SECTION 10 APPENDICES

Appendix A: Cost Proposal

Appendix B: Metrolink Train Service Schedule

Appendix C: Annual Service Miles and Passenger Count

Cost Proposal

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals (Section 4.1C4).

The initial term of this agreement shall be for three (3) years with an option for three (3) annual renewals of one (1) year each; upon mutual consent of the parties (Ref Section 3.7). Cost evaluation will be based upon the first three (3) years.

Cost Allocation Formula: Reference Section 6.3

5 Vehicles X 6 hours per day X 261 days per year = 7650 hours per year

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1. Estimated Annual Hours	7650	7650	7650	7650	7650	7650

2. Hourly Rate	_____	_____	_____	_____	_____	_____
-----------------------	-------	-------	-------	-------	-------	-------

TOTAL Annual Cost (1X2)	_____	_____	_____	_____	_____	_____
--------------------------------	-------	-------	-------	-------	-------	-------

OPTIONAL – ADDITIONAL HOURS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Regular Hourly Rate	_____	_____	_____	_____	_____	_____
Overtime Hourly Rate	_____	_____	_____	_____	_____	_____

Name of Company: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Email:** _____

Submitted By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Metrolink Train Service Schedule 2018**Riverside to Los Angeles – Monday through Friday**

Train	#1	#2	#3	#4
	401	403	405	407
Arrival Times	am	am	am	am
Montebello/Commerce	5:46	6:46	7:16	7:52

Los Angeles to Riverside – Monday through Friday

Train	#1	#2	#3	#4	
	404	406	408	410	
Departure Times	pm	pm	pm	pm	
Montebello/Commerce	4:32	5:12	5:42	6:17	

Annual Service Miles and Passenger Count

	Fiscal Year 2017/2018											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	5,667	6,459	5,594	6,259	5,667	5,530	6,559	5,418	6,016	5,515	5,769	5,183
Vehicle Service Miles	2,677	3,201	2,787	3,295	2,956	2,927	3,185	2,946	3,321	3,181	3,272	2,952
Vehicle Service Hours	262	305	266	301	272	266	298	261	291	275	299	272
	Fiscal Year 2016/2017											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	6,007	6,472	6,838	6,593	6,435	5,929	6,641	6,085	7,016	6,082	6,897	6,671
Vehicle Service Miles	2,893	2,936	2,989	3,036	2,907	2,853	2,976	2,716	3,186	2,692	3,061	2,990
Vehicle Service Hours	264	286	284	291	278	289	297	275	311	263	301	295
	Fiscal Year 2015/2016											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	7,366	7,094	7,416	7,705	6,543	6,596	6,729	6,908	7,655	6,669	6,864	6,885
Vehicle Service Miles	3,342	3,075	2,965	3,150	2,765	2,956	2,765	2,968	3,312	2,963	2,981	3,153
Vehicle Service Hours	286	292	281	298	263	274	261	282	311	299	287	292

**CITY OF MONTEBELLO
AMENDMENT NO. 2
TO AGREEMENT NO. 3698
WITH PCAM, LLC dba PARKING COMPANY OF AMERICA**

This Amendment No. 2 to Agreement No. 3698 ("**Amendment No. 2**") is made and entered into as of the 8th day of January 2025 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and PCAM, LLC dba Parking Company of America, a corporation duly organized and existing under the law of the State of California, ("**Contractor**"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, **City** and **Contractor** are Parties to that certain Contract Agreement No. 3698 to provide equipment, goods, and services necessary for the Metrolink Rail Feeder Shuttle Services with an "Effective Date" of October 10, 2019 ("Agreement"), pursuant to which the **City** contracted with **Contractor** to provide services as defined in the Agreement; and

WHEREAS, Article XXI ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, per Article III ("Term") the Agreement commenced on the Effective Date and is valid for an initial three-year (3-year) term, with options to renew for up to three (3), additional, one-year terms; and

WHEREAS, during fiscal year 2023-2024, the Parties exercised their right to extend the Agreement for the first and second year of the three (3) additional one-year terms ("Amendment No. 1"); and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire amend the Agreement once more as authorized by Article XXI, and to memorialize the option to extend the Agreement for the third year of the three (3) additional one-year terms; and

AMENDMENT NO. 2 TO AGREEMENT NO. 3698

Page 2 of 4

WHEREAS, to exercise the option to extend the Agreement for the third year of the three (3) additional one-year terms, an amendment to Article IIIA "Term" and Article IV "Compensation" (further defined below) provisions of the Agreement is required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this **Amendment No. 2**, the Parties hereto agree to extend the term for the third year of the three (3) additional one-year terms of the Agreement from October 10, 2024, to October 9, 2025, as authorized under Article III of the Agreement.

SECTION 3: AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the term extension of the Agreement as set forth in Section 2 (above), for the third year of the three (3) additional one-year terms as follows:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 2** shall not exceed the annual amount of **Five Hundred Thirty - Six Thousand, One-Hundred and Twelve Dollars (\$536,112)**. Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **City** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by **City**. Said compensation of the **Amendment No. 2** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

AMENDMENT NO. 2 TO AGREEMENT NO. 3698

Page 3 of 4

SECTION 4. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 2** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

SECTION 5. COUNTERPARTS. This **Amendment No. 2** may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[End of Amendment No. 2]

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 2 TO AGREEMENT NO. 3698

Page 4 of 4

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 2** to Agreement No. 3698 to provide equipment, goods, and services necessary for the Metrolink Rail Feeder Shuttle Services as of the day and year first above written.

("CITY")

CITY OF MONTEBELLO

("VENDOR")

**PCAM, LLC dba Parking Company
of America**, a California Company

Raul Alvarez, City Manager

Federal Tax Identification
No. _____

DATE _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: ACCEPTANCE OF THE BELLA VERDE DRIVE PAVEMENT
REHABILITATION PROJECT (CP NO. 918) – NOTICE OF
COMPLETION**

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Bella Verde Drive Pavement Rehabilitation Project (CP No. 918) as completed by Copp Construction, Inc. and,
2. Approve the final contract amount with Copp Construction Inc. in the amount of \$1,010,979 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment (\$50,549) due to Copp Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget, as detailed in Attachment A, indicates that the City Council previously approved a project budget of \$1,011,837 -- including change orders -- for the Bella Verde Drive payment rehabilitation project (CP No. 918). Additionally, Attachment A shows total expenditures for the project amounting to \$1,010,979. This leaves a remaining funding balance of \$858, which is available for reprogramming.

BACKGROUND/DISCUSSION:

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Page 2 of 2

On September 11, 2024, the City Council awarded a construction contract to Copp Contracting, Inc. for an amount not to exceed \$919,852. They also authorized the Director of Public Works to review and approve change orders within a 10% contingency (\$91,985) of the contract amount for the Bella Verde Drive Pavement Rehabilitation Project (CP No. 918). This project involved paving the roadway segments west of Garfield Avenue to the Quiet Cannon.

The project was deemed to be substantially completed on December 20, 2024. AIM Consulting Services, the construction management company overseeing and inspecting the project, provided daily inspection reports and determined that the project was completed satisfactorily and in compliance with the contract specifications.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the Los Angeles County Registrar-Recorder for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County, the City will release all applicable bonds and release the retention if no Stop Notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed and approve the final Project budget (\$1,011,837) and expenditures (\$1,010,979), including change orders; and authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and authorize the City Manager to release the retention payment due to Copp Contracting, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Total Project Budget and Expenses
2. Attachment B - Notice of Completion

ATTACHMENT A**BELLA VERDE DRIVE PAVEMENT REHABILITATION PROJECT
C.P. NO. 918****FINAL TOTAL PROJECT BUDGET**

Project Expenses	Final Cost
Invoice No. 1	\$ 701,243.02
Invoice No. 2	\$ 259,186.59
Retention Payment	\$ 50,548.94
Total Project Cost:	\$ 1,010,978.55

Authorized Project Budget (Gas Tax - Fund 200)	Budget Amount
Original Construction Contract (Copp Contracting Inc.) - Awarded 9/11/24	\$ 919,852.00
Construction Contingency (10%) (Approved 9/11/24)	\$ 91,985.00
Total Project Budget:	\$ 1,011,837.00

Note: The project was completed \$858.45 under budget and this amount will be made available for re-programming.

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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



ITEM # 14

**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: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4272 TO MR. C'S TOWING, INC. TO PROVIDE POLICE TOWING SERVICES**

DATE: January 8, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4272 for Police Towing Services to Mr. C's Towing Inc. in accordance with Request for Proposals (RFP) No. 25-07; and
2. Authorize the City Manager to negotiate the final terms and execute the Professional Services Agreement on behalf of the City.

FISCAL IMPACT:

The rates to be charged by the vendor are included in Attachment A of Professional Services Agreement No. 4272. Funding for these services has been included in the Police Department's Fiscal Year 2024-25 budget. Therefore, no budget amendment is needed as part of the agreement award actions.

BACKGROUND/DISCUSSION:

The Montebello Police Department routinely deals with situations that require the towing and storage (impound) of vehicles, including but not limited to; investigations, traffic collisions, traffic enforcement, parking violations, and safekeeping. In order to ensure an orderly storage of impounded vehicles, the City of Montebello is required to procure towing services with a reputable vendor that can meet the needs of the community.

On September 26, 2024, the City released Request for Proposals (RFP) No. 25-07 for

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Police Towing and Vehicle Storage Services, with a deadline of October 28, 2024 to submit proposals. In total, four vendors submitted proposals by the aforementioned deadline.

Staff has evaluated the four proposals using the following criteria that was included in RFP No. 25-07:

- Thoroughness and understanding of the tasks to be completed
- Background and experience
- Knowledge of the City of Montebello
- Experience of personnel assigned to the work
- Positive Reference Checks
- Work Samples
- Proposed fees for services

Based on the evaluation, below is final scoring for each proposal submitted:

Evaluators	Citywide Towing, Inc	F&G Towing Inc	Mr. C's Towing	On Star Towing Recovery
Evaluator # 1	80	70	90	50
Evaluator # 2	92	89	94	89
Evaluator # 3	89	87	93	70
	87	82	92.3	69.7
	2	3	1	4

Staff has reviewed the proposal submitted by Mr. C's Towing Inc, and has determined the proposal meets or exceeds the services and standards desired by the City as outlined in RFP No. 25-07.

Specifically, Mr. C's Towing Inc. is a local towing company with extensive experience in the region. Notably, Mr. C's Towing Inc. has a storage facility within 12 miles of the City limits that is secure and environmentally safe with an operational spill plan. The impound lot is fully fenced (higher than 6 ft.), and secured, accessible by a solid metal electric gate for security. The property is equipped with exterior LED lighting as well as digital video monitoring/recording equipment (18 cameras in the yard, 4 in the office), with a recording capacity up to 45 days, for additional security. Additionally, the facility is staffed 24 hours per day, 7 days per week, 365 days every year so that any unauthorized entry or attempt to enter the premises can be immediately detected.

The impound lot is approximately 130,680 square feet, capable of holding 895 vehicles, with accessibility and ability to prevent damage to such vehicles. Also on the premises is an enclosed warehouse, approximately 20,000 square feet, within which is an enclosed,

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 8, 2025

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locked evidence cage, the latter of which is capable of holding approximately 10 vehicles, ordered to be impounded by the Police Department for involvement in the commission of crimes or as evidence. Additional holding space, if needed, is available within the warehouse and will hold at least 30 cars/trucks.

There is designated parking on the property for law enforcement officers. The Facility can maintain an inventory of tires provided by the Police Department/City for police vehicles, which are available for changing by facility personnel.

Overall, staff believes Mr. C's Towing Inc. fully meets the requirements of RFP No. 25-07. For this reason, staff recommends the agreement for towing services be awarded to Mr. C's Towing Inc. for a term of three (3) years with an option for two, (1) one-year extensions.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve awarding Professional Services Agreement No. 4272 for towing services to Mr. C.'s Towing Inc. in substantially the form as presented. Upon City Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4272 - Mr. C's Towing

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4272
VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT
(Parties: City of Montebello and Mr. C's Towing Inc.)**

THIS VEHICLE TOWING SECURED STORAGE SERVICES AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 2025 (the "Effective Date") by and between the City of Montebello, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and Mr. C's Towing Inc., a Towing Services Provider corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY desires to engage the services of Mr. C's Towing Inc. vehicle towing company as an independent contractor for the purposes of satisfying the vehicle towing and secured storage needs of the Montebello Police Department ("MPD") for third-party vehicles designated for towing and impound by the MPD pursuant to Vehicle Code Sections 14602.6 and 14607.6 or which otherwise come into the possession and control of the MPD in the course of the MPD's law enforcement and public safety operations; and

WHEREAS, CITY solicited proposals from qualified vehicle towing companies which included, but was not limited to, CONTRACTOR; and

WHEREAS, based on CONTRACTOR's qualifications and experience, it was determined by CITY that CONTRACTOR offers an optimal combination of qualities that provide the CITY with the best value for the services required; and

WHEREAS, this AGREEMENT applies only to vehicles towed and/or stored at the request of the City Manager, Chief of Police and/or their designee, or any other CITY personnel authorized by law or by the CITY; and

WHEREAS, the Montebello City Council ("City Council"), at a regularly scheduled City Council meeting approved the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, CITY and CONTRACTOR agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS; DEFINITIONS

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

- a. The City of Montebello RFP 25-7.
- b. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- c. The Response to Request for Proposal submitted by Mr. C's dated November 1, 2024.

PROFESSIONAL SERVICES AGREEMENT NO. 4272

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- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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.

- A. The term "CITY" shall refer to the City of Montebello, and its duly authorized employees, agents, assignees, or designees.
- B. The term "CONTRACTOR" shall refer to Mr. C's Towing Inc. and its duly authorized employees, agents, assignees, or designees.
- C. The term "AGREEMENT" shall refer to the Vehicle Tow Service Franchise Agreement entered into by and between the CITY and CONTRACTOR.
- D. The term "POLICE DEPARTMENT" shall refer to the CITY's Police Department.
- E. The term "CONTRACT ADMINISTRATOR" shall refer to the Chief of Police or his/her designee.
- F. The term "VEHICLE CODE" shall refer to the State of California Vehicle Code.

SECTION 2. SCOPE OF WORK, TERM OF AGREEMENT AND OPTION TO RENEW

- A. Except as otherwise provided elsewhere in this AGREEMENT, CONTRACTOR agrees to perform all of the services and tasks set forth in the certain proposal entitled CITY OF MONTEBELLO REQUEST FOR PROPOSALS RFP 25-07 TOWING SERVICES and dated September 26, 2024 which is attached and incorporated hereto as Exhibit A (hereinafter, the "Approved Scope of Work").
- B. The initial term of this AGREEMENT shall be for a total period of five (5) years commencing from the Effective Date (hereinafter, the "Term").
- C. The Term may be extended for a maximum of two (one year) extension terms at the option of the CITY, provided that CITY provides the CONTRACTOR with written notice of CITY's intent to exercise CITY's options to extend the term of the AGREEMENT no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its options to extend this AGREEMENT, all terms, conditions, and provisions of this AGREEMENT shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto. The grant of an extension must be provided in writing and signed by both the City Manager and City's Police Chief.

SECTION 3. SUMS PAYABLE TO CITY

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- A. CONTRACTOR hereby agrees to pay to CITY that amount of fees in accordance with VEHICLE CODE Section 12110 which provides that *"a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . shall not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."*
- B. The Towing Service Provider shall collect all fees imposed by the City upon vehicles that the City causes to be towed, stored, or impounded. This money shall be paid to the City on a monthly basis.
- C. Except as otherwise provided herein, CONTRACTOR shall pay to CITY Franchise fees due the City under this AGREEMENT shall be based on the number of vehicles towed and/or impounded by the Towing Service Provider each month, pursuant to VEHICLE CODE Sections 14602.6 and 14607.7 or which otherwise come into the possession and control of the MPD in the course of its law enforcement and public safety operations. The Franchise Fee that will be in effect during the term of this AGREEMENT is 14% of the tow provider's gross receipts. The parties acknowledge, understand and agree that the 14% franchise fee represents a reasonable estimate of the actual and reasonable costs incurred by CITY per vehicle with respect to the performance of the tasks required to administer and enforce CITY's vehicle towing program and effort.
- D. Within fifty (15) days from the conclusion of each month, CONTRACTOR shall remit all sums owed to CITY for vehicles referred to CONTRACTOR by CITY for towing and/or storage during the recently concluded month.
- E. All payments made pursuant to this AGREEMENT shall be made payable to the "City of Montebello" and directed to the attention of the FINANCE DEPARTMENT and shall not be made contingent on any payments due or paid to CONTRACTOR for the actual tow and/or storage of any vehicles. With regard to vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, the actual source of storage fee payments shall have no bearing on CONTRACTOR's duty to pay CITY under this AGREEMENT and shall include proceeds that CONTRACTOR may receive from an auction or other sale of a forfeited vehicle.
- F. If the deadline falls on a day in which the City is closed for business the deadline shall extended to close of business of the next day immediately following in which the City is open for business.
- G. In the event CONTRACTOR fails to timely pay any sums due the CITY, such failure shall constitute a default under this AGREEMENT and such default must be cured within the applicable cure period set forth under Section 6, below. In addition, CITY will assess a late fee of one-thousand dollars (\$1,000) which shall become immediately due and payable along with the delinquent sums. If all outstanding delinquent sums, as well as the late fee, remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law, whichever is greater.

- H. In addition to the late fees and interest accrual set forth above, failure to timely remit payments due the CITY shall constitute cause for the immediate suspension and/or termination of this AGREEMENT as provided under Section 6, below.
- I. CONTRACTOR shall be required to maintain a business license with the CITY at all times during the term of this AGREEMENT and any extension term and the duty to pay any and all business license taxes due the CITY for CONTRACTOR's business activities. CONTRACTOR's failure to maintain a business license and/or pay any and all business license taxes shall also constitute grounds from the suspension and/or termination of this AGREEMENT and CONTRACTOR acknowledges, understands and agrees that it shall also be responsible for the payment of any fines, penalties and/or later charges due under the Montebello Municipal Code arising out of its failure to maintain a business license and/or pay any and all business license taxes.

**SECTION 4. RATES FEES AND OTHER CHARGES CHARGED BY CONTRACTOR
TO VEHICLE OWNERS**

- A. Correspondence with California Highway Patrol (CHP) Approved Rates, Fees and Other Charges: With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this AGREEMENT for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release at rate levels or in amounts that exceed those expressly approved by the CHP for the tow district that includes the territorial boundaries of the City of Montebello. CONTRACTOR shall have an ongoing duty and responsibility to ensure that the CITY is provided with a complete and up-to-date schedule of rates, fees and other charges as approved by the CHP along with true and correct documentation demonstrating that any and all rates, fees or other charges imposed by the CONTRACTOR have been approved by the CHP before being put into effect. Not less than fifteen (15) days prior to putting any new, increased or otherwise adjusted rate, fee or other charge into effect, CONTRACTOR shall provide CITY with notice that it has been approved by the CHP along with documentation evidencing such approval. The approved CHP rates are set forth on page 7 of the CONTRACTOR's Response to Request for Proposal submitted by Mr. C's dated November 1, 2024.
- B. The previous paragraph notwithstanding, even when tow and storage services are specifically requested by CITY, CONTRACTOR acknowledges that it shall charge vehicle owners only for its tow and storage services incurred pursuant to the terms and provisions of this AGREEMENT. At no time shall CONTRACTOR hold CITY liable for any tow or storage services incurred pursuant to and during the term of this AGREEMENT even when such services are requested by CITY. It is specifically acknowledged by CONTRACTOR that the vehicle owner or other identified party shall be solely responsible for such charges.
- C. Storage shall commence at the time the vehicle arrives at the Towing Service Provider's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day. All proposals shall include a true and correct of the proposer's schedule of fee, charges, deposits

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and other costs imposed upon any person whose vehicles are towed and/or stored by the proposers in the performance of this AGREEMENT. Exceptions:

- a. When a release request is made within the first "hour of storage," the storage fee shall be waived.
- b. When a release request is made within 24 hours, only one day's storage shall be charged regardless of the calendar date.
- c. When the vehicle is stored as evidence (22655.5 of the California Vehicle Code), the storage fee shall be waived up until the time the hold is released by police.

D. Posting of Rate Schedules:

- a. CONTRACTOR shall post and maintain a sign or signs which have been approved by the CONTRACT ADMINISTRATOR in a conspicuous place or places on CONTRACTOR's premises where owner re-claims his/her vehicle and in a location designated by the CONTRACT ADMINISTRATOR which gives notice of:
 - i. The approved "Rate Schedule" for tow and storage services under the AGREEMENT is as set forth on page 7 of the CONTRACTOR's Response to Request for Proposal submitted by Mr. C's dated November 1, 2024. If the approved Rate Schedule is modified or amended in accordance with subsection A., above, an updated Rate Schedule shall be posted by or before the date any adjusted rates, fees, charges, deposits or other sums charged take effect;
 - ii. The method of payment(s) which are acceptable by CONTRACTOR which include credit cards and U.S. currency;
 - iii. A written receipt shall be supplied by CONTRACTOR for the amount of payment received;
 - iv. The telephone number and address of the CONTRACT ADMINISTRATOR; and
 - v. The address where a vehicle owner may address his/her complaints regarding CONTRACTOR's tow and/or storage services.

SECTION 5. CONTRACTOR'S RESPONSIBILITIES

A. Compliance with Law:

- a. CONTRACTOR shall have and maintain throughout the entire term of this AGREEMENT a valid CITY business license and shall, at all times, keep itself fully informed of and shall, at all times, be informed of and shall comply with all Federal, State and County laws, Municipal Code provisions, Ordinances and Regulations,

and all VEHICLE CODE sections which are in force or become effective during the term of the AGREEMENT which, in any manner, affect tow services or the transport and storage of vehicles.

- b. CONTRACTOR warrants, represents and agrees that all persons seeking the release of their vehicles from CONTRACTOR shall not be subject to unlawful or arbitrary discrimination, including discrimination based upon sex, marital status, race, color, religion, ancestry, national origin, physical disability, sexual orientation and domestic partnership status and that CONTRACTOR agrees that it will conduct all its business activities pursuant to this AGREEMENT in accordance with the foregoing policy.

B. Personnel:

- a. Except as otherwise provided under the Scope of Work, CONTRACTOR shall retain an adequate number of trained and properly licensed personnel assigned to perform the work described in this AGREEMENT. All work performed by CONTRACTOR and CONTRACTOR's officers, employees and agents shall be performed in compliance with VEHICLE CODE Sections 12520 and 12804.9.

C. Notice to Vehicle Owners and/or Department of Justice:

- a. CONTRACTOR shall timely notify the registered or legal owner of all vehicles towed and/or stored pursuant to this AGREEMENT and in accordance with all relevant provisions set forth in the VEHICLE CODE.
- b. If the registered or legal owner of a vehicle is unable to be located by CONTRACTOR, then CONTRACTOR shall timely notify the Department of Justice in accordance with all relevant provisions set forth in the VEHICLE CODE.
- c. It shall be CONTRACTOR's sole and exclusive responsibility to timely notify each and every owner of vehicles towed and/or stored pursuant to this AGREEMENT of the costs incurred from its services and payable by the vehicle owner.

D. Lien Sales:

- a. In the event a vehicle is not claimed by its owner after CONTRACTOR duly notifies the registered or legal owner pursuant to the relevant provisions set forth in the VEHICLE CODE, CONTRACTOR shall be able to facilitate or conduct a lien sale pursuant to VEHICLE CODE Sections 22851 et seq.
- b. Any and all lien sales performed by CONTRACTOR shall be done in strict compliance with all applicable laws.
- c. CONTRACTOR shall indemnify, defend and hold harmless, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from any and all liability arising out of any lien sale that CONTRACTOR facilitates or conducts.

E. Towing Operations:

a. Scope of Responsibility:

It shall be CONTRACTOR's responsibility to perform the following at no cost to CITY:

i. Tow and store vehicles as requested by CITY including, but not limited to, the following:

1. Vehicles taken into custody by the POLICE DEPARTMENT;
2. Any and all CITY-owned vehicles requested to be towed and/or stored by the POLICE DEPARTMENT, including CITY owned vehicles;
3. Vehicles abandoned in public places or on public property or private property within the jurisdiction of CITY so long as requested to be towed and/or stored by the POLICE DEPARTMENT pursuant to their enforcement powers of the law;
4. Vehicles seized and impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6; and
5. When the vehicle is stored as evidence (22655.5 of the California Vehicle Code), the storage fee shall be waived up until the time the hold is released by police and

ii. Remove all debris resulting from vehicle accidents; and

iii. Perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of certain vehicles.

b. Response Time:

- i. CONTRACTOR shall respond immediately and at any and all times to requests for tow services of vehicles when such requests for tow services are made by the POLICE DEPARTMENT.
- ii. The time period within which CONTRACTOR shall respond to requests for service by the POLICE DEPARTMENT by providing a tow vehicle at the response location shall be not greater than twenty (20) minutes from the time of such requests.
- iii. Upon receiving requests for tow service by the POLICE DEPARTMENT, CONTRACTOR shall record the time such requests are made and the time at

which a tow vehicle is dispatched and maintain such record for at least six (6) months.

- vi. In the event CONTRACTOR is unable to respond to a request by the POLICE DEPARTMENT within the twenty (20) minute time period, CONTRACTOR or its dispatcher shall notify the individual requesting the tow service and inform him/her that CONTRACTOR is unable to respond timely to the request and provide the reason therefor and an estimated time for arrival.
- vii. In the event CONTRACTOR receives more than one (1) tow service request from the POLICE DEPARTMENT within the same time period, CONTRACTOR shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disabled vehicles are interrupting the flow of traffic or poses a threat to the safety of others.

c. Inventory:

- i. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by CONTRACTOR shall be completed by the POLICE DEPARTMENT prior to the time of towing and/or storing the vehicle by the CONTRACTOR. The towing operator of CONTRACTOR shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by CONTRACTOR who shall in turn give it to CONTRACTOR who shall retain it for as long as the vehicle is in CONTRACTOR's possession and control.
- ii. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by CONTRACTOR to the vehicle owner or his/her designated representative without the express written permission from the POLICE.
- iii. If at any time an item of personal property is removed from a stored vehicle and placed in another location by CONTRACTOR, CONTRACTOR shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to the POLICE DEPARTMENT.
- iv. CONTRACTOR agrees to indemnify, defend and hold harmless CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers harmless from any damage to vehicles and/or loss or damage to personal property located inside the vehicles during CONTRACTOR's custody and possession of said vehicles.

F. Storage Operations:

a. Scope of Responsibility:

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- i. CONTRACTOR shall be responsible for all vehicles and their contents stored by CONTRACTOR including, but not limited to, personal property and vehicle accessories and equipment. CONTRACTOR shall be responsible for protecting these items against loss or damage from fire, theft, weather or any other causes.
- ii. CONTRACTOR shall provide insurance coverage for any damage or loss to vehicles or personal property located inside any vehicles for the time period within which CONTRACTOR has possession of said vehicles.
- iii. All vehicles taken into custody and stored by CONTRACTOR as requested by the CITY as a result of Police related activities shall be stored without charge or cost to the CITY including those vehicles owned by CITY.
- iv. Should any vehicles towed and/or stored by CONTRACTOR at the request of the POLICE DEPARTMENT appear suspicious due to altered license plates or vehicle identification numbers, CONTRACTOR shall immediately upon tow or storage advise the POLICE DEPARTMENT of the suspicious vehicles.
- v. CONTRACTOR shall not permit any unauthorized person(s) into the area in which vehicles, which are towed or stored pursuant to this AGREEMENT, are kept. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for any consequences resulting from the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.
- vi. CONTRACTOR shall take all actions and precautions necessary to protect all vehicles and their components such as their engines, trunks, and interior areas, from natural elements by closing the windows, doors, trunk lids, hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering.
- vii. CONTRACTOR shall park all stored and/or impounded vehicles in such a manner so as to prevent any damage to them during the movement or the parking of other vehicles.
- viii. In the event of loss or damage to a stored vehicle, its accessories and equipment, or personal property contained in the vehicle while said vehicle is in the custody of CONTRACTOR, CONTRACTOR and not CITY shall be solely and exclusively responsible to the registered or legal owner for any and all losses and/or damage.
- ix. Personal property contained in vehicles stored by CONTRACTOR shall not be disposed of to defray any charges for the towing or storage of said vehicles. In the event the owner or other responsible party of said vehicle fails to contact CONTRACTOR within thirty (30) days after the date of notice to the vehicle owner of impound or storage in accordance with the provisions of the VEHICLE CODE, the vehicle, its accessories and equipment, and personal property shall be disposed of in accordance with all State, County, and Municipal regulatory requirements.

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- x. CONTRACTOR shall comply with the requirement set forth in VEHICLE CODE Section 10652 regarding the reporting of stored vehicles in excess of thirty (30) days to the Department of Justice.
- xi. Upon the request of the vehicle owner(s) or his/her authorized representative; CONTRACTOR shall not release the vehicle and/or the owner(s) personal property without the express written consent of the POLICE DEPARTMENT.
- xii. Pursuant to a request by the vehicle owner(s) or his/her authorized representative for release of the vehicle and/or the owner(s) personal property and upon the express written consent of such release by the POLICE DEPARTMENT, CONTRACTOR shall release the vehicle and/or the owner(s) personal property at CONTRACTOR's primary storage facility during normal business hours which are between the hours of 8 a.m. to 5 p.m. Mondays through Sunday, except holidays. Said release shall be conditioned upon the showing of proof of proper identification and authority by the owner or his/her designated representative. The removal of personal property items only from a stored vehicle should be released pursuant to this provision without reference to any costs or charges pending because of the tow or storage of said vehicle.
- xiii. With regard to any and all vehicles impounded and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation, CONTRACTOR shall take all reasonable steps to safeguard and protect the vehicle and all of its contents and to take all reasonable precautions required by the POLICE DEPARTMENT to avoid damage to any evidence such as fingerprints or stains contained in or on any and all stored vehicles and their parts.
- xiv. Vehicles taken into custody and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation shall be locked securely and stored in a covered area separate from all other stored vehicles and which is protected against entry by unauthorized persons. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.

1. Storage Facilities:

- i. Except as otherwise provided in the Scope of Work: (i) all vehicles impounded or taken into custody by CITY must be stored by CONTRACTOR in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock; (ii) fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height; and (iii) the bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. All fence or wall enclosures shall be maintained in good order throughout the term of this AGREEMENT. In the event said fences or walls are damaged in any way, CONTRACTOR shall repair said fences or walls within twenty-four (24) hours from the time of the occurrence of any damage to ensure proper protection of the stored vehicles.

- ii. The CONTRACT ADMINISTRATOR or his designee reserves the right to implement and modify any security requirements should it become necessary in order to comply with local conditions.
 - iii. The CONTRACT ADMINISTRATOR or his designee reserves the right to inspect CONTRACTOR's vehicle storage facility at its sole discretion and at any time without notice to CONTRACTOR to ensure that CONTRACTOR maintains its facility in compliance with the requirements set forth herein.
 - iv. CONTRACTOR's storage facility shall comply with all zoning and other ordinance requirements of CITY.
 - v. CONTRACTOR shall provide a primary storage site within twelve (12) miles of the territorial boundaries of the CITY that shall provide enough space to maintain a capacity of one hundred (100) vehicles outside on a level and unpaved surface.
2. Storage Facility Hours of Operation:
- i. CONTRACTOR's storage facility shall be open and supervised from the hours of 8 a.m. to 5 p.m., Mondays through Sunday, except holidays, and shall have a responsible person available on an on-call basis twenty-four (24) hours per day, seven (7) days per week who is available to release vehicles or personal property to the rightful owner or the owner's representative.
3. Location and Maintenance of Premises:
- i. CONTRACTOR shall maintain and provide a place of business and primary storage facility within twelve (12) miles of the territorial boundaries of CITY, for vehicles stored pursuant to this AGREEMENT. CONTRACTOR agrees to have a tow truck stationed within the CITY's limits 24 hours a day – 7 days a week throughout the term of the Agreement.
 - ii. The primary storage facility shall be located at the same location as the business address. CONTRACTOR shall provide each and every address of any vehicle storage facilities that are located separate from CONTRACTOR'S primary place of business, and the distance from the primary place of business.
 - iii. All landscaped areas of CONTRACTOR's premises shall be maintained in a neat and orderly condition with the landscape in a healthy state and free of weeds and litter.

- iv. The unpaved storage space shall be kept free of weeds, litter, debris, and any other materials, substances, or any automotive parts unless said parts are stored as evidence for the POLICE DEPARTMENT. CONTRACTOR shall comply with all municipal laws and ordinances and avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, and County or municipal regulations.
- v. All paved surface areas of CONTRACTOR's premises shall be in good repair without broken parts, holes, potholes, or litter. Any premises used for the storage of vehicles located within the jurisdictional boundaries of CITY shall be landscaped according to CITY rules and regulations.

4. Delegate or Assign:

- i. CONTRACTOR shall give full attention to the faithful performance of the terms of this AGREEMENT. CONTRACTOR shall not assign or delegate any or all of the duties and responsibilities set forth in this AGREEMENT without the express and written prior approval by the City Council.
- ii. CONTRACTOR shall not, either legally or equitably, assign any of the monies payable to CONTRACTOR or CONTRACTOR's claims thereto under this AGREEMENT unless CONTRACTOR obtains prior written approval from the City Council.
- iii. Nothing contained in this AGREEMENT shall create any contractual relationship between the CITY and any subcontractors engaged with the CONTRACTOR.

5. Termination / Suspension of Agreement.

- i. The City may terminate this Agreement for cause subject to the provisions contained in Section 6 of this Agreement. CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6 below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for cause as provided under this Section.

SECTION 6. EVENTS OF DEFAULT; BREACH OF AGREEMENT

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or

task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6(B) and 6(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- a. Within forty-five (45) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 45-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section if the requested extended time exceeds seven (7) calendar days from the end of the initial 45-day cure period; or
- b. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement, including but not limited to, failure to make timely payment(s) as required by this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section if the requested time exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure

to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - a. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - b. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - c. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - d. CITY may exercise any other available and lawful right or remedy. CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon

a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. Should CONTRACTOR be found guilty of a criminal felony during this contract with the CITY in which brings public embarrassment to the City of Montebello, or should CONTRACTOR fail to perform any of the obligations required of CONTRACTOR within the time and in the manner provided for under this Agreement, or should CONTRACTOR violate any of the terms and conditions of the Agreement, or should CONTRACTOR fail to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this Agreement, the City may terminate this Agreement for cause.
- H. SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- I. SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.
- a. Equipment, Materials and Services:
- i. CONTRACTOR shall either possess or be able to obtain the services or use of a Class "D" tow truck at all times during the term of this AGREEMENT.
 - ii. In no case shall any tow vehicle dispatched by CONTRACTOR be rated at less than one-ton capacity. CONTRACTOR shall dispatch tow vehicles of a sufficient rated capacity in order to handle all vehicle types and sizes referenced on the "Rate Schedule." Each vehicle shall be maintained in compliance with the provisions of Sections 24605, 25253, 27700 and 27907 of the VEHICLE CODE.
 - iii. All equipment, materials, or services furnished under this AGREEMENT shall be in complete compliance with presently existing and enforceable Federal, State, County and local Municipal regulations, standards, laws, ordinances, and statutes in any manner affecting performance and pricing under this AGREEMENT.
 - iv. All equipment, materials, or services furnished under this AGREEMENT shall be in good working order and must meet or exceed specification requirements and current established noise limitations for specific equipment, materials, or services being furnished under this AGREEMENT.

- v. CONTRACTOR shall arrange with the POLICE DEPARTMENT for the inspection of any current tow vehicles and all new or replaced tow vehicles prior to placing said vehicles in service.

b. Accounting, Audits and Access and Retention of Records:

- i. CONTRACTOR shall maintain at its primary place of business any records of all services furnished under this AGREEMENT including any books, documents, papers, invoices, or other records setting forth the description of vehicles, nature of service, and time and location of tow and/or storage service calls. Such records may be inspected at any time during normal business hours by CITY. In the event CITY requests copies of such records, CONTRACTOR shall furnish the records to CITY within five (5) working days of such request.
- ii. CONTRACTOR shall also keep accurate records of all gross receipts earned as a result of the business conducted under this AGREEMENT and such records shall be provided to the CITY as part of CONTRACTOR's annual business license renewal for purposes of accurately calculating CONTRACTOR's annual business license taxes.
- iii. CONTRACTOR shall provide receipts issued to all customers and maintain all records relating to its operations including, but not limited to, receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers which shall be equipped with devices which lock in the totals. CONTRACTOR shall read and record the totals at the beginning and end of each calendar day. Such records must be available at all times and shall be subject to inspection, review, and audit during the entire term of this AGREEMENT by the CONTRACT ADMINISTRATOR, the CITY Finance Director, or his/her representative. Such audits may be conducted at the discretion of the CONTRACT ADMINISTRATOR or the Finance Director either unannounced or by appointment without the necessity of subpoena. CONTRACTOR's failure to maintain the records required by this AGREEMENT including, but not limited to, all gross receipts immediately available for audit shall be cause for immediate termination of this entire AGREEMENT by CITY without notice.
- iv. Gross receipts" is defined as all revenues received from tow and related services, storage, lien sales, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by CONTRACTOR as a result of business conducted under this AGREEMENT. All charges shown on invoices and other records are to be explicit in detail thereby explaining the reason for the amount specified therein.
- v. At the request of the POLICE DEPARTMENT, CONTRACTOR shall furnish to the POLICE DEPARTMENT, within five (5) working days of such request, a written list of all vehicles that have been towed by the CONTRACTOR under this AGREEMENT. Such list shall indicate the police case number, the date of tow, the storage location of each vehicle if applicable, dates of storage if applicable,

and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined.

- vi. CONTRACTOR shall, within twenty-four (24) hours of receipt of complaints, submit to the POLICE DEPARTMENT written notification of any complaints made to CONTRACTOR regarding the performance of its tow and storage services, or concerning the rates, charges or fees, or any claims or legal actions filed, delivered, or served upon or instituted against CONTRACTOR or any of its agents, officers or employees.
- vii. CONTRACTOR shall maintain all records referenced herein for at least three (3) years after the final payment and all other pending matters are closed. Nothing in this requirement shall be construed to diminish, in any way, CITY's right to conduct an audit pursuant to this Section.

c. Faithful Performance Bond:

Concurrent with the execution of an agreement and maintained throughout its duration, the contractor shall deposit with the Montebello City Clerk a cash deposit, irrevocable letter of credit, or other such document evidencing an irrevocable cash deposit payable to the City in the amount of twenty-five thousand dollars (\$25,000), in a form approved by the City Attorney, guaranteeing the Contractor's faithful performance of this agreement.

SECTION 7. INSURANCE REQUIREMENTS

A. DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- a. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- b. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

- c. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- B. **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- C. **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- D. **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- E. **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.
- F. **HOLD HARMLESS/INDEMNIFICATION:**
 - a. CONTRACTOR shall defend, indemnify and hold harmless CITY and CITY's elected and appointed officials, officers its officers, officials, agents, employees and volunteers (collectively, the "CITY Indemnitees") from and against any and

all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therewith), arising out of the performance of this AGREEMENT by CONTRACTOR or CONTRACTOR's officers, employees, agents, contractors or volunteers, except for any such claim arising out of the sole negligence or willful misconduct of the CITY Indemnitees.

- b. CITY does not, and shall not; waive any rights that it may have against CONTRACTOR under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this AGREEMENT. The hold harmless, indemnification and duty to defend provisions of this section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

G. INDEPENDENT CONTRACTOR:

- a. It is understood and agreed that CONTRACTOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making CONTRACTOR, or any individual whose compensation for services is paid by CONTRACTOR, an agent or employee of CITY, or authorizing CONTRACTOR to create or assume any obligation or liability for or on behalf of CITY.
- b. As an independent contractor pursuant to the terms of this AGREEMENT, CONTRACTOR shall assume all legal and financial responsibility for taxes, FICA, requirement of overtime, Workers' Compensation obligations and all other factors relating to an independent contractor, and CONTRACTOR hereby agrees to indemnify, defend, save, and hold CITY, its agents, assignees, and employees harmless from any and all loss, costs including attorney fees, and damages of any kind relating to such matters.

SECTION 8. AUTHORITY OF CITY

A. Retention of Documents by CITY:

- a. All information, documents, plans, drawings, records, or similar materials submitted to CITY in response to the Request for Proposals or as a part of this complete AGREEMENT are and shall remain irrevocably the property of CITY.

B. Contract Performance:

- a. Subject to the power and authority of CITY, as provided by law and in accordance with this AGREEMENT, CITY shall in all cases determine the quantity, quality, and acceptability of the services provided under this AGREEMENT. CITY shall decide any questions which may arise relative to the fulfillment of this AGREEMENT or to the obligations of the CONTRACTOR hereunder.

SECTION 9. RELATIONSHIP OF PARTIES

- A. It is understood and agreed that nothing in this AGREEMENT is intended, nor should be construed in any way to create or to establish the relationship of co- partners or lessor-lessee between the parties hereto. CONTRACTOR does not receive any leasehold estate or other right of possession pursuant to this AGREEMENT.

SECTION 10. NON-LIABILITY OF CONTRACTOR

- A. If performance of this AGREEMENT shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of CONTRACTOR, CONTRACTOR shall notify CITY in writing and within twenty- four (24) hours after the delay that said performance shall be delayed or suspended.
- B. Such causes of delay or suspension of performance by CONTRACTOR beyond CONTRACTOR's control may include, but are not limited to: acts of God; war; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; strikes; and unusually severe weather.
- C. CITY shall ascertain the facts and extent of such failure and, if CITY determines that the failure was occasioned by excusable causes, CITY will not claim that CONTRACTOR is in default and that this AGREEMENT has been breached.

SECTION 11. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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@montebellocity.gov

With a copy to:

City of Montebello – City Clerk's Office
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: cityclerk@montebellocity.gov

If to Consultant: Mr. C's
Attention: Jerry Brown
4421 Mason Street
South Gate, CA 90280
(323) 249-0575
Email: <mailto:> (to be provided)

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 12. ENTIRE AGREEMENT

- A. This AGREEMENT supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this AGREEMENT.
- B. This AGREEMENT contains all of the covenants and agreements between the parties with respect to the subject matter of this AGREEMENT, and each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this AGREEMENT.
- C. No agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding.

SECTION 13. INTERPRETATION

- A. This AGREEMENT was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that one of the parties was solely responsible for preparing the AGREEMENT or caused the AGREEMENT to be prepared.

SECTION 14. SEVERABILITY

- A. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this AGREEMENT and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

SECTION 15. GOVERNING LAW

- A. The validity of this AGREEMENT and any of its terms or provision, as well as the rights and duties of the parties under this AGREEMENT, shall be construed pursuant to and in accordance with California Law.

SECTION 16. VENUE

- A. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this AGREEMENT and all proceedings involving any enforcement action related to this AGREEMENT shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

SECTION 17. ATTORNEYS FEES

- A. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this AGREEMENT or as a result of any alleged breach of any provision of this AGREEMENT, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

SECTION 18. AUTHORITY

- A. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties.

SECTION 19. AMENDMENTS AND MODIFICATIONS

No amendment, modification or supplement of this AGREEMENT shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

SECTION 20. COUNTERPARTS

This AGREEMENT shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 17, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

Dated: _____

Raul Alvarez, City Manager

Attest:

Dated: _____

Christopher Jimenez, City Clerk

Approved as to Form:

Dated: _____

Arnold M. Alvarez-Glasman, City Attorney

CONTRACTOR

Mr. C's Towing, Inc.

Dated: _____

By: _____
Its: _____



ITEM # 15

**APPROVAL OF MINUTES: SEPTEMBER 25, 2024, CITY COUNCIL MEETING;
OCTOBER 9, 2024, CITY COUNCIL MEETING; OCTOBER 23, 2024, SPECIAL CITY
COUNCIL MEETING; OCTOBER 23, 2024, CITY COUNCIL MEETING; NOVEMBER
13, 2024, CITY COUNCIL MEETING; DECEMBER 5, 2024, SPECIAL CITY COUNCIL
MEETING; DECEMBER 11, 2024, CITY COUNCIL MEETING**



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 25, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Hernandez, Councilmember Torres, and Councilmember Tamayo. Councilmember Jimenez was absent. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Och, and Department Directors Cesar Roldan, Joseph Palombi, David Sosnowski, Michael Solorza, John Soria, Ramon Guerrero, and Fire Chief Pelaez.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasman announced the Closed Session Item.

PUBLIC COMMENTS 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 – 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

Mayor Peralta reconvened the meeting at 7:00 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; an order was denied, no action was taken, and nothing to further to report. est for a temporary restraining

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced the following corrections:

- Item No 12 — The attached agreement stated that the incorrect amount in the numerical figure. The term end date is also incorrect; it should be listed as June 30, 2023, not June 30, 2030.
- Staff recommends tabling Item N

CEREMONIAL ITEMS/PRESENTATIONS

2. CITIZEN OF MONTH - FRANK SALOMONE

Led by Mayor Peralta.

3. PROCESSION FOR NATIONAL NATION/A/E/X PHYSICIAN DAY

Led by Mayor Peralta.

PUBLIC COMMENT 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 session; public Hearing items do not require a speaker card.

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

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

The City Clerk's Office acknowledged 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

City Manager Alvarez announced John Soria's promotion to Director of Transit.

Director of Recreation and Community Services, David Sosnowski, announced the upcoming Heritage Festival at Montebello City Park on October 11th -13th. The Festival will include the 5k/10k run and a parade. Chief Pelaez announced the Rescue Paramedic Squad 56 Open House scheduled for Thursday, October 3, 2024.

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), "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 advisable.

Director of Planning and Community Development Josep Palombi and Assistant Director Matthew Ramos provided a brief presentation of the item. The presentation briefly explained what the new regulations,

Mayor Peralta opened the Public Hearing at 7:51 p.m.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and a speaker card is on file at the City Clerk's office. The speaker spoke in support of the item.

Mayor Peralta closed the Public Hearing at 7:52 p.m.

Councilmember Tamayo thanked the departments for collaborating on the Ordinance and establishing the Clean Task Force.

Councilmember Torres expressed support for the item, sharing the Ordinance's history and his efforts to address vacant properties. He researched other cities and consulted with staff, ensuring the updated Ordinance now addresses all concerns.

Mayor Pro Tem Melendez inquired about the fees and the outreach for the vacant properties.

Director Palombi explained the various fees enforced by the Ordinance and how the fees were established. With regard to public outreach, there will be dedicated staff to provide direct outreach to the various property owners.

Mayor Pro Tem Melendez requested a report of violations after the Ordinance had taken effect.

Mayor Peralta thanked all the departments for collaborating on the Ordinance and establishing the Clean Task Force. She further stated that she is very pleased with the Ordinance's impact, as it places responsibility on property owners. The Ordinance also enables the City to host scheduled pop-up events on vacant lots, which the Mayor supports, as it encourages small businesses to engage with the community.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed by the following vote:

MOVED: Torres	SECONDED: Melendez	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

5. **CONSIDER APPEAL OF DECISION TO REVOKE BUSINESS LICENSE NO. 1 707651 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.

Code Enforcement Manager Joseph Cota provided a brief presentation of the item.

Levon Kirakosian, the legal representative of A&T Pallets, provided a brief history of the business. He further stated that he had been hired to represent the business and address incidents that may arise. Rogelio Torres, a business owner, spoke on the history and stated that the violation had been corrected to be in compliance. He further requested that the City Council reconsider their decision to revoke the business license.

Viken Pakradouni, the legal representative of A&T Pallets, discussed the nature of the business and its operations. He mentioned that several of the violations cited by the Code Enforcement Manager were not included in the original notice and should, therefore, be dismissed. He addressed each of the alleged violations, presenting photographs that demonstrated they had been corrected. One of the violations involved blocking the sidewalk, and he suggested converting the street parking into a loading zone to resolve the parking issue. Additionally, he pointed out that some of the photographs provided by the staff were outdated. Mr. Pakradouni also informed the Council that the business was in the process of opening a new location that could potentially be used as a storage facility for surplus pallets.

Mayor Peralta opened the Public Hearing at 8:34 p.m.

The City Clerk's Office acknowledged five members of the public wishing to address the City Council in support of the business. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's Office.

Mayor Peralta closed the Public Hearing at 8:41 p.m.

Councilmember Tamayo inquired whether it would be possible to grant provisional approval for the specified months, with strict conditions to ensure compliance.

Director Palombi informed the City Council that there is no provision that restricts the conditions that can be set.

City Attorney Alvarez-Glasman informed the City Council that they have the authority to uphold the request to revoke the business license, or overturn and support the appeal of the revocation of the business license.

City Manager Alvarez informed the City Council that a decision would need to be made due to the license being revoked.

City Attorney Alvarez-Glasman informed the Council that they could defer a decision on the appeal and allow the business to continue operating while extending the revocation date to a later time. If the business maintains continuous compliance, the City Council could revisit the matter in the future and decide whether to proceed with the appeal of the business license. This approach would help staff avoid going through the revocation process again.

Councilmember Torres asked if the appeal was presented to the Planning Commission. Director Palombi stated that the

Municipal Code stipulates that the appeal must be brought before the City Council.

Councilmember Torres further stated that the Council would begin paying attention to industrial areas within the City. He inquired whether any fines had been assessed and paid.

Code Enforcement Manager Cota informed the Council that fines totaling \$6,084.00 had been assessed, of which the business had paid \$800.00.

Councilmember Torres suggested that, in order to ensure the business remains compliant with city codes, they should be required to submit a plan outlining how they intend to address specific situations and pay the remaining fines.

Mayor Pro Tem Melendez supported Councilmember Tamayo's suggestion for provisional approval and also agreed that the business should pay the remaining fines. He emphasized to the business that they must be accountable for adhering to codes and policies.

Mayor Peralta stated that businesses must also be accountable for their action and take responsibility for maintaining compliance.

City Attorney Alvarez-Glasman suggested that if the Council decides not to uphold or overturn the decision, they should establish a timeframe to postpone the revocation and obtain confirmation from the business.

Councilmember Torres inquired about the seasons in which they see an influx of pallets. Rogelio Torres informed him that it varies.

City Attorney Alvarez-Glasman asked Mr. Kirakosian, if their client would agree to the Council's decision to defer action and move the item to a future meeting. He explained that this would allow the business to continue operating, keep the public hearing open, and stay the revocation for the time being.

City Attorney Alvarez-Glasman stated that business license fees must be paid to reinstate the business license.

Mr. Kirakosian's client agreed with the conditions. He further inquired about the loading zone recommendation.

Director of Public Works Cesar Rolon asked the business to submit their request for consideration to the Public Works Department.

Mayor reopened the Public at 9:00 p.m.

City Attorney Alvarez-Glasman reiterated the motion on the table, which pauses the current proceedings and continues the matter for up to 30 days. During this time, the business owner will be permitted to operate under a conditional business license provided all outstanding business license fees are paid and compliance is maintained. If the business continues to operate lawfully, staff will prepare a status report or provide an update sooner if compliance is confirmed. Councilmember Torres also requested that the business submit policies and procedures to ensure ongoing compliance.

Councilmember Torres motioned the conditions listed above, seconded by Councilmember Tamayo; the motion passed by the following vote

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Members of the public pulled Item No. 6 for public comment.

Staff pulled Item No. 8, which will be moved to a future meeting.

Mayor Pro Tem Melendez will not be voting on item no. 15.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, that Item No's. 7 and 9-19, be approved; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	PRO ED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

The City Clerk's Office acknowledged one member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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 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

This item was pulled by staff.

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	PROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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 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) in conformance with Bidding Procedures; and,
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPR VED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Peralta motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Peralta	SECONDED: Torres	APPROVED: 4-0-0-1
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AYES: Tamayo, Torres, Peralta
NOES: None
ABSTAIN: None
ABSENT: Jimenez, Melendez

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez **SECONDED:** Torres **APPROVED:** 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta
NOES: None
ABSTAIN: None
ABSENT: Jimenez

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 Proposals (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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez **SECONDED:** Torres **APPROVED:** 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta
NOES: None
ABSTAIN: None
ABSENT: Jimenez

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Torres, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- Georgina Tamayo, Councilmember

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

Councilmember Tamayo requested consensus to give direction for creating a strike team to address the trash cleanup along the 60 Freeway. Consensus was received.

- 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.montebellocal.gov> (Click on Live Stream).

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



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta to adjourn the meeting at 9:20 p.m.

THE MINUTES OF SEPTEMBER 25, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JANUARY 2025.

EXHIBIT - CITY OF MONTEBELLO FORECAST AGENDA

Please note, the attached exhibit is a forecast 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 FORECAST AGENDA

Michael Peterson

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: public comment

MEETING DATE: 09/25/24

TIME RECEIVED: 6:00pm

SPEAKER'S FULL NAME: Michael Peterson

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SEIU Local 721

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Lisa Lwna



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:

open public comment

MEETING DATE:

04-25-24

TIME RECEIVED:

6:00pm

SPEAKER'S FULL NAME:

Lisa Lwna

PHONE:

(Optional)

ADDRESS:

ORGANIZATION REPRESENTED:

SEIU Local 721

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

Charles Leon



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:

public comment

MEETING DATE:

09-25-24

TIME RECEIVED:

6:00pm

SPEAKER'S FULL NAME:

Charles Leon

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

SEIU Local 721 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Police officers

MEETING DATE: 9-25-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Lisa Lozano **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. 65 ✓



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: Amel Elias

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH POLYD

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 76 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 09-25-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

57



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 9/25/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HURTADO **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. 76

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: _____ TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Gracie Tucker

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

9/25/2024

Good evening, at the last meeting you were all complaining about Councilmember Jimenez's actions towards employees.

I would like to remind each of you of these facts.

Scarlet you know where I sit at every meeting and at the last meeting you said yelling at any employee was unacceptable.

Guess you forgot when you screamed, I quote" I'll Fire you" at former City Manager Rene Bobadilla, I asked him if what I heard was correct and verified it was you.

Well between you and David that stupidity cost the city \$2 Million dollars.

You Tamayo at the last meeting said employees should be protected, on your comments about Councilmember Jimenez. Yet you voted to reinstate David's full power, guess those 17 employees did not matter to you when it comes to their protection. Did you hear not 1, not 2, not 3...but 17 employees filed complaints, and all were found credible. The only one found to be a liar was your buddy Torres, but you're doing what you were put in that seat to do. Always vote yes, FYI you were not the first choice to run, you were number 6 all the ones asked before said no.

As for you David, again you rant and run your mouth off, yet to date, that same mouth has cost the city 5 million dollars in payout settlements. More lawsuits are coming, and they will cost the city twice as much. That David will be your legacy, the worst council member in the history of Montebello.

When you mentioned Measure H you forgot to thank the former Mayor Cobos Cawthorne, she asked you to help pass Measure H and you said no it's political suicide and you refused to help. So, she did it without your help.

That is Mayor Cobos Cawthorne's proud legacy the secure financial future of the City of Montebello.

David your challenger for District 4 Joella Valdez has stated she will not be accepting the stipend paid by the city. Instead, she will form a fund for residents who are in need of assistance. Wow, an honest person and you think you can win, that's cute.

David, you've been without a job for almost 5 years. What will you do?? I heard In and Out is hiring.

Thank You.

Do any of you know what AB1439 is?

It's named the LEVINE ACT Senate Bill 1439 enacted which was signed into law by the State of California.

So you can vote on this item, just remember the State law supersedes any local laws.



Pay to Play No More? Levine Act (SB 1439)

Friday, Sept. 22, 2023

Robert Fabela, City Attorney, Anaheim
Amanda B. Freeman, Senior Deputy City Attorney, Fresno
Rebecca L. Moon, Senior Assistant City Attorney, Sunnyvale

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Pay to Play No More? The Levine Act (SB 1439)

Amanda Freeman, Senior Deputy City Attorney, City of Fresno

Rebecca Moon, Senior Assistant City Attorney, Sunnyvale

Robert Fabela, City Attorney, Anaheim

League of California Cities Annual Conference, September 2023

In 1982, the *Los Angeles Times* reported that several California Coastal Commissioners had received large campaign donations from persons with applications pending before them.¹ The *Times*' investigation revealed a pattern of questionable – if not shocking – conduct that included directly contacting applicants with pending projects to request donations for political campaigns, accepting donations from attorneys and consultants who regularly represented applicants, and soliciting donations from successful applicants after voting to approve their projects. This scandal led to the enactment of the Levine Act (AB 1040), which added Government Code 84308 to the Political Reform Act of 1974. The purpose of the Levine Act is to prevent officials from using their authority as government officials to demand campaign contributions from applicants, a practice known as “pay to play.”

As originally enacted, the Levine Act's restrictions only applied to members of appointed boards and commissions, excluding city councilmembers and county supervisors in their elected roles, as opposed to any appointed roles they may have had (such as on LAFCO). This changed on January 1, 2023, as a result of SB 1439, which expanded the reach of the Levine Act to local elected officials such as city councilmembers, special district board members, and school board members even when acting in their elected roles.

State Senator Steve Glazer (D-Contra Costa County) introduced SB 1439 with the support of the government watchdog organization California Common Cause and other advocates of public accountability. Supporters of the legislation cited recent “pay to play” scandals in cities such as Los Angeles² and Huntington Park.³

Under the Levine Act as amended by SB 1439:

- Officers of an agency are prohibited from accepting, soliciting, or directing campaign contributions over \$250 from any party to, or participant in, a proceeding involving a license, permit, contract, or entitlement for use (“proceeding”) before their agency.⁴ This includes contributions from parties and their agents, and from those with a financial interest in the matter (and their agents) who merely participate in a proceeding, as by speaking at a Council meeting. The prohibition applies while the proceeding is pending and for 12 months following a final decision, when the officer knows or has reason to know the party has a financial interest in the proceeding (such as owning a home nearby). (Gov. Code, § 84308, subd. (b).) This prohibition impacts fundraising for a year after the decision.

¹ *Coastal Commission Seats Used as Fundraising Base*, Los Angeles Times (March 12, 1980), p. 1, <https://www.newspapers.com/image/385326358> [paywall].

² Zahniser, *Downtown L.A. developer donated \$50,000 before pivotal vote involving high-rise project, records show*, Los Angeles Times (Feb. 7, 2019), at <https://www.latimes.com/local/lanow/la-me-developer-donations-onni-20190207-story.html> [as of Aug. 15, 2023].

³ Cabrera and Patel, *Hefty Contracts for Campaign Contributors in Huntington Park*, KCET (July 26, 2021), at <https://www.kcet.org/news-community/hefty-contracts-for-campaign-contributors-in-huntington-park> [as of Aug. 15, 2023].

⁴ “License, permit, or other entitlement for use,” includes all business, professional, trade, and land use licenses and permits and all other entitlements for use, and all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises. (Gov. Code § 84308(a).)

- An officer who received a campaign contribution of more than \$250 from a party or participant, or their agents, in the past 12 months may be disqualified from participating in that proceeding. The disqualification depends on whether the officer “knowingly and willfully” accepted a contribution from a party, or if they accepted a contribution knowing the donor was a participant with a financial interest in the decision. (Gov. Code § 84308(c).) Additionally, an officer who received a contribution greater than \$250 in the preceding 12 months from a party or participant to the proceeding must disclose that fact on the record. (Gov. Code, § 84308, subd. (c).)
- Parties to and participants in a proceeding must disclose on the record if they made contributions over \$250 within the prior 12 months to any officer of the agency and are prohibited from making contributions to any officer of the agency while the proceeding is pending and for 12 months after the date a final decision is rendered. (Gov. Code § 84308, subd. (e).)

Who is Subject to SB 1439? State and local agency “officers,” including any elected or appointed officers, alternates, chief executive officers, and candidates for elective office. This includes members of city councils, county and special district boards, and appointed boards. The law does not apply to courts, the judicial branch, or the governor’s cabinet members. (Cal. Code Regs., tit. 2, § 18438.1.)

Curing a violation. If an officer receives a contribution that will otherwise require disqualification under Section 84308, they may participate if they return the contribution within 30 days from the time they know or should know about (1) the contribution *and* (2) the proceeding. (Gov. Code § 84308, subd. (d)(1).) Additionally, an officer who accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date a final decision may cure the violation by returning the contribution or the portion exceeding \$250 within 14 days, but only if they did not knowingly and willfully accept, solicit, or direct the prohibited contribution, and the officer’s controlled committee (or the officer if none) must maintain records of the cure. (Gov. Code § 84308, subd. (d)(2).)

FPPC Regulations. The California Fair Political Practices Commission (FPPC) revised the regulations applicable to Section 84308, effective August 12, 2023. Key clarifying provisions include:

- **Dates.** The amendments to the Levine Act do not apply to proceedings participated in or contributions made or accepted, solicited, or directed by an officer prior to January 1, 2023, if the officer was not already subject to the Levine Act. (Cal. Code Regs., tit. 2, § 18438.) This regulation codifies the FPPC’s *Kendrick* opinion (No. O-22-002, December 22, 2022). As noted below, Senator Glazer objects to this conclusion and has asked the Attorney General to opine otherwise, but that may not occur by the end of 2023, when the point should be moot.
- **“Proceedings.”** A “proceeding” includes any proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use that does not solely involve purely ministerial decisions, and is applied for by the party; formally or informally requested by the party; or involves a franchise or contract other than

competitively bid, labor, and personal employment contracts. (Cal. Code Regs., tit. 2, § 18348.2.)

- **“Pending” proceedings.** For officers, a decision is “pending” once it is before the officer for consideration, such as an item placed on the agenda of a public meeting, or when it is reasonably foreseeable the decision will come before the officer and the officer knows or has reason to know the decision is within the jurisdiction of the agency (as when an office has notice that a formal land use application has been submitted to the agency which must come before his or her board). For a party or participant, a proceeding is pending when it is before the jurisdiction of the agency for its decision, such as when an application is filed. (Cal. Code Regs., tit. 2, § 18348.2.)
- **“Officer of the agency.”** An “officer” is an individual who: 1) may make, participate in making, or attempt to influence a decision in the proceeding or who exercises authority over officers who may do so, and: 2) serves in an elected position (including those appointed to a vacancy); is an appointed member of a board or commission; is a candidate for elected office or was a candidate for office in the 12 months before the proceeding; or is the chief executive of a county, city, or district. (Cal. Code Regs., tit. 2, § 18438.1(d).) This means a candidate who lost an election remains subject to the Levine Act prohibitions for a year if they have decisionmaking authority over a proceeding (like a Planning Commissioner who continues to serve after an unsuccessful run for Council).
- **“Agent” of a party or participant.** A person is the agent of a party to, or a participant in, a pending proceeding only if the person represents the party or participant for compensation *and* appears before or otherwise communicates with the agency for the purpose of influencing the pending proceeding. (Cal. Code Regs., tit. 2, § 18348.3.)
- **When an officer “knows or has reason to know” a participant has a financial interest.** An officer knows or has reason to know of a participant’s financial interest in a decision only if the officer has actual knowledge of the financial interest, or the participant reveals facts in written or oral statements during the proceeding before the officer that make the person’s financial interest apparent. All relevant facts known by the officer at the time of the proceeding should be considered.

The regulation creates three rebuttable presumptions. An officer is deemed to know of a participant’s potential financial interest when they are aware a participant has: an interest in real property within 500’ of the project; an economic interest in a business entity that may see a significant increase or decrease in customers as a result of the proceeding; or a business relationship with the applicant that may result in additional services provided to the applicant. (Cal. Code Regs., tit. 2, § 18438.7(a)(2).) The above notwithstanding, an officer does *not* know or have reason to know of a participant’s financial interest in a decision solely as a result of the participant identifying an economic interest located in the general vicinity of

a business entity or real property at issue in the proceeding. (Cal. Code Regs., tit. 2, § 18438.7(a)(4).)

- **Accepting, receiving, soliciting, and directing contributions.** An officer “accepts” or “receives” a contribution when the contribution is made to the officer’s own campaign or any committee controlled by the officer. An officer “solicits” or “directs” a contribution by requesting contributions to any other campaign or controlled committee, not just their own. Note that a “controlled committee” can include not just campaign committees but also ballot measure committees, legal defense funds, recall committees, and officeholder controlled committees. The regulation includes exceptions for fundraising requests through mass mailings or mass media, as well as speaking at public events. Also, an officer does not solicit or direct a contribution solely because the officer’s name is printed with other names on stationery or letterhead used to request contributions. (Cal. Code Regs., tit. 2, § 18438.6.)
- **Aggregating contributions.** All contributions made by a party or participant must be aggregated with contributions made by their agents during the prior 12 months or from the date the agent was hired as a paid employee, contractor, or consultant, whichever is shorter. For example, if Party A contributes \$75 in April 2023, and Party A’s agent contributes \$176 in June 2023, the recipient of the \$251 campaign contribution would be limited by the Levine Act until June 2024. The party or participant’s contributions must also be aggregated with contributions by individuals (other than an uncompensated officer of a non-profit organization), or entities required to be aggregated with the party, participant, or agent under Government Code § 82015.5. (Cal. Code Regs., tit. 2, § 18438.5.)
- **Disclosures.** An officer must disclose receipt of a disqualifying contribution on the record at the beginning of the public meeting involving the proceeding. If an official learns of a contribution *during* a proceeding, they must disclose the contribution on the record before participating further in the proceeding. (2 CCR § 18438.8.) The official may continue to participate in the proceeding if the official has known or should have known about the contribution and proceeding for fewer than 30 days, discloses the disqualifying contribution on the record of the public meeting, confirms the contribution will be returned within 30 days of when the official knew or should have known about the contribution, and the contribution is returned within that time. (Cal. Code Regs., tit. 2, §§ 18438.7, 18438.8.)
- **Willful or knowing receipt of a contribution.** An officer who “willfully or knowingly received” a contribution from a party or participant with a financial interest may not participate in or influence the decision. Willful or knowing receipt includes when the officer has actual knowledge of the contribution, when the contribution is disclosed by the party or participant at the proceeding (as required by Government Code section 84308(e)), or when the officer is aware of other facts establishing reason to know of the contribution (such as being informed by another person a contribution has been made, a history of two or more prior donations over \$250 from the party or participant, the officer’s personal solicitation of a contribution from the party, etc.). However, an officer without actual knowledge of

the contribution from a party or participant does not have reason to know of the contribution based solely on the fact that the contribution was reported as required by law. (Cal. Code Regs., tit. 2, §18438.7.)

- **Legally required participation.** Officials who would otherwise be disqualified from engaging in a proceeding can participate if their participation is legally required, in the same manner as when a conflict exists due to a financial interest. (Cal. Code Regs., tit. 2, § 18703.) Also, see the FPPC's *Granda* informal advice letter addressing how legally required participation applies to strong mayors, discussed further below.

FPPC Letters. Since 1982, the FPPC has issued over 200 formal and informal advice letters related to the Levine Act. The database of letters on the FPPC website is an important starting point for research.⁵ Although the law has been expanded to cover local elected officials, the fundamental requirements and prohibitions have not changed. In addition, the FPPC has fielded many questions in 2023 from elected officials. Recent letters include the following:

- **Contracts are proceedings, regardless of value.** Contracts are considered entitlement for use proceedings for purposes of Section 84308 regardless of value. Small contracts, including purchase orders, are subject to Section 84308's provisions. Charter school petitions, which are contracts, are subject to Section 84308. Labor contracts, such as collectively bargained project labor agreements, are expressly exempted from Section 84308. (FPPC *Valesquez* informal advice letter, No. I-23-065, May 9, 2023; see also Cal. Code Regs., tit. 2, § 18348.2(a)(3)(B).)
- **Strong mayors and legally required participation.** The legally required participation exception likely applies to strong mayors exercising approval or veto powers. Examining *Affordable Hous. Alliance v. Feinstein* (1986) 179 Cal.App.3d 484 and its progeny, the *Granda* letter clarified that San Diego's strong mayor may participate in a proceeding despite receiving a disqualifying contribution in the preceding 12 months because of his charter-granted veto and approval powers. However, the mayor may not solicit, receive, or direct contributions exceeding \$250 while a proceeding is pending or for a year after, and is required to disclose the contribution. (FFPC *Granda* informal advice letter, No. I-23-102, July 12, 2023.)
- **Applicability to candidates.** The FPPC applied Regulation 18438.1 to clarify that a candidate for elected office is not an "officer of the agency" subject to the restrictions of Section 84308 unless they have decisionmaking authority with respect to a proceeding in the *Titus* formal advice letter (No. A-23-103, published June 27, 2023).

Outstanding questions. While the FPPC's amended regulations provide some clarity, ambiguities remain. For example, what is an "informal request" triggering a proceeding?

⁵ <https://www.fppc.ca.gov/advice/advice-opinion-search.html>

Does a right to appeal a lower level decision to City Council (e.g., from Planning Commission) make it “reasonably foreseeable” that the decision will come before the City Council? Would an individual who complains about a project’s impact on home values in a community with high rates of home ownership mean an officer “knows or has reason to know” that individual is a participant with a financial interest in a proceeding? If your agency encounters such questions, cities may benefit from a request for formal advice from the FPPC.

Senator Glazer, the author of SB 1439, also requested an opinion from the Attorney General addressing whether the disclosure and recusal provisions of SB 1439 apply to contributions made before January 1, 2023. As of the drafting of this paper the Attorney General has not issued an opinion. Since Senator Glazer’s request, the revised FPPC regulations and its formal *Kendrick* opinion both expressly addressed the question in the negative.

Legal challenge to SB 1439. The *Family Business Ass’n v. FPPC* (Sac. Superior Court Case #34-2023-00335169) challenge to SB 1439 on constitutional grounds was unsuccessful; the Sacramento Superior Court granted a motion for judgment on the pleadings rejecting all of the plaintiff’s arguments on May 25, 2023. Appeal was due by August 16, 2023, and no appeal is on the Court of Appeal’s or trial court’s docket as of late August when this paper is written.

Practice ideas.

- Include a field in staff report templates indicating whether Section 84308 applies (see City of Anaheim staff reports as an example).
- Include a reminder on meeting agendas about applicability of Section 84308 or add a standing agenda item for officers’ and participants’ disclosures.
- Require applicant to disclose contributions when they submit their applications – e.g., include a disclosure section on templates to list campaign contribution over \$250 to a decisionmaker in the prior twelve months.
- Include a provision in forms of contracts to alert contracting parties to this statute.

As agencies implement SB 1439, we encourage proactive training for officers to help them understand the expanded Levine Act. The Institute for Local Government recently held a webinar on the topic; the video presentation is available here: <https://www.ca-ilg.org/post/lunch-and-learn-californias-new-campaign-contribution-regulations-what-local-governments-need> .



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 9, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Mendez, Councilmember Jimenez, and Councilmember Tamayo. Councilmember Torres joined the meeting remotely per AB 2449. City Clerk Jimenez and City Treasurer Sotomayor were also present.

City Attorney Norberto Tapia, City Manager Rau Ivarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Soerz, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Tapia announced the Closed Session Item.

PUBLIC COMMENTS ON PUBLISHED 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 6:04 p.m. to consider the following Closed Session item:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)

Tucker-Schuyler v. City of Montebello
Worker's Compensation Case No. MNTA1323

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 6:45 p.m.

All five members were present to discuss all Closed Session items. City Attorney T pia provided the following report to City Council: Item No. 1, a briefing was provided to the City Council, the City cil provided direction, no action was taken, and nothing to 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

2. CITIZEN OF THE MONTH - CA INE RIOS

Presented by Mayor Peralta.

3. PROCLAMATION FOR ODE ENFOR EMENT OF CERS' APPRECIATION WEEK

Presented by Mayor Peralta.

4. PROCLAMATION FOR EAST ANGER A ENESS MONTH

Presented by Mayor Peralta.

5. PROCLAMA R BULL NG PREVENTION MONTH

Presented by Ma Peralta.

6. PRO LAMATION FOR D MESTIC OLENCE AWARENESS MONTH

Presented by yor Peralta.

7. PROCLAMATION FOR DO N SYNDROME AWARENESS MONTH

Presented by Mayor P lta.

PUBLIC COMMENTS ON O AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged eight(8) 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

Director of Recreation and Community Service David Sosnowski invited the community to attend the upcoming Heritage Festival from October 12-13 and the City Parade.

REGULAR BUSINESS - NONE

CONSENT CALENDAR

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

Councilmember Torres pulled Item No. 9 and 12, Councilmember Jimenez pulled Item No. 16, and Mayor Peralta pulled Item No. 17.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, that Item No's. 8, 10-11, 13-15, 18-19, be approved; the motion passed unanimously.

8. **APPROVE RECEIPT OF A GRANT AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND APPROPRIATE FUNDS IN FISCAL YEAR 2024-25**

RECOMMENDATION: It is recommended that the City Council:

1. Approve appropriation of \$281,818 awarded to the City by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$281,818 in Account No. 265-85-857-6010.10 Grants, Fire Assistance to Firefighters Grant, Machinery and Equipment [expenditures] and \$281,818 in Account No. 5-99-4198.20 (Grants, Miscellaneous Grants, Assistance to Firefighter Grant Program revenue); and,
3. Amend the Fiscal Year 2025 budget by increasing appropriations by \$28,182 Account No. 100-85-860-6010.60 (Fire Fire suppression, Personal Protective Equipment) to meet the ten percent (10%) matching requirement of the grant; and,
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

9. **ADOPT CONSTRUCTION SPECIFICATIONS FOR THE ANNUAL STREET RESURFACING - GRIND AND OVERLAY PROJECT (CP 913) AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt construction specifications for the annual Street Resurfacing - Grind and Overlay Project (CP 913); and,
2. Authorize staff to proceed with bid advertisement for construction; and,
3. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
4. Take such additional, related action that may be desirable.

Councilmember Torres expressed his concerns with the item, noting an apparent imbalance in how streets are allocated. He urged the Council to authorize staff to review the five-year plan, specifically focusing on years 2 through 5, to ensure a more equitable distribution of street projects across all five districts.

City Manager Alvarez stated that staff can review the plan and make changes if directed by the City Council. He further stated that moving forward, the City Council would be updated annually on the streets scheduled for repaving and the

associated total costs.

Mayor Pro Tem Melendez inquired about the process of determining the streets that need to be repaved.

Director Roldan stated that there is a five-year plan for the annual street resurfacing project. He further explained the process of selecting the streets.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

10. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT25182 for the amount of \$150,000; and
2. Amend the Fiscal Year 2024-25 budget and increase appropriations by \$150,000 in Account No. 265-8013-800-5010.10, 6000.20 and 6020, Grants, OT -STEP Grant, PT25182 FY 24-25 (Overtime, Supplies and Travel and Meetings); and
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo to approve the item; the motion was approved unanimously.

11. SECOND READING AND ADOPTION 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. Waive Second Reading and Adopt 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 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 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.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

12. APPROVE ISSUING REQUEST FOR PROPOSALS NO. 25-03 FOR VEHICLE BODY REPAIR AND PAINTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Request for Proposals (RFP) No. 25-03 for Citywide Vehicle Body Repair and Painting Services; and
2. Take such additional, related, action that may be desirable.

Councilmember Torres requested revisions to the RFP to clarify the services being requested. Additionally, he asked for adjustments to the scoring system to allocate extra points to businesses located within the City.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

13. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4229 WITH CLEAN ENERGY TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S COMPRESSED NATURAL GAS STATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4229 with Clean Energy for a three-year (3-year) term to provide maintenance and support services for Montebello Bus Lines' (MBL) compressed natural gas (CNG) station, for a total not-to-exceed amount of six hundred thousand dollars (\$600,000) or \$200,000 annually; and
2. Authorize the City Manager and/or his designee to execute the agreement on behalf of the City; and
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

14. APPROVE PURCHASE OF TWO MONITOR/DEFIBRILLATORS FROM ZOLL MEDICAL CORPORATION TO EQUIP FIRE DEPARTMENT SQUAD 55

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of two (2) Monitor/Defibrillator related medical equipment, and an extended warranty from Zoll Medical Corporation to Equip Fire Department Squad 55; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$110,000 in Account No. 100-85-860-6000.50 (General Fund, Fire Department, Fire Suppression, Supplies-Medical); and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

15. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4228 WITH ADMINSURE FOR WORKERS' COMPENSATION THIRD-PARTY ADMINISTRATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Service Agreement No. 4228 with AdminSure Inc. in the amount that shall not exceed \$880,798 over the initial three (3) year term of the agreement; and
2. Take such additional, related action(s) that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

16. SIDE LETTER AGREEMENT TO THE MEMORANDA OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE FOLLOWING EMPLOYEE BARGAINING UNITS: MONTEBELLO CITY EMPLOYEES' ASSOCIATION; INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION; MONTEBELLO MID-MANAGEMENT ASSOCIATION; MONTEBELLO SUPERVISORS' ASSOCIATION; MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION; MONTEBELLO POLICE MANAGEMENT ASSOCIATION; MONTEBELLO FIREFIGHTERS' ASSOCIATION; MONTEBELLO FIRE MANAGEMENT ASSOCIATION; AND MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute side letters of agreement to the Memoranda of Understanding ("MOU") between the City of Montebello and each of the following employee bargaining units: Montebello City Employees' Association ("MCEA"); International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division ("SMART-TD"); Montebello Mid-Managers' Association ("MMMA"); Montebello Supervisors' Association ("MSA"); Montebello Management Professionals' Association ("MMPA"); Montebello Police Management Association ("MPMA"); Montebello Firefighters' Association ("MFA"); Montebello Fire Management Association ("MFMA"); and Montebello Executive Management Association ("MEMA") modifying City healthcare benefits contribution amounts; and
2. Take such additional, related action that may be desirable.

Mayor Peralta spoke in support of the item.

Mayor Peralta motioned, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

17. SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIREFIGHTERS' ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a side letter of agreement to the Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Firefighters' Association (MFA) for the period of January 1, 2022 through June 30, 2025, modifying Article II, Section B of the MOU; and
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and said speaker card is on file with the City Clerk's office.

The City Council all spoke in support of the item.

Mayor Peralta motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

18. APPROVAL OF MINUTES: SEPTEMBER 11, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-76 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 09, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-76 approving the Warrant Register dated October 09, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

PUBLIC COMMENT CONCLUDED

AB 1234 TRAFFIC REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232 (d).

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- David N. Torres, Councilmember
- Salvador Melendez, Mayor Pro Tem

- Angie M. Jimenez, Councilmember
- Georgina Tamayo, Councilmember
- Scarlet Peralta, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 23, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

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



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned the meeting in recognition of the first responders who are providing assistance to the families in Florida affected by the hurricane. Mayor Peralta Tem Melendez motioned, seconded by Mayor Peralta, to adjourn the meeting at 8:05 p.m.

THE MINUTES OF OCTOBER 9, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JANUARY 2024

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 17

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

MEETING DATE: 10/9/24

TIME RECEIVED: 6:00 p.m.

SPEAKER'S FULL NAME: ZACH HUMBER

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

✓

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10-09-2024 **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.

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: 10/9/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HUMARDO **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:** public Comment

MEETING DATE: 10/9/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Charles Leone **PHONE:** _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SEIU 721 (SEAAACA)

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: 10/9/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Michelle Peterson **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SEIU 721 (SEAACA)
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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: 10/9 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Gerri Guzman **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: residents/seniors

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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Guila Niblas **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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: Candidates for City Council

MEETING DATE: 10-9

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Bill Paolisso

PHONE: _____

(Optional)

ADDRESS: South Montebello

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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: 10/9/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Alexra Juarez **PHONE:**  (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Oct.9, 2024

Good evening, Linda Nicklas Co-Founder of MATCH90640,

I would like to put on the record the lies posted by Torres.

OMG, should read 17 complaints, 8 Harassment claims, and 2 LAWSUITS!

- Michael Chee where you David are named 26 times, Scarlet twice, and Arlene Salazar again David you are named 18 times, Scarlet once.

So far over \$5 Million dollars has been paid out in settlements because of you David and you Scarlet, how dare you think you deserve to keep those seats, you're both corrupt, and soon you will be charged.

FYI David, yes you got an A plus for being a liar, also you did not do the pave the way program. You and Scarlet both voted No to fixing the streets in the South and I will be posting that video to prove you're both liars.

On your flyer you Scarlet are taking credit for the Market Place, that was former Senator Vanessa Delegado when she was Mayor. Bringing back the Fireworks show, was former Mayor Kimberly Cobos-Cawthorne. Top Golf was former Mayor Jack Hadjinian, you only cut the ribbon at the opening.

Financial stability because of measure H, not you that was Former Mayor Cobos Cawthorne and the TESLA dealership

again not you Scarlet, former City Manager Rene Bobadilla, and Mayor Cobos Cawthorne.

Other than using our city facilities for your private events without paying for them, which is illegal, you've done Nothing.

Why are you having a fundraiser? Bet you'll be copying former Mayor Cobos Cawthorne's, at least copy her integrity and pay for the use of city property, like she did.

You, really don't need to have a fundraiser; IE will give another \$20,000. Like the last donation to your campaign to get back the illegal contract you gifted them, Alliance will give you another \$10,000. For the \$6 million dollar contract you gave them and of course, let's not forget your main donor under table cash, should be good for \$50,000 for his gold contract.

Hope everyone read the story in Los Cerritos News, all of you were named in the article. Showed the city emblem cracked in half with a money bag in the middle.

I sure hope Los Cerritos continues investigating you three, and printing more truths so residents will read about your corruption.

Question why hasn't Montebello had a representative attending the Sanitation meetings? Doesn't it pay enough?

Let Chief Espinosa do his job. Don't take away his Powers!

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CITY OF MONTEBELLO, and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MICHAEL CHEE

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/22/2024 11:52 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT
111 NORTH HILL STREET, LOS ANGELES, CALIFORNIA 90012**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**GREGORY W. SMITH (SBN 134385), LAW OFFICES OF GREGORY W. SMITH, LLP
9100 WILSHIRE BOULEVARD, SUITE 725E, BEVERLY HILLS, CALIFORNIA 90212, TEL. (310) 777-7894 * FAX (310) 777-7895**

DATE:
(Fecha) 01/22/2024

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) D. Williams (Adjunto)

CASE NUMBER:
(Número del Caso):

24STCV01736

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
GREGORY W. SMITH (SBN 134385)/LAW OFFICES OF GREGORY W. SMITH, LLP
9100 WILSHIRE BOULEVARD, SUITE 725E, BEVERLY HILLS, CALIFORNIA 90212

TELEPHONE NO.: (310) 777-7894

FAX NO. (Optional): (310) 777-7895

E-MAIL ADDRESS: sfrancia@gwslegal.com

ATTORNEY FOR (Name): PLAINTIFF MICHAEL CHEE

FOR COURT USE ONLY

Electronically FILED by
 Superior Court of California,
 County of Los Angeles
 1/22/2024 11:52 PM
 David W. Slayton,
 Executive Officer/Clerk of Court,
 By D. Williams, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 NORTH HILL STREET

MAILING ADDRESS: 111 NORTH HILL STREET

CITY AND ZIP CODE: LOS ANGELES, CALIFORNIA 90012

BRANCH NAME: CENTRAL DISTRICT

CASE NAME:

MICHAEL CHEE v. CITY OF MONTEBELLO

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

24STCV01736

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
 (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
 3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): ONE (1)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: JANUARY 22, 2024

DIANA WANG WELLS

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

**CITY OF MONTEBELLO, a municipal entity;
and DOES 1 through 100, inclusive**

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ARLENE SALAZAR

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/30/2024 9:12 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Rodriguez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

111 NORTH HILL STREET, LOS ANGELES, CALIFORNIA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

GREGORY W. SMITH (SBN 134385), LAW OFFICES OF GREGORY W. SMITH, LLP David W. Slayton, Executive Officer/Clerk of Court
9100 WILSHIRE BOULEVARD, SUITE 725E, BEVERLY HILLS, CALIFORNIA 90212, TEL. (310) 777-7894 * FAX (310) 777-7895

DATE: 09/30/2024
(Fecha)

Clerk, by Deputy
(Secretario) P. Rodriguez (Adjunto)

CASE NUMBER:
(Número del Caso)

24STCV25310

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

WEDNESDAY, OCTOBER 23, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the Special Meeting to order concurrent with the Regular Meeting at 6:02 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Hernandez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez was also present. Councilmember Jimenez arrived at 6:10 p.m. City Treasurer Matanga was absent.

City Attorney Arnold Alvarez-Glassman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Carlos Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

PUBLIC COMMENTS ON AGENDA - EMS ONLY (30 MINUTES)

At this time, the general public may only address the City Council during this Special Meeting on items which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged two(2) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

CLOSED SESSION - NONE

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION*Led by City Clerk Jimenez.***PLEDGE OF ALLEGIANCE***Led by Mayor Peralta.***REGULAR BUSINESS****1. REVIEW PROCESS AND MANNER IN WHICH THE INVESTIGATION AGAINST COUNCILMEMBER DAVID TORRES WAS CONDUCTED DURING 2022****RECOMMENDATION: It is recommended that the City Council:**

1. Review the process and manner in which the investigation against Councilmember David Torres was conducted in 2022; and
2. Consider making findings recognizing the deficiencies and flaws related to the manner, scope, due process and conclusions of the report and presentation by outside counsel to the City Council on May 3, 2022; and
3. Take such additional, related action that may be desirable.

City Attorney Alvarez-Glasman provided a brief summary of the item. Keith Kilmer of Four Star Investigations provided an executive summary of the JL Group Investigation on Councilmember Torres. City Attorney Alvarez-Glasman further stated that the JL Group was hired by two individuals who filed a claim against Councilmember Torres. They further stated that there was no retainer agreement between the City and Special Counsel Nancy Dumonion.

Councilmember Jimenez asked Mr. Kilmer how long he'd known City Attorney Alvarez-Glasman and the nature of their relationship.

Mayor Pro Tem Melendez inquired about the employees allegedly coerced into filing complaints and recommended that the City Council establish procedures to ensure due process.

Mr. Kilmer stated that the complain originated from two sources, and several employees had been coerced.

Councilmember Tamara Torres, and Mayor Peralta opposed the investigation process and manner against Councilmember Torres.

Mayor Peralta recommended that the City Council review the findings of this report, acknowledging the deficiencies and flaws in the due process, scope, conclusions, and presentation provided by outside counsel. Furthermore, Mayor Peralta recommended that at the next council meeting, the City rescind the resolution passed to admonish Councilmember Torres.

Councilmember Torres recommended and urged the City Council to act promptly in establishing procedures for assessing and reviewing the conduct of City Councilmembers.

Councilmember Jimenez stated that she would not be voting.

Mayor Peralta motioned, seconded by Councilmember Torres, to approve the item with said recommendations from Mayor Peralta and Councilmember Torres; the motion was approved by the following vote:

MOVED: Peralta**SECONDED: Torres****APPROVED: 4-0-1-0****AYES:** Tamayo, Torres, Peralta**NOES:** None**ABSTAIN:** Melendez**ABSENT:** None

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 13, 2024, at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: October 22, 2024, at 6:00 p.m.

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned the Special City Council Meeting at 8:39 p.m

THE MINUTES OF OCTOBER 23, 2024 (SPECIAL MEETING) ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JANUARY 2025.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Special Meeting

MEETING DATE:

10/23/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Debra Delgado

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

N/A

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☒

Yes ☐

Language:

RECEIVED BY STAFF:



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Special Meeting

MEETING DATE:

10/23

TIME RECEIVED:

SPEAKER'S FULL NAME:

Alexandra Briseno

PHONE:



(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐

Language:

RECEIVED BY STAFF:



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 23, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the Regular Meeting to order concurrent with the Special Meeting at 6:02 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Hernandez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez was also present. Councilmember Jimenez arrived at 6:10 p.m. City Treasurer Matanga was absent.

City Attorney Arnold Alvarez, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Director Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Carlos Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasman announced the Closed Session Items.

PUBLIC COMMENTS - 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 6:04 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

NASA v. City of Montebello, et al.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Significant exposure to litigation in three cases which facts and circumstances need not be disclosed.

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 7:02 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarado Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; Item No. 2, a briefing was provided to City Council, action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Mayor Peralta.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez stated that there was an error in Attachment C of Item No. 7 Fiscal Year 2024-25 First Quarter Budget Report. Additionally, Item No. 11 will be moved to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS**3. PROCLAMATION FOR BREAST CANCER AWARENESS MONTH**

Presented by Mayor Peralta

Fire Chief Peale and Police Assistant Chief Cabrera introduced the Breast Cancer Awareness initiatives, including activities and merchandise available for purchase to support the cause and raise awareness.

4. MONTHLY TREASURER'S REPORT

This item will be moved to a future meeting.

5. STATE OF THE TRANSIT DEPARTMENT PRESENTATION

Director of Transportation John Sierra presented the item.

Mayor Pro Tem Melendez suggested partnering with Metro to prepare for the Olympics.

6. INTRODUCTION OF NEW FIREFIGHTERS

Mayor Peralta presented the new firefighters.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

7. FISCAL YEAR 2024-25 FIRST QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2024-25 First Quarter Budget Report; and,
2. Amend the Compensation Plan and Table of Organization (Position Listing), Resolution No. 24-80 for certain Police, Fire and Transit Department classifications; and,
3. Amend the Master Position Control to reflect changes to the Table of Organization in the Transit Department; and,
4. Approve new and updated Job Classifications for positions in Transit, Finance and Administration; and,
5. Take whatever additional actions necessary.

Director of Finance Michael Solorza presented the item.

Mayor Pro Tem Melendez inquired about the sales tax revenue from TopGolf. Director Solorza explained that the consultant is currently unable to provide a report. The City will not have access to the full sales tax projections for another 5 to 6 months.

Councilmember Tamayo requested clarification regarding the changes to the expenditures.

Councilmember Torres requested a more detailed report on the hotels, Topgolf, and the golf course, including an analysis of any increase. Additionally, he asked for an update on the financial performance of the golf courses. Councilmember Torres also inquired about the expiration date of the sales tax agreement with Monterey Park.

Director Solorza informed the City Council that the agreement does not expire; it is in perpetuity.

Mayor Peralta asked Director Solorza to clarify the shared sales tax from Monterrey Park.

Director Solorza provided clarification.

City Manager Alvarez stated that the Director of Recreation and Community Services would provide a report of the financial performance of the hotels, Topgolf, and the golf course in the first meeting in January.

Mayor Peralta asked the City Manager Alvarez to provide a financial performance report on the new Tesla business sometime after the start of the new year.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

8. CONSIDERATION AND APPROVAL TO AWARD AN EXCLUSIVE RESIDENTIAL FRANCHISE FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES PURSUANT TO RFP NO. 24-00

RECOMMENDATION: It is recommended that the City Council:

1. Award an exclusive residential franchise for solid waste, recycling, and organics collection and processing services to the lowest responsive proposer based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 24-00; and,
2. Authorize the City Manager to begin negotiations for exclusive residential solid waste, recycling, and organics services with Arakelian Enterprises, Inc., doing business as Athens Services, as the most responsive proposer for all single-family residential units and multiple-family residential premises having less than four units and, if unsuccessful, continue negotiations with the two other proposers according to the overall rating criteria set forth below; and,
3. Authorize the City Manager to negotiate the final terms of the agreement relating to the award of the residential franchise; and,
4. Authorize the City Manager to execute the final agreement relating to the award of the residential franchise.

Jeff Camera, President of MCA Consultants, provided a presentation on the item

Mayor Pro Tem Melendez requested a discussion about the possibility of providing additional bins to separate the trash from recyclables and discuss the associated costs.

Mr. Camera stated that the current rate includes a three-cart service which includes a municipal solid waste container, a recycling container, and an organic container.

City Manager Alvarez informed the Council that the City currently has a two-cart service and stated he was open to discussing the two types of service models.

Councilmember Torres inquired about the difference in recyclable diversion, the significance of providing a three-cart system, and the challenges associated with mixing organic waste and solid waste.

Mr. Camera explained to the Council that there are several factors to consider before making a comparison. He further emphasized that the significance of each factor is influenced by the state-of-the-art facilities used to process the materials.

Mayor Pro-Tem Melendez noted the current vendor's strong involvement in the community and inquired whether there would be any collaborative efforts to benefit residents, such as bulky item pick-up services.

Mr. Camera responded that the program includes provisions for bulky-item cleanups and additional item pickups. He also mentioned that SB 1383 allows for the return of usable items like mulch for city projects. Additionally, he suggested providing Earth Day services, such as cleaning more bins around parks.

Mayor Peralta inquired about the franchise fee included in the contract.

Mr. Camera clarified that historically the franchise fee was applied only to the commercial sector. However, moving forward, a 16% franchise fee will be applied to the residential sector as well, with 16% of the gross receipts returned to the city.

Mayor Peralta thanked Mr. Camera and City Manager Alvarez for making the process transparent and easy to follow.

Mayor Pro Tem Melendez moved, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

9. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA CORPORATION FOR THE ENHANCED DESIGN OF THREE EXISTING SIGNALIZED INTERSECTIONS THAT ARE PART OF THE ADOPTED "FIRST MILE LAST MILE PLAN"

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA Corporation for enhanced engineering design of three existing signalized intersections that are an integral part of the adopted "First Mile Last Mile Plan: in the amount not-to-exceed \$492,199; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$492,199 in Account No. 600-90-900-6040.96 (Transit Fund, Transit Administration, Engineering Design Services); and

3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

Transit Planner Alfredo Machuca gave a presentation on the item, which included an overview of constituent-prioritized projects, intersection treatments, and neighborway treatments.

Mayor Peralta motioned, seconded by Councilmember Torres, 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.

Item No. 10 was pulled by members of the public requesting to provide public comment.

Councilmember Torres pulled Item No. 11.

Mayor Pro Tem Melendez, seconded by Councilmember Torres, to approve Item Nos. 12-17; the motion was approved unanimously.

10. ADOPT RESOLUTION NO. 24-78 DESIGNATING H STREET FROM VICTORIA AVENUE TO ITS TERMINUS AS A PREFERENTIAL PARKING DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-78 designating Street from Victoria Avenue to its terminus as a preferential parking district; and,
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged five(5) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion was approved unanimously.

11. AMEND THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2024-25 budget by increasing appropriations in the various accounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional related action that may be desirable.

Councilmember Torres expressed concern about the item, noting that there are significant amendments early in the fiscal year. He would feel more comfortable addressing them in the future once the projected numbers are more certain.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tamayo, Jimenez, Melendez, Peralta		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

12. TREASURERS REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2024

RECOMMENDATION: It is recommended that the City Council:

1. It is recommended the City Council receive and file the Treasurer's Report for the Quarter ending September 30, 2024 (1st Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melenedez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

13. **AUTHORIZE THE CITY MANAGER TO EXECUTE MEMORANDUM OF UNDERSTANDING (MOU) NO. 24-08 BETWEEN THE CITY OF MONTEBELLO AND ADVENTIST HEALTH WHITE MEMORIAL MONTEBELLO TO MANAGE THE MONTEBELLO HOMELESS HEALTH NAVIGATION PROGRAM AS PART OF THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESS ENCAMPMENT GRANT**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Memorandum of Understanding (MOU) No. 24-08 between the City of Montebello and Adventist Health White Memorial Montebello; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melenedez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

14. **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4231 TO THE CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC. FOR THE ZERO-EMISSION BUSES FACILITIES AND FLEET TRANSITION PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4231 to Center for Transportation and the Environment, Inc. (CTE), for the Zero-Emission Bus Facilities and Fleet Transition Plan in a total not-to-exceed amount of Eight Hundred Ninety-Four Thousand Seven Hundred One Dollars (\$894,021); and
2. Authorize the City Manager to execute and finalize Agreement No. 4231 on behalf of the City of Montebello with CTE; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$894,021 in Account No. 600-90-900-6040.95 (Transit Fund, Transit Administration, Other Professional Services); and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melenedez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

15. **AMEND THE FISCAL YEAR 2024-25 TRANSIT CAPITAL IMPROVEMENT PROGRAM FOR VARIOUS PROJECTS**

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Transportation Department (Transit) Capital Improvement Program (CIP) budget for Fiscal Year 2024-25, for a total amount of \$12,192,622 in the accounts and amounts as listed on Attachments A and B; and
2. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melenedez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

16. **AMEND THE FISCAL YEAR 2024-25 BUDGET TO APPROPRIATE FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING FOR THE PURCHASE OF A MOBILE HYDROGEN FUELING STATION, AN ENTERPRISE ASSET MANAGEMENT SYSTEM, AND NON-REVENUE RELIEF VEHICLES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of Six million, Four Hundred and Thirty-Six Thousand Dollars (\$6,436,000) in federal grant funding awarded by the Federal Transit Administration (FTA) to purchase a mobile hydrogen fueling station, an enterprise asset management system (EAM System), and non-revenue relief vehicles; and,

2. Amend the Fiscal Year 2024-25 adopted operating budget to appropriate the FTA grant funds by increasing appropriations by a total amount of \$6,838,500 as detailed in the Fiscal Impact section below (Table 1); and,
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-79 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 23, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-79 approving the Warrant Register dated October 23, 2024

Mayor Pro Tem Melendez, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Torres attended the League of California Cities Conference in Long Beach. He stated that the information on public safety was interesting.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 13, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 20, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Councilmember Torres motioned, seconded by Mayor Peralta, to adjourn the meeting at 9:50 p.m.

THE MINUTES OF OCTOBER 23, 2024 (REGULAR MEETING) ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF JANUARY 2025.

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 AGEND**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10-23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ARMANDO REA **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Construction Loitering

MEETING DATE:

10/23/24

TIME RECEIVED:

6pm

SPEAKER'S FULL NAME:

Mrs. Yancy Lopez-Perez & Alex Perez

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

First Baptist Church of Montebello - The Word LA

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☒ Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Paul Hernandez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Bully Prevention Month

MEETING DATE: 10/23/24 **TIME RECEIVED:** 6:54p

SPEAKER'S FULL NAME: James Santos **PHONE:** _____ (Optional)

ADDRESS: _____

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. 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. 10

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. X PARKING

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: PARKING PERMITS

MEETING DATE: 10/23/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: VERONICA SAAKYAN **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 10

Opposed ☐ In Support ☒ Neutral ☐

TOPIC: Parking Permits

MEETING DATE: 10/23/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Anne Champion

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. 10

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** X Parking

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Parking Permit

MEETING DATE: 10/23 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Leana Martirosyan **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. 10

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

604 N 4th St PPD,

MEETING DATE:

10/23/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Arthur Huang

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.

10

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

10/23/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Shant Minasyan

PHONE:

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

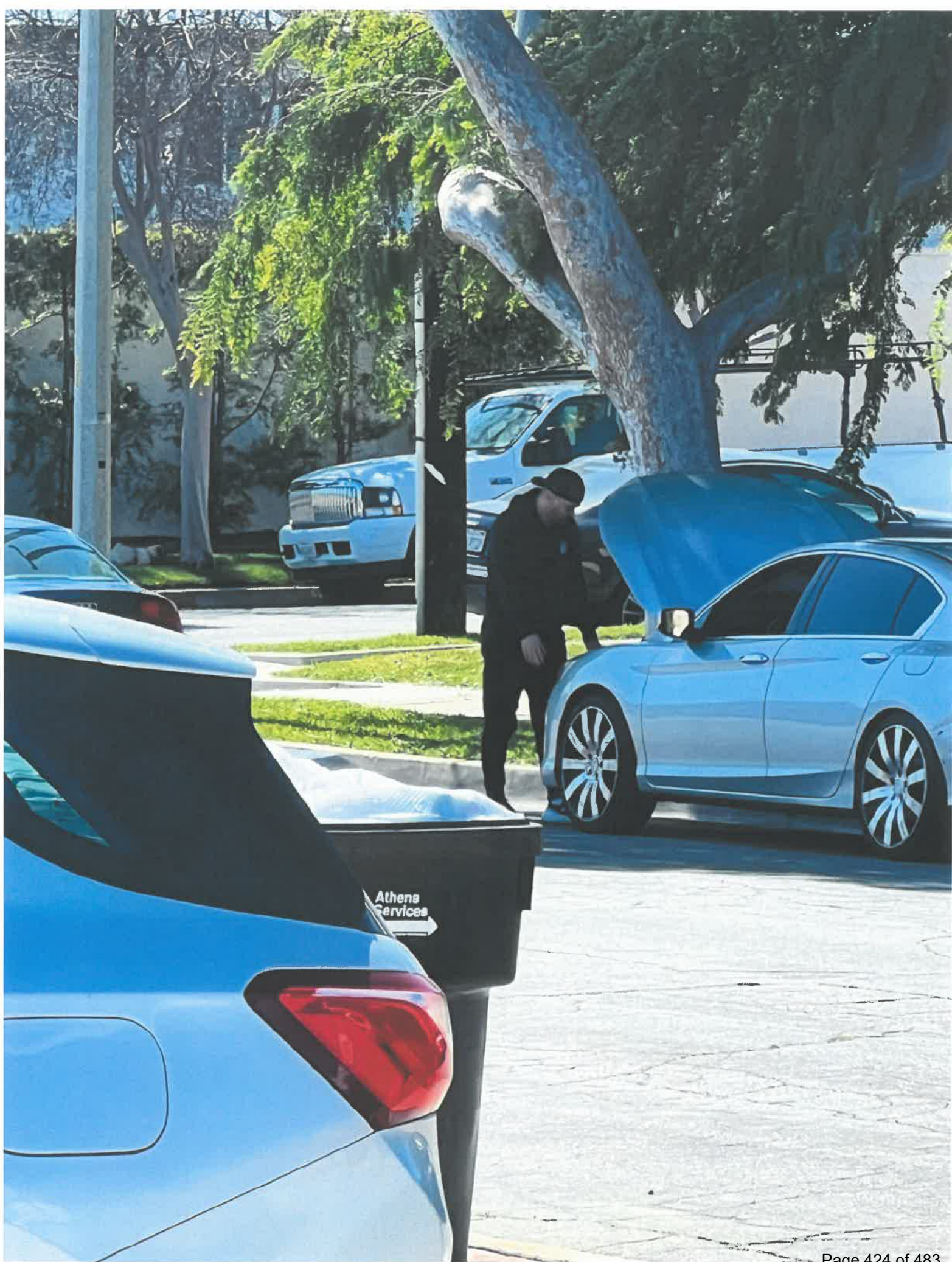
NOTES:

ACCOMMODATIONS:

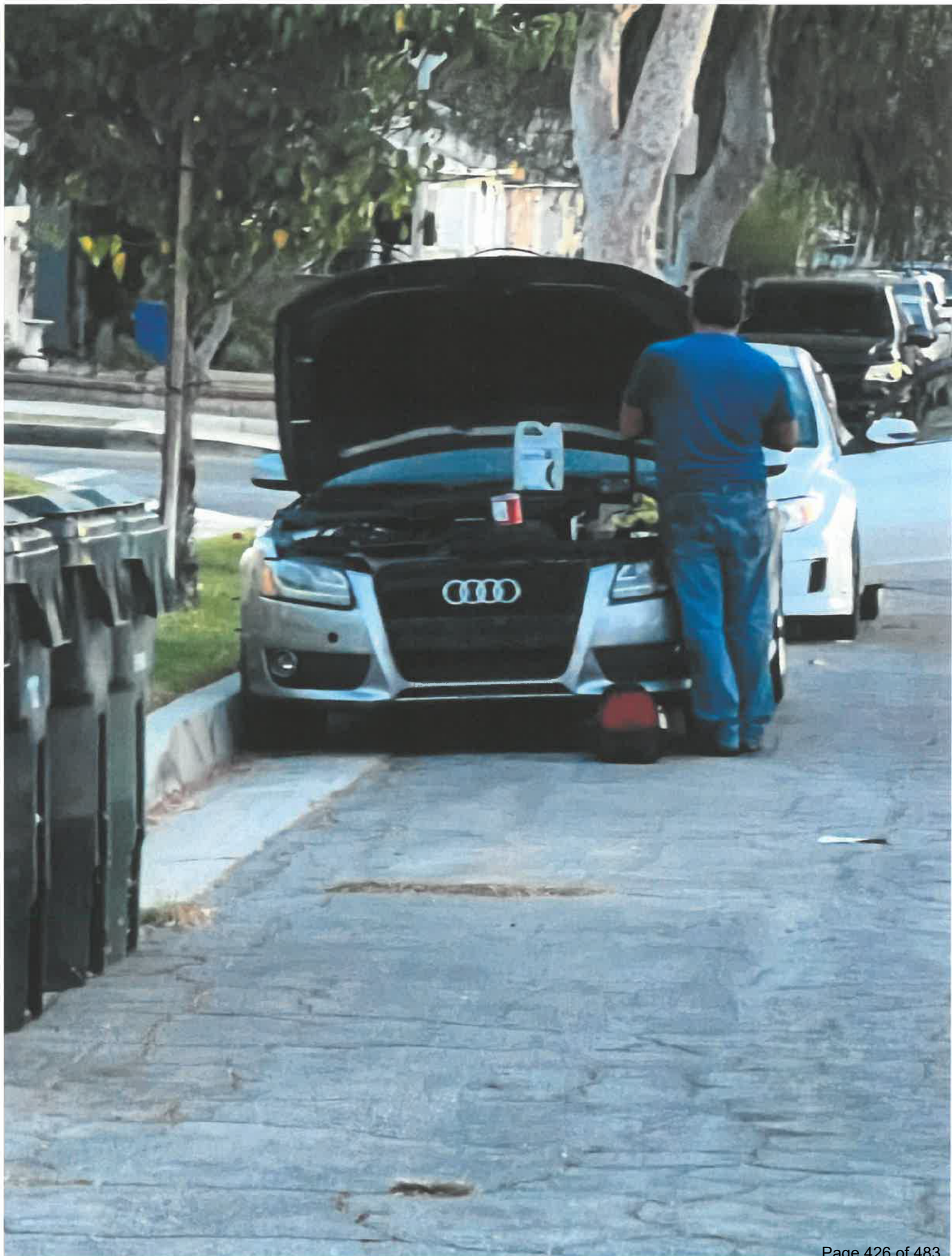
TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:



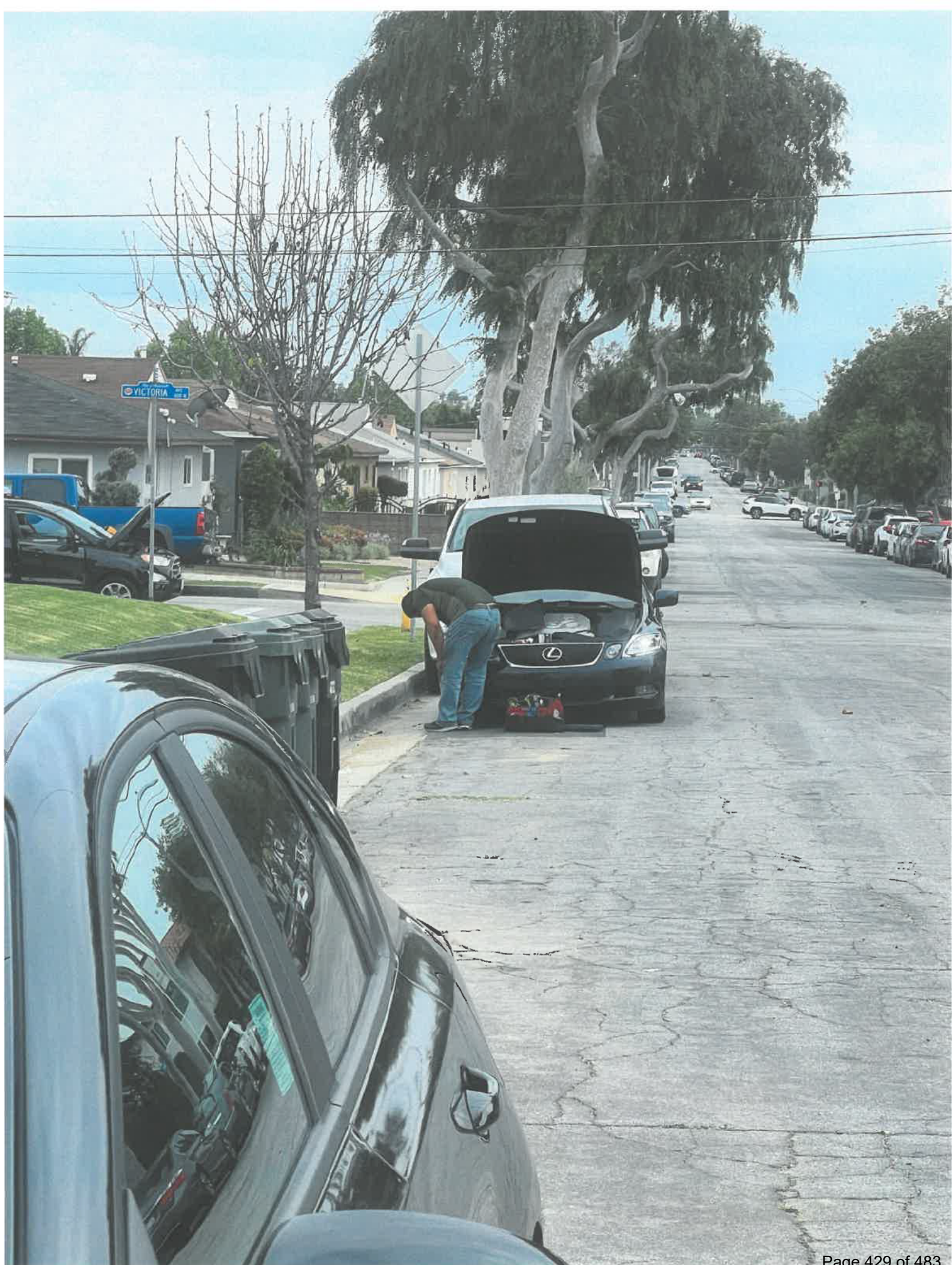


























CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, NOVEMBER 13, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Hernandez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo. City Clerk Martinez and City Treasurer Matanga were also present.

City Attorney Arnal Alvarez Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Alvarez, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, Cesar Roldan, John Soria, David Sadowski, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasman announced the Closed Session Items.

PUBLIC COMMENTS - CLOSED SESSION ITEMS

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

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council, and said speaker card is on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)

Robert Fierro Jr. v. City of Montebello
Case No.: 231117337; 241130293

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Valente Ocampo v. City of Montebello
Case No.: ADJ13623076; ADJ13623077

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Juan Carlos Garcia v. City of Montebello
Case No.: ADJ13908766

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
J. Carrera v. City of Montebello
Los Angeles Superior Court Case No. 21STCV24612

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:02 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: all four (4) Closed Session items the City Council provided direction to legal counsel on all 4 cases, no final action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Tanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

(1) City Manager Alvarez stated that for Item No. 9 there will be an additional presentation by the San Gabriel Valley Council of Governments. (2) Staff is recommending that Item No. 10 be pulled from tonight's agenda. (3) Item No. 18 there was a typo under the recommendations No. 1 change the language to read, "Award Professional Services Agreement No. 4245 to Verde Facilities to provide Citywide Custodial Services" not generator maintenance repair services.

CEREMONIAL ITEMS/PRESENTATIONS

5. CITIZEN OF THE MONTH - ELIZABETH FLORES-BAEZ

Presented by Mayor Peralta.

6. PROCLAMATION FOR MONTH OF NOVEMBER

Presented by Mayor Peralta.

7. PROCLAMATION FOR ALZHEIMER DISEASE AWARENESS MONTH

Presented by Mayor Peralta.

8. PROCLAMATION FOR SMALL BUSINESS SATURDAY

Presented by Mayor Peralta.

9. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS PRESENTATION

Management Analyst Esmeralda Yzguerra of the San Gabriel Valley Council of Governments (SGVCOG) presented the item. Ms. Yzguerra highlighted programs and projects the City is working towards finalizing, such as the Montebello Grade Separation Project, Operation Stay Safe Tiny Homes, and the Vista de J.J. Rodriguez affordable housing unit project.

A presentation was provided by Senior Project Manager Carrie Inciong, P.E., of the SGVCOG to provide an update on the Montebello Grade Separation Project. Ms. Yzguerra thanked Councilmember Torres for reaching out to SGVCOG to request assistance in providing lane striping and the installation of temporary crosswalks to ensure driver and pedestrian safety throughout the construction period.

Mayor Pro Tem Melendez thanked both staff from SGVCOG for all the funding and resources they provide for the City of Montebello. Mayor Pro Tem asked for an update on the project timeline for any project delays. Ms. Inciong stated that the project is currently delayed approximately half a year.

Councilmember Tamayo asked if a temporary waterline would cause any water service delays in the area.

Outreach Coordinator, Maria Cano stated that there is a link on their website that has contact information and the SGVCOG has been maintaining communication and noticing for affected residents.

Councilmember Torres thanked the staff at the SGVCOG, Chairman Hepburn and Supervisor Hilda Solis who have been receptive to our City's needs throughout this Project.

Mayor Peralta echoed all the council members' comments and thanked the SGVCOG.

10. MONTHLY TREASURER'S REPORT

This item was not presented.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTE)

At this time, the public may submit a speaker card 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 3 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 item will be addressed at the time that matter of business is heard, in the order received.***

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

The City Clerk's Office acknowledged 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

City Manager Alvarez thanked the Police Department for ensuring the safety of our City during the Dodger World Series. He also thanked the Fire Department for assisting with recent fires and providing mutual aid and assistance to communities in need. Director Sosnowski shared that the City will host the Annual Tree Lighting Ceremony and the Annual Winter Wonderland on December 7, 2024, from 3:00 p.m. - 9 p.m.

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.

Councilmember Jimenez requested to pull Item No's. 14, 18, 19 and 20. Councilmember Torres requested to pull Item No's 14-15, and 25. Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, that Item No's. 11, 12, 13, 15-17, 21-24 and 26-32, be approved; the motion passed unanimously.

11. ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 3 CP NO. 894-3) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 3 (CP No. 894-3) as complete by Robert Clapper Construction Services, Inc. dba R.C. Construction Services;
2. Approve the final contract amount with R.C. Construction Services for the construction of the Project in the amount of \$12,773,515.80 including change order;
3. Approve the Final Total Project Budget (Attachment A)
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder
5. Authorize the City Manager to release the retention payment \$638,675.80 due to R.C. Construction Services following the mandatory waiting period from the date the Notice of Completion is recorded;
6. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$376,316 in Fund 310 (Golf Course Renovation Project); and
7. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

12. ADOPT ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (EPPP) AS A CONDITION TO RECEIVING GRANTS FROM THE STATE DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt an Environmentally Preferable Purchasing and Practices Policy (EPPP) as a condition to receive State Department of Resources, Recycling and Recovery (CalRecycle) grants; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

13. APPROVAL TO EXECUTE HIGH-SPEED RAIL AGREEMENT NO. HSR23-67 WITH CALIFORNIA HIGH-SPEED RAIL AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute High-Speed Rail HSR23-67 Agreement and applicable exhibits and forms that accompany the agreement in good faith; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

14. AWARD ON-CALL BENCHMARK ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES AGREEMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve and authorize the City Manager to execute a professional services agreement with CWE for engineering services and stormwater management program services in compliance with Federal, State and County regulations for the not-to-exceed annual amount of Two-Hundred Thousand Dollars (\$200,000) payable from a combination of Safe Clean Water Measure W funds and the City's portion of Metro Measure M/R funds; and
2. Approve and authorize the City Manager to execute a professional services agreement with Infrastructure Architects, Inc., for architectural and engineering services for the not-to-exceed annual amount of Seven Hundred Fifty Thousand Dollars (\$750,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, Parks & Recreation Measure A funds, Community Development Block Grant (CDBG) funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
3. Approve and authorize the City Manager to execute a professional services agreement with Bowman Consulting Group Ltd., for staff augmentation and engineering design services for the not-to-exceed annual amount of Two Million Dollars (\$2,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
4. Approve and authorize the City Manager to execute a professional services agreement with Ladayu Consulting Group for construction management and inspection services for the not-to-exceed annual amount of Three Hundred Thousand Dollars (\$300,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds; and
5. Approve and authorize the City Manager to execute a professional services agreement with Transtech Engineers Inc., for City engineering and project management services for the not-to-exceed annual amount of One Million Dollars (\$1,000,000) payable from a combination of City's portion of Metro Proposition A/C and Measure M/R funds, and State Road Maintenance and Rehabilitation Account (RMRA), also known as Senate Bill 1 funds.

Councilmember Jimenez opposed the item; he further stated that the city has a bad history with the business (I.E. and Bowman Consulting).

Councilmember Torres provided the City's history with the business addressing the misconceptions.

Councilmember Torres motioned, seconded by Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Torre	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tama, Torres, Melendez Peralta		
NOES: Jimenez		
ABSTAIN: Non		
ABSENT: None		

15. APPROVE RESOLUTION NO. 24-84 EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT ("ESP2 PROJECT") COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA")

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-84, approving the cooperative agreement (MCA) by and between the City of Montebello (City) and LACMTA related to the ESP2 Project; and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

Councilmember Torres expressed concern about the item, citing recent developments and the potential traffic impacts, as well as the lack of a clear understanding or consideration of the supporting facilities.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Jimenez, Tamayo, Melendez, Peralta		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

16. APPROVE RESOLUTION NO. 24-82 ADOPTING CALTRANS' WRITTEN POLICY ON LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION AS A CONDITION OF APPROVAL TO RECEIVE FEDERAL CALL FOR PROJECT GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-82 adopting the California Department of Transportation's (Caltrans) written policy on Local Assistance Procedure Manual (LAPM) Chapter 10: Consultant Selection as a condition of approval to receive Federal Call for Project (CFP) grant funding; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

17. ADOPT RESOLUTION NO. 24-83 DESIGNATING THE CITY MANAGER AND THE PUBLIC WORKS DIRECTOR AS LEGALLY RESPONSIBLE PERSONNEL TO EXECUTE FEDERAL AND STATE AGREEMENTS, DOCUMENTS, AND EXHIBITS AND ADMINISTERING CONSTRUCTION CONTRACTS IN COMPLIANCE WITH CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 16.2

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-83, designating the City Manager and the Public Works Director as the authorized personnel to execute Federal and state agreements, documents, and exhibits in compliance with Chapter 2 of the State of California Department of Transportation (Caltrans) Local Assistance Procedures Manual and City of San Diego Capital Improvement Program Projects; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

18. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4245 TO VERDE FACILITIES SERVICES, LLC TO PROVIDE CITYWIDE CUSTODIAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4245 to Verde Facilities Services to provide generator maintenance and repair services for an initial three (3) year term in a not-to-exceed amount of \$1,849,506.66; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$20,000 in Account No. 100-30-510-6040.35 (General-Public Works-Government Building Maintenance-Contract Services Custodial Services) for porter services and by \$10,000 in Account 610-99-6040.35 (Golf-Non-Departmental-Contract Services Custodial Services); and
3. Reject all other proposals; and
4. Authorize the City Manager to execute the professional services agreement; and
5. Take such additional, related action that may be desirable.

Councilmember Jimenez stated that she did not support the item.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved

by the following vote:

MOVED: Torres	SECONDED: Melendez	APPROVED: 4-1-0-0
AYES: Tamayo, Torres, Melendez, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

19. REJECT BIDS RECEIVED FOR THE FIRE STATION #56 RENOVATION PROJECT (CP 923) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for the Fire Station #56 Renovation Project (CP 923) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerk's office to release bidders' bond and
3. Take such additional, related action that may be desirable.

Councilmember Jimenez requested City Manager Alvarez to clarify why the department is recommending rejecting the bids received for this item. City Manager Alvarez stated that the bids were over budget.

The City Clerk's Office acknowledged one (1) member of the public wished to address the City Council. The speaker was provided three (3) minutes to address the City Council and said the speaker's name is on file at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-1-0-0
AYES: Tamayo, Torres, Melendez, Peralta		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

20. 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. Authorize the City Clerk's Office to release all other bidders' bonds; and
3. Authorize the City Manager to execute the construction contract and all change orders in good faith; and
4. Take such additional, related action that may be desirable.

Councilmember Jimenez stated she wouldn't support the item.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Torres	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tamayo, Torres, Melendez, Peralta		
NOES: Jimenez		
ABSTAIN: None		

ABSENT: None

21. ADOPT RESOLUTION NO. 24-77 AUTHORIZING USE OF FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021 FOR THE MONTEBELLO TRANSFORMATIVE CORRIDORS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) FEASIBILITY STUDY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-77 authorizing participation in the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
2. Authorize the City Manager to execute an agreement and all necessary documents related to the Southern California Association of Governments (SCAG) Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

22. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Second Amendment to Cannabis Business Development Agreement No. 23-19 ("Second Amendment") to allow a change of business name and ownership for cannabis business located at 7733 Telegraph Road, in a form approved by the City Attorney's Office; and
2. Adopt findings contained in exempting the Second Amendment from further California Environmental Quality Act (CEQA) review under CEQA Sections 15301 and 15061 and direct staff to prepare and file the applicable Notice of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable, and/or provided the City Attorney's office and/or staff with additional or alternative directives.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

23. AUTHORIZE RECEIPT OF GRANT AWARD FROM DEPARTMENT OF JUSTICE PROPOSITION 56 TOBACCO GRANT AWARD FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the acceptance of \$317,181 in grant funds awarded to the City by the Department of Justice (DOJ) Proposition 56 Tobacco Grant program; and
2. Authorize the City Manager to negotiate and execute any documents or agreements, and any amendments hereto, necessary for the City's participation in the Proposition 56 Tobacco Grant program; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries [expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

24. APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Second Amendment to Cannabis Business Development Agreement No. 16-19 ("Second Amendment") to increase the square footage of the current cannabis cultivation operations in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Approve Strategic Solutions, LLC's request to remove manufacturing from its current business license; and
3. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and
4. Take such additional, related action that may be desirable, and/or provide to City Attorney's office and/or staff with additional or alternative directive(s).

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

25. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4244 FOR ON-CALL BUILDING PLAN CHECK, BUILDING INSPECTION, AND PLANNING CONSULTING SERVICES TO TRANSTECH ENGINEERS, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4244 to Transtech Engineers, Inc. for Building Plan Check, Building Inspection, and Planning Consulting Services based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP No. 25-05; and
2. Authorize the City Manager to execute all required documents related to the Professional Services Agreement between the City of Montebello and Transtech Engineers, Inc. in a form approved by the City Attorney's office; and
3. Take such additional, related action that may be desirable.

Councilmember Torres pulled this item to allow staff to provide the benefits of the agreement.

Director of Planning and Community Development Joseph Lombi listed the benefits.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

26. APPROVAL OF RESOLUTION NO. 24-87, AND RESOLUTION NO. 24-88 FOR HOLIDAY CLOSURE OF CITY HALL AND RELATED ADMINISTRATIVE FACILITIES AND CITY COUNCIL MEETINGS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-87, approving going dark for regularly scheduled City Council meetings on November 27, 2024 and December 25, 2024; and
2. Adopt Resolution No. 24-88 approving the closure of City Hall and the Recreation and Community Services Administrative Office on Wednesday, November 27, 2024, at 1 p.m., Thursday, December 26, 2024 and Thursday, January 2, 2025; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

27. AWARD AGREEMENT NO. 4230 TO KYA SERVICES, LLC FOR THE TRANSPORTATION RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL NO. 24-24

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4230 to KYA Services, LLC (KYA Services) for the Restroom Renovation Services Request for Proposal No. 24-24 (RFP No. 24-24), for a total not-to-exceed amount of One Million, Four Hundred Ninety-Nine Thousand, One Hundred Eighty-Two Dollars (\$1,499,182); and
2. Authorize the City Manager and/or his designee to approve change orders up to five percent (5%) or \$74,960, of the total agreement amount; and

3. Authorize the City Manager to execute and finalize Agreement No. 4230 on behalf of the City of Montebello (City) with KYA Services; and
4. Amend the Fiscal Year (FY) 2024-25 adopted operating budget to increase appropriations by \$1,574,142 in the Contract Services – Building Maintenance/Repair, Account No. 600-90-915-6040.60; and
5. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

28. AWARD AGREEMENT NO. 4241 TO TT FASTER LLC DBA FASTER ASSET SOLUTIONS FOR THE ENTERPRISE ASSET MANAGEMENT SYSTEM REQUEST FOR PROPOSALS NO. 24-23

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4241 to TT FASTER LLC dba FASTER Asset Solutions, for the Enterprise Asset Management (EAM) System Request for Proposals No. 24-23 (FP No. 24-23), for a total not-to-exceed amount of One Hundred Eighty Four Thousand, Three-Hundred Thirty Eight dollars (\$184,338); and
2. Authorize the City Manager to execute and finalize Agreement No. 4241 with FASTER Asset Solutions on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

29. AWARD AGREEMENT NO. 4242 TO THE JANKOVICH COMPANY FOR THE BULK FUELS AND OILS, LUBRICANTS, AND GREASE GOODS REQUEST FOR PROPOSALS NO. 24-22

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4242 to The Jankovich Company, for a three-year (3-year) term with the option for renewal of up to two (2), additional one-year (1-year) terms, for the Bulk Fuels and Oils, Lubricants, and Grease Goods Request for Proposals, No. 24-22 (RFP No. 24-22); and
2. Authorize the City Manager to execute and finalize Agreement No. 4242 with The Jankovich Company on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

30. APPROVE ISSUANCE OF BLANKET PURCHASE ORDER TO L.N. CURTIS & SONS FOR EQUIPMENT AND SUPPLIES FOR FIRE RELATED

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing an annual blanket purchase order to L.N. Curtis and Sons for equipment and fire-related supplies for apparatus for daily emergency operations in an initial amount to not exceed \$100,000 annually beginning Fiscal Year 2024-25 through 2025-26; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for a maximum not-to-exceed \$25,000; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

31. SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS' ASSOCIATION

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute a Side Letter of Agreement to the Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Supervisors' Association (MSA) for the period of January 1, 2022 through June 30, 2025, modifying Article III, Section E of the MOU; and

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

32. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-86 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 13, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-86 approving the Warrant Register dated November 13, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items

- **Angie M. Jimenez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **David N. Torres, Councilmember**
 1. Election Day observations - electioneering by Joella Valdez and others
 2. Meeting with Congresswoman Linda Sanchez, San Gabriel Valley COG, Ray Broquiere re Union Pacific Railroad; other efforts to address stopped trains
 3. Update on Montebello Underpass project
 4. Health condition of former City Administrator Joe Goeden
 1. Councilmember Torres shared his observations at the Voting Centers, citing instances of electioneering he witnessed. He also suggested that election officials be available on Election Day to address any questions, concerns, or complaints.
 2. Councilmember Torres provided a report on the meeting with Congresswoman Sanchez.
 3. Councilmember Torres requested to adjourn the meeting in memory of former City Administrator Joe Goeden.
- **Salvador Melendez, Mayor Pro Tem**
- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on December 11, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify a copy of this agenda has been posted on or before **Sunday, November 10, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned in the memory of Former City Administrator Joe Goetz. Mayor Pro Tem Melendez motioned, seconded by Councilmember Peralta to adjourn the meeting at 6:04 p.m.

THE MINUTES OF NOVEMBER 13, 2024, ARE HEREBY APPROVED AND ADOPTED ON THE 8TH DAY OF JANUARY 2025.

EXHIBIT - CITY OF MONTEBELLO FORMERLY RECALLED 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 FORMERLY RECALLED AGENDA

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. Closed session

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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.** Public Comment

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jbella 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

2



CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. Public Comment

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____ TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Corvera

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: _____

SB9 Applications

MEETING DATE: 11/13/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Roberto Blanco

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Planning dept not accepting SB9 applications because

ACCOMMODATIONS: they have not received info on how to

TRANSLATION NEEDED: No ☒ Yes ☐

Language: English

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 11-13-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tanayo **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

11/13/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Marissa Castro-Salvati

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

SCE

(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ANNA Jurado **PHONE:** [REDACTED]

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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:** General

MEETING DATE: 11/11/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

(Optional)

ADDRESS: on file

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

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:

Item Request acceptance of Bid Proposal

CP923

MEETING DATE: 11-13-24

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Zain Bhaman; for Ambit Construction

PHONE:

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____



**CITY OF MONTEBELLO
SPECIAL CITY COUNCIL MEETING AGENDA**

MINUTES

THURSDAY, DECEMBER 5, 2024 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez was also present. Councilmember Jimenez and City Treasurer Matanga were absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Ramon Figueroa, David Sosnowski, and Cesar Roldan were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

At this time, the general public may **only** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Conrad Lopez v. City of Montebello

Case No.: ADJ18859366; ADJ15372036; ADJ15372054; ADJ15596554; ADJ19409461

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 6:18 p.m.

All four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, direction was provided regarding the worker's compensation claim, no action was taken, and nothing to further report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Mayor Peralta.

CEREMONIAL ITEMS/PRESENTATIONS - NONE

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Recreation and Community Services, David Sosnowski, announced the upcoming Winter Wonderland and Tree Lighting Event, scheduled for December 7 at City Hall. He also thanked Adventist White Memorial for being a sponsor.

REGULAR BUSINESS

2. ADOPT RESOLUTION NO. 24-85, CERTIFICATION OF THE NOVEMBER 5, 2024, GENERAL ELECTION

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Certification of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk; and
2. Adopt Resolution No. 24–85 reciting the facts of the General Election held on November 5, 2024, declaring the results and such other matters as required by law; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved by the following vote:

MOVED: Melendez

SECONDED: Tamayo

APPROVED: 4-0-0-1

AYES: Tamayo, Torres, Melendez, Peralta

NOES: None

ABSTAIN: None

ABSENT: Jimenez

3. **ADOPT RESOLUTION NO. 24-89, DECLARING THE RESULTS OF THE NOVEMBER 5, 2024 MUNICIPAL RECALL ELECTION**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-89 declaring the results of the November 5, 2024, Municipal Recall Election; and
2. Take such additional, related action that may be desirable.

Councilmember Tamayo motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved by the following vote:

MOVED: Tamayo	SECONDED: Melendez	APPROVED: 4-0-0-1
AYES: Tamayo, Torres, Melendez, Peralta		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

Following the approval of this item, Councilmember Jimenez is no longer included in the vote of the remainder of the agenda.

4. **AUTHORIZE THE CITY MANAGER TO EXECUTE THE GRADE CROSSING CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENTS WITH UNION PACIFIC RAILROAD ("UPRR") AND SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ("SGVCOG")**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the execution of the Grade Crossing Construction, Operation and Maintenance Standard form Agreements ("Agreements") for South Vail Avenue, South Greenwood Avenue, and Maple Avenue by and between the City of Montebello, Union Pacific Railroad (UPRR) and San Gabriel Valley Council of Governments (SGVCOG) related to the Montebello Avenue Grade Separation Project ("Project"); and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

Carrie Icinlogg from the San Gabriel River Valley Council of Governments presented the item. The presentation included a project scope, steps for project approval, construction and maintenance agreements, and next steps.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the item was approved unanimously.

5. **AWARD CONSTRUCTION AGREEMENT NO. 4251 TO HARDY & HARPER, INC. FOR THE FISCAL YEAR 2023-24 SENATE BILL 1 (SB 1) STREET IMPROVEMENT PROJECT (CP 913)**

RECOMMENDATION: It is recommended that the City Council:

1. Award Construction Agreement No. 4251 to Hardy & Harper, Inc. for the Fiscal Year 2023-24 SB 1 Street Improvement Project (CP 913) as the most responsive, responsible bidder for the amount of Two Million, Nine-Hundred Twenty-Six Thousand Dollars (\$2,926,000); and
2. Approve a 10% construction contingency of \$292,600 for any necessary change orders; and
3. Amend the Fiscal Year 2024-25 Capital Improvement Budget by increasing appropriations by \$1,200,000 in Account No. 201-30-330-6040.50 (RMRA, Public Works, Engineering, Contract Services - Street Maintenance); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute Agreement No. 4251 and all applicable change orders in good faith; and
6. Take such additional, related action that may be desirable.

Director of Public Works Cesar Roldan presented the item. The presentation included a project overview, project timeline, expectations, and community benefits.

City Attorney Alvarez-Glasman asked the City Council to confirm they did not own property within the project areas.

Mayor Pro Tem Melendez recused himself from the vote.

Councilmember Torres asked how the streets were selected.

City Manager Alvarez explained that previous management had made the recommendations, but moving forward, they aimed to establish a more equitable and transparent selection process.

Councilmember Torres then inquired if the selected streets were part of an existing plan and whether those plans were still being followed.

Director Roldan clarified that some of the streets overlapped with what had been identified as part of a year-one paving cycle.

Councilmember Torres recommended that staff reanalyze the existing plan to ensure a balanced approach across all five districts.

City Manager Alvarez assured the Council that the team would review the plan and implement necessary adjustments.

Councilmember Torres motioned to approve the item with a directive for staff to reevaluate the process, seconded by Councilmember Tamayo, to approve the item with said recommendations; the motion was approved unanimously.

6. AWARD AGREEMENT NO. 4255 TO VOLTAIRE ENGINEERING, INC. FOR THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT – PHASE 1: LANDSCAPE AREA (CP 924)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4255 to Voltaire Engineering, Inc. for the Rio Hondo River Access Improvement Project – Phase 1 Landscape Area (CP 924) as the most responsive, responsible bidder in the amount of \$397,768 plus a 10% construction contingency of \$39,777 for a total contract amount of \$437,545; and
2. Authorize the City Clerk's Office to release all remaining bidders' bonds; and
3. Authorize the City Manager to execute the construction contract agreement and any subsequent change orders in good faith; and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

7. ADOPT RESOLUTION NO. 24-90 ADOPTING AN ARTIFICIAL INTELLIGENCE USE POLICY FOR THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-90 adopting an Artificial Intelligence Use Policy ("AI Policy") for the City of Montebello; and
2. Take such additional, related action that may be desirable.

Councilmember Torres raised a question about the authority granted to the City Manager regarding high-risk artificial intelligence (AI) systems. He suggested that such authority be delegated to the City Council or that a process be developed to ensure high-risk AI systems are reported to the Council.

Director Sosnowski clarified that the guidelines stipulate that any high-risk AI systems would require both City Council approval and public engagement activities.

Councilmember Torres motioned to approve the item with the amendment to include City Council approval for any high-risk AI systems, seconded by Mayor Pro Tem Melendez to approve the item with said recommendation; the motion was approved unanimously.

CONSENT CALENDAR

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

Mayor Peralta pulled Item No. 13 for comment.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the Item Nos. 8-12; the motion was approved unanimously.

8. ACCEPT THE 2023 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUGH AGREEMENT NO. 4243 WITH THE COUNTY OF LOS ANGELES AND APPROVE PURCHASE OF VEHICLES AND RELATED EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4243 with the County of Los Angeles to accept public safety grant funding in the amount of \$96,600 from the 2023 State Homeland Security Program (SHSP); and,
2. Authorize the acceptance of additional grant funding of approximately \$450,000 through the 2023 State Homeland Security Program (SHSP) via the City of Santa Monica; and,
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$94,000 in Account No. 265-80-866-6040.10 (Grants, Police, State Homeland Security Program, Other Contract Services [expenditures]), \$2,600 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$96,600 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$450,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and \$450,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
5. Authorize purchase of vehicles and related equipment as allowed per the State Homeland Security Program (SHSP) grant guidelines utilizing the exceptions to the City's standard purchasing process as allowed by Montebello Municipal Code Section 3.20.050(D) - Conformance with Bidding Procedures-City Council Authorization and
6. Take such additional, related action(s) that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

9. REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE SENIOR CENTER REHABILITATION PROJECT (CP 925) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for construction of the Senior Center Rehabilitation Project (CP 925) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerks office to release bidders' bonds; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

10. AWARD AGREEMENT NO. 4256 TO HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA FOR THE IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL AQUATIC CENTER

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4256 to Horizon Mechanical Contractors of California for the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") in a total not-to-exceed amount of Eighty-Six Thousand, Four Hundred and Eighty-Eight Dollars (\$86,488); and
2. Authorize the City Manager to execute Agreement No. 4256 in good faith; and

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

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

11. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4257 TO G&J NEON SIGNS INC. FOR INSTALLATION OF A LED SIGN AT MONTEBELLO CITY HALL

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4257 to G&J Neon Signs Inc., for the Installation of a LED Sign at Montebello City Hall in a total not-to-exceed amount of One Hundred Seven Thousand, Fifteen Dollars (\$107,015) in response to Request for Proposal ("RFP") No. 24-19; and
2. Authorize the City Manager to execute and finalize agreement No. 4257 with G&J Neon Signs Inc.; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$107,015 in Account No. 100-70-700-6040.60 (General Fund, Parks and Recreation, Administration, Contract Services Building Maintenance and Repair); and,
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

12. APPROVE PURCHASE OF TWO 2025 FORD POLICE INTERCEPTOR VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve purchase of two (2) 2025 Ford Police Interceptor vehicles; and
2. Authorize purchase of the vehicles utilizing a Sourcewell Cooperative Purchasing Agreement with Olathe Ford Sales, Inc. (supplier) as permitted by Montebello Municipal Code Section 3.20.050(F); and
3. Authorize the City Manager to execute the procurement through the Sourcewell Cooperative Purchasing Agreement; and
4. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

13. APPROVE LEASE AGREEMENT NO. 4258 WITH LOS ANGELES COUNTY FOR USE OF THE HOLIFIELD PARK LIBRARY

RECOMMENDATION: It is recommended that the City Council:

1. Approve Lease Agreement No 4258 with Los Angeles County for a five-year term for use of the Holifield Park Library; and
2. Authorize the City Manager to negotiate final terms and execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Peralta suggested that the City strengthen its partnership with the County Library by actively promoting its events on social media platforms, similar to the approach taken by other cities.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion was approved unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on Wednesday, December 11, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: December 4, 2024, at 6:00 p.m.

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello

City Council no less than 24-hours before the start of the Special Meeting.



Kimberly Guillen, Senior Deputy City Clerk

Councilmember Torres motioned, seconded by Mayor Peralta, to adjourn the meeting at 7:18 p.m.

THE MINUTES OF DECEMBER 5, 2024, ARE HEREBY APPROVED AND ADOPTED ON THE 8TH DAY OF JANUARY 2025.

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 REGULAR MEETING

MINUTES

WEDNESDAY, DECEMBER 11, 2024 AT 6:00 PM

**QUIET CANNON, BALL ROOM (CRY TAL ROOM 1 AND 3)
901 VIA SAN CEL MENTE
MONTEBELLO, CAL FORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Melendez, Councilmember Torres, and Councilmember Tamayo. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Noel Pina, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Morza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

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 - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Fire Chief Pelaez.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS**1. PRESENTATION TO AND COMMENTS BY OUTGOING MAYOR CARLET PERALTA**

Mayor Peralta reflected her time as Mayor and spoke about the city's accomplishments throughout the year. She thanked her family, staff, and community for their support and hard work.

Mayor Pro Tem Melendez thanked Mayor Peralta for her dedication and presented gifts to the outgoing Mayor Peralta. He then invited the following dignitaries and Councilmembers from the surrounding cities to present Certificates of Recognition to outgoing Mayor Peralta:

- Field Representative Yulissa Chavez, with the Office of US Congresswoman Linda Sanchez.
- 1st Vice Commander, Genny Cervante, with the American Legion Montebello Post 272.
- Senator Bob Archuleta.
- Mayor Hector Sosa and Councilmember Horacio Cortiz from the City of Downey.
- President Zachary Humber, Vice President Rodriguez, and Vice President Carbajal with the Montebello Firefighters Association.

Mayor Pro Tem Melendez recognized certificates from neighboring cities who were not in attendance: City Council from City of Bell Gardens; Board of Education from Montebello Unified School District; and Assemblymember Mark Gonzalez from District 54.

Mayor Pro Tem Melendez recognized the following Commissioners: Sylvia Takeyama; Oliver Jimenez; Ruben Beas; Phoenix Perez. He also recognized Montebello reporter and Rotary Club President-Elect, Sarkis.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez congratulated Mayor Peralta and Councilmember Torres on their re-election.

REGULAR BUSINESS**2. ADMINISTRATION OF OATH OF OFFICE FOR DISTRICTS 2 AND 4 FOR REELECTED COUNCIL MEMBERS AND CITY CLERK****RECOMMENDATION: It is recommended that the City Council:**

1. Receive and File Oath of Office for newly elected officials.

Mayor Peralta invited her family and Senator Bob Archuleta to the dais administer her Oath of Office.

Councilmember Torres invited his fiancée, Gabriela, to the dais to administer his Oath of Office.

City Clerk Jimenez invited Senior Deputy City Clerk, Kimberly Guillen, and his mother, Ernest Jimenez, to the dais to administer his Oath of Office.

3. CITY COUNCIL SELECTION OF MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010, "REORGANIZATION"**RECOMMENDATION: It is recommended that the City Council:**

1. Move to designate one of its members as Mayor and Mayor Pro Tempore as called for in Section 2.08.010 of the Montebello Municipal Code.

Mayor Peralta requested nominations for the Mayor's position.

Councilmember Torres nominated Mayor Pro Tem Salvador Melendez for Mayor, seconded by Councilmember Tamayo; the motion passed unanimously.

Mayor Melendez accepted the role of Mayor and expressed gratitude for the opportunity.

Mayor Melendez requested nominations for the Mayor Pro Tem position.

Councilmember Peralta nominated Councilmember Georgina Tamayo for Mayor Pro Tem, seconded by Councilmember Torres; the motion passed unanimously.

Mayor Pro Tem Tamayo accepted the role of Mayor Pro Tem and expressed heartfelt thanks to her colleagues for selecting her for the Mayor Pro Tem position.

CONSENT CALENDAR

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

Approved unanimously.

4. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-91 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 11, 2024.**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-91 approving the Warrant Register dated 12/11/24.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 8, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, December 8, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting at 7:14 p.m.

THE MINUTES OF DECEMBER 11, 2024, ARE HEREBY APPROVE AND ADOPTED ON THE 8TH DAY OF JANUARY 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 12/11/24

TIME RECEIVED: 5:44

SPEAKER'S FULL NAME: Joseph Paul Diaz

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 12-11-2024 **TIME RECEIVED:** 5:48

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** New Construction Affordable Housing

MEETING DATE: 12/11 **TIME RECEIVED:** 6:00 pm

SPEAKER'S FULL NAME: Sofia Mier **PHONE:** [REDACTED] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Cesar Chavez Foundation

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

4 ✓

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:

RIVERBED / SANTA MRS / DE PAUL CENTER

MEETING DATE:

12/11/24

TIME RECEIVED:

637

SPEAKER'S FULL NAME:

Darlene Alcalá

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



ITEM # 16

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-01 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JANUARY 8, 2025**

RESOLUTION NO. 25-01

**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.1585, consisting of 7 pages, and including:

Warrant No.

General: Check No. 605516 through 605661
ACH No. 7637 through 7720

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 8TH DAY OF JANUARY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-01

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-01 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of January 2025 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. 1585
From Payment Date 11/29/24 - To Payment Date 12/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7637	12/05/2024	\$4,270.44	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
7638	12/05/2024	\$336.61	SUPPLIES	3163	BANK OF AMERICA
7639	12/05/2024	\$591.21	SUPPLIES	3163	BANK OF AMERICA
7640	12/05/2024	\$4,229.72	TRAINING	3163	BANK OF AMERICA
7641	12/05/2024	\$12.51	SUPPLIES	3163	BANK OF AMERICA
7642	12/05/2024	\$603.33	SUPPLIES	3163	BANK OF AMERICA
7643	12/05/2024	\$1,705.28	SUPPLIES	3163	BANK OF AMERICA
7644	12/05/2024	\$121.48	SUPPLIES	3163	BANK OF AMERICA
7645	12/05/2024	\$1,550.28	SUPPLIES	3163	BANK OF AMERICA
7646	12/05/2024	\$2.22	SUPPLIES	3163	BANK OF AMERICA
7647	12/05/2024	\$304.04	SUPPLIES	3163	BANK OF AMERICA
7648	12/05/2024	\$11,897.12	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
7649	12/05/2024	\$2,836.83	CONTRACT SERVICES	2586	AMAZON CAPITAL SERVICES INC
7650	12/05/2024	\$17,090.76	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
7651	12/05/2024	\$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
7652	12/05/2024	\$151,389.67	CONTRACT SERVICES	4764	CALIFORNIA LANDSCAPE & DESIGN
7653	12/05/2024	\$1,805.90	MACHINERY & EQUIPMENTS	4617	CDCE INC
7654	12/05/2024	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
7655	12/05/2024	\$2,709.03	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
7656	12/05/2024	\$832.48	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
7657	12/05/2024	\$2,162.12	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
7658	12/05/2024	\$32,243.58	CONTRACT SERVICES	371	FLO-SERVICES INC
7659	12/05/2024	\$2,004.41	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS INC
7660	12/05/2024	\$12,437.80	CONTRACT SERVICES	3490	INTER-CON SECUIRITY SYSTEMS INC
7661	12/05/2024	\$5,626.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
7662	12/05/2024	\$550.00	CONTRACT SERVICES	4479	KAT CONSULTING SERVICES
7663	12/05/2024	\$373,038.92	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
7664	12/05/2024	\$6,225.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
7665	12/05/2024	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
7666	12/05/2024	\$333.22	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
7667	12/05/2024	\$48,643.92	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
7668	12/05/2024	\$1,140.14	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
7669	12/05/2024	\$499.92	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
7670	12/05/2024	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC



City of Montebello
Register of Demands No. 1585
From Payment Date 11/29/24 - To Payment Date 12/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7671	12/05/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
7672	12/05/2024	\$931.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
7673	12/05/2024	\$39.69	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7674	12/05/2024	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
7675	12/12/2024	\$1,804.51	SUPPLIES	3163	BANK OF AMERICA
7676	12/12/2024	\$644.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
7677	12/12/2024	\$2,208.38	TRAINING	3163	BANK OF AMERICA
7678	12/12/2024	\$4,099.95	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7679	12/12/2024	\$6,092.59	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7680	12/12/2024	\$484.28	SUPPLIES	3163	BANK OF AMERICA
7681	12/12/2024	\$6,889.60	SUPPLIES	3163	BANK OF AMERICA
7682	12/12/2024	\$6,564.46	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
7683	12/12/2024	\$6,361.77	SUPPLIES	3163	BANK OF AMERICA
7684	12/12/2024	\$3,563.60	TRAINING	3163	BANK OF AMERICA
7685	12/12/2024	\$517.72	SUPPLIES	3163	BANK OF AMERICA
7686	12/12/2024	\$3,669.49	TRAINING	3163	BANK OF AMERICA
7687	12/12/2024	\$3,667.69	SUPPLIES	3163	BANK OF AMERICA
7688	12/12/2024	\$4,428.34	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
7689	12/12/2024	\$2,105.13	TRAINING	3163	BANK OF AMERICA
7690	12/12/2024	\$1,632.00	SUPPLIES	3163	BANK OF AMERICA
7691	12/12/2024	\$1,416.43	SUPPLIES	3163	BANK OF AMERICA
7692	12/12/2024	\$3,135.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
7693	12/12/2024	\$82,533.67	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
7694	12/12/2024	\$2,105.54	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
7695	12/12/2024	\$608.58	CONTRACT SERVICES	35980	SAEED RADMEHR
7696	12/12/2024	\$37,305.51	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
7697	12/12/2024	\$540.11	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
7698	12/12/2024	\$29,342.60	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
7699	12/12/2024	\$434.82	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
7700	12/12/2024	\$1,306.43	FUEL	962	MO DION & SONS INC
7701	12/12/2024	\$346.74	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
7702	12/12/2024	\$36,839.11	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
7703	12/12/2024	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
7704	12/12/2024	\$369.81	MACHINERY & EQUIPMENTS	3706	ALEX GILLMAN
7705	12/12/2024	\$4,500.00	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
7706	12/12/2024	\$1,292.54	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC



City of Montebello
Register of Demands No. 1585
From Payment Date 11/29/24 - To Payment Date 12/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7707	12/12/2024	\$50,971.50	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
7708	12/12/2024	\$22,818.94	SUPPLIES	26670	LIFE-ASSIST INC
7709	12/12/2024	\$65,863.54	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
7710	12/12/2024	\$2,231.82	TRAINING	3217	JUAN MARTINEZ
7711	12/12/2024	\$137.75	TRAINING	3778	LAWRENCE MOON
7712	12/12/2024	\$6,085.21	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
7713	12/12/2024	\$1,647.50	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
7714	12/12/2024	\$138,168.00	CONTRACT SERVICES	42180	PCAM LLC
7715	12/12/2024	\$174.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
7716	12/12/2024	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
7717	12/12/2024	\$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
7718	12/12/2024	\$434.21	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
7719	12/12/2024	\$1,215.03	SUPPLIES	3088	WAXIES ENTERPRISES LLC
7720	12/12/2024	\$694.00	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTAL		\$1,693,762.53			
605516	12/05/2024	\$14,700.00	UNIFORM EXPENSE	4217	1819 SUPPLY
605517	12/05/2024	\$8,644.50	TRAINING	4817	360 COMMAND LLC
605518	12/05/2024	\$605.49	UTILITY SERVICES	39550	AT&T
605519	12/05/2024	\$4,043.75	UTILITY SERVICES	1732	AT&T CORP
605520	12/05/2024	\$14,911.31	SUPPLIES	1529	ATHANS ICE HOUSE
605521	12/05/2024	\$3,532.56	SALES TAX LIABILITY	2307	CALIF DEPT OF TAX AND FEE ADMINISTRATION
605522	12/05/2024	\$81.43	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
605523	12/05/2024	\$225.48	SUPPLIES	409	CARAVAN CANOPY INTL INC
605524	12/05/2024	\$34.99	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
605525	12/05/2024	\$3,398.50	CONTRACT SERVICES	4797	CHILL ENTERTAINMENT
605526	12/05/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
605527	12/05/2024	\$1,950.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
605528	12/05/2024	\$2,883.53	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
605529	12/05/2024	\$185.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605530	12/05/2024	\$74.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605531	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605532	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605533	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605534	12/05/2024	\$74.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH



City of Montebello
Register of Demands No. 1585
From Payment Date 11/29/24 - To Payment Date 12/12/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
605535	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605536	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605537	12/05/2024	\$37.00	CONTRACT SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
605538	12/05/2024	\$24,817.70	SUPPLIES	1939	DIGITAL EMS SOLUTIONS INC
605539	12/05/2024	\$270.00	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
605540	12/05/2024	\$415.95	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
605541	12/05/2024	\$0.00	VOID	22400	FEDERAL EXPRESS CORPORATION
605542	12/05/2024	\$149.41	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
605543	12/05/2024	\$1,463.91	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
605544	12/05/2024	\$14,203.05	UNIFORM EXPENSE	55650	GALLS LLC
605545	12/05/2024	\$1,000.00	SUPPLIES	4832	WIL GALVAN
605546	12/05/2024	\$648.30	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
605547	12/05/2024	\$850.00	CONTRACT SERVICES	3873	CARYN GARCIA
605548	12/05/2024	\$7,400.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
605549	12/05/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
605550	12/05/2024	\$1,000.44	VEHICLE PURCHASES	3914	GRAFIX SYSTEMS
605551	12/05/2024	\$1,200.00	SUPPLIES	3679	JOSE GUERRERO
605552	12/05/2024	\$1,200.00	SUPPLIES	3599	JOHN H HERNANDEZ
605553	12/05/2024	\$2,983.82	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
605554	12/05/2024	\$5,865.21	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
605555	12/05/2024	\$1,000.00	CONTRACT SERVICES	4581	INCOMPLI INC
605556	12/05/2024	\$3,548.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
605557	12/05/2024	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
605558	12/05/2024	\$400.00	CONTRACT SERVICES	2942	JAIRIS PLUMBING INC
605559	12/05/2024	\$13,152.55	CONTRACT SERVICES	4355	LM INVESTIGATIONS LLC
605560	12/05/2024	\$758,105.72	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
605561	12/05/2024	\$26,203.62	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
605562	12/05/2024	\$1,300.00	CONTRACT SERVICES	41130	MIHM INC
605563	12/05/2024	\$19,590.72	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
605564	12/05/2024	\$86.54	SUPPLIES	15620	OFFICE DEPOT INC
605565	12/05/2024	\$500.00	CONTRACT SERVICES	4774	CATHERINE PARRA
605566	12/05/2024	\$8,500.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT INC
605567	12/05/2024	\$492.58	RETIREMENT	42490	LINDA PAYAN
605568	12/05/2024	\$899.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
605569	12/05/2024	\$29,300.00	CONTRACT SERVICES	4790	PIONEER PRODUCTION SERVICES LLC
605570	12/05/2024	\$389.84	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
605571	12/05/2024	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
605572	12/05/2024	\$1,879.20	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
605573	12/05/2024	\$2,897.36	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
605574	12/05/2024	\$5,021.51	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
605575	12/05/2024	\$800.00	CONTRACT SERVICES	3284	VANESSA SIDA
605576	12/05/2024	\$27,293.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
605577	12/05/2024	\$40,003.84	CONTRACT SERVICES	2863	STRYKER SALES CORPORATION
605578	12/05/2024	\$2,000.00	CONTRACT SERVICES	74370	RENE BURGUAN
605579	12/05/2024	\$13,670.18	UTILITY SERVICES	526	T-MOBILE USA INC
605580	12/05/2024	\$2,812.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
605581	12/05/2024	\$2,100.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
605582	12/05/2024	\$10,587.00	CONTRACT SERVICES	4356	TRUVIEW BSI, LLC
605583	12/05/2024	\$262.09	SUPPLIES	45120	ULINE INC
605584	12/05/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
605585	12/05/2024	\$7,368.57	UTILITY SERVICES	23610	VERIZON WIRELESS
605586	12/05/2024	\$29.55	MACHINERY & EQUIPMENTS	3999	VRC COMPANIES LLC
605587	12/05/2024	\$500.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
605588	12/12/2024	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
605589	12/12/2024	\$795.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605590	12/12/2024	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
605591	12/12/2024	\$2,299.69	UTILITY SERVICES	39550	AT&T
605592	12/12/2024	\$4.43	UTILITY SERVICES	39550	AT&T
605593	12/12/2024	\$13,415.70	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
605594	12/12/2024	\$1,420.00	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
605595	12/12/2024	\$11,518.55	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
605596	12/12/2024	\$147.30	SUPPLIES	4246	LOUIE CANJURA
605597	12/12/2024	\$475.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
605598	12/12/2024	\$925.00	CONTRACT SERVICES	3644	GRACE CHANG
605599	12/12/2024	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
605600	12/12/2024	\$945.00	CONTRACT SERVICES	3644	GRACE CHANG
605601	12/12/2024	\$2,200.00	CONTRACT SERVICES	3644	GRACE CHANG
605602	12/12/2024	\$1,175.00	CONTRACT SERVICES	3644	GRACE CHANG
605603	12/12/2024	\$6,804.13	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
605604	12/12/2024	\$1,905.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
605605	12/12/2024	\$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
605606	12/12/2024	\$1,380.00	CONTRACT SERVICES	4806	CSCDA COMMUNITY IMPROVEMENT AUTHORITY



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General Account					
605607	12/12/2024	\$1,226.52	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
605608	12/12/2024	\$200.00	TRAINING	4736	JOE DE LA TORRE
605609	12/12/2024	\$800.00	CONTRACT SERVICES	3093	EASTCO POWDER COATING INC
605610	12/12/2024	\$424.00	TRAINING	3392	EL CAMINO COLLEGE
605611	12/12/2024	\$1,000.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
605612	12/12/2024	\$512.22	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
605613	12/12/2024	\$355.99	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
605614	12/12/2024	\$2,331.68	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
605615	12/12/2024	\$3,240.00	CONTRACT SERVICES	4834	FPR LOZA LLC
605616	12/12/2024	\$2,584.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
605617	12/12/2024	\$81,675.30	CONTRACT SERVICES	4738	G2 CONSTRUCTION INC
605618	12/12/2024	\$33,486.28	UNIFORM EXPENSE	55650	GALLS LLC
605619	12/12/2024	\$306.00	SUPPLIES	28730	GARFIELD CAR WASH
605620	12/12/2024	\$316.25	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
605621	12/12/2024	\$400.43	SUPPLIES	2059	HASA INC
605622	12/12/2024	\$36,450.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
605623	12/12/2024	\$8,673.10	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
605624	12/12/2024	\$14,634.40	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
605625	12/12/2024	\$3,513.25	CONTRACT SERVICES	3716	KOA CORPORATION
605626	12/12/2024	\$852.30	UNIFORM EXPENSE	4497	MANHATTAN STITCHING COMPANY INC
605627	12/12/2024	\$4,225.04	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
605628	12/12/2024	\$1,437,328.86	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS INC
605629	12/12/2024	\$150.59	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
605630	12/12/2024	\$825.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
605631	12/12/2024	\$172.73	SUPPLIES	15620	OFFICE DEPOT INC
605632	12/12/2024	\$1,100.00	EDUCATION REIMBURSEMENT	4480	MATTHEW ORTEGA
605633	12/12/2024	\$1,200.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
605634	12/12/2024	\$1,800.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
605635	12/12/2024	\$6,282.18	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
605636	12/12/2024	\$1,233.72	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
605637	12/12/2024	\$3,794.38	SUPPLIES	503	QUADIENT INC
605638	12/12/2024	\$330.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
605639	12/12/2024	\$2,214.27	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
605640	12/12/2024	\$638.00	GENERAL GOVERNMENT	4837	JOSELINE ROMAN
605641	12/12/2024	\$5,247.44	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
605642	12/12/2024	\$4,848.00	EDUCATION REIMBURSEMENT	48930	SANTA ANA COLLEGE



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General Account					
605643	12/12/2024	\$474.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
605644	12/12/2024	\$3,442.81	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
605645	12/12/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
605646	12/12/2024	\$123,056.59	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
605647	12/12/2024	\$50,460.54	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
605648	12/12/2024	\$21,150.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
605649	12/12/2024	\$4,723.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
605650	12/12/2024	\$1,575.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
605651	12/12/2024	\$5,499.21	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
605652	12/12/2024	\$2,000.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
605653	12/12/2024	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
605654	12/12/2024	\$55,065.97	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
605655	12/12/2024	\$2,285.81	UTILITY SERVICES	72570	US TELEPACIFIC CORP
605656	12/12/2024	\$5,286.18	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
605657	12/12/2024	\$1,759.74	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
605658	12/12/2024	\$8,322.00	MACHINERY & EQUIPMENTS	4696	WESTECO
605659	12/12/2024	\$19,915.50	CONTRACT SERVICES	3731	YUNEX LLC
605660	12/12/2024	\$105,792.74	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
605661	12/12/2024	\$3,379.68	CONTRACT SERVICES	2905	ZUTRA WATER
CHECK TOTAL		\$3,249,358.23			
GRAND TOTAL		\$4,943,120.76			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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



City Council Forecasted Agenda Calendar - January

January 22, 2025 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Treasurer's Report	Presentation	Finance	Michael Solorza
	Council Appointments to Other Jurisdictions & Ad Hocs	Regular Business	Admin	Kimberly Guillen
	Consideration of Filling Vacant Councilmember Position	Regular Business	Admin	Kimberly Guillen
	Approve Amendment No. 3 to Agr No. 3226 with Reflex Traffic Systems, Inc.	Consent	Police	Assistant Chief Cabrera
	Minutes	Consent	Admin	Kimberly Guillen
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.