



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, FEBRUARY 12, 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
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Vacant, Councilmember

CITY MANAGER

Raul Alvarez

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Acting Assistant City Manager
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

Angelica Palmeros
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. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
J. Ibarra v. City of Montebello
Case No. ADJ11301865, ADJ15112999
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
I. Navarro v. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ6773842
3. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Threat of litigation in one matter based upon threat submitted by S. Rafferty for unnamed parties

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. **CITIZEN OF THE MONTH - MARTE SANCHEZ**

6. PROCLAMATION FOR BLACK HISTORY MONTH
7. PROCLAMATION FOR AMERICAN HEART MONTH
8. CITY TREASURER'S REPORT

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

9. **ADOPT RESOLUTION NO. 25-08 ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MONTEBELLO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-08 to receive and file annual mandated Fire Department inspection compliance information pursuant to Sections 13146.2 and 13146.3 of the State of California Health and Safety Code; and,
2. Take such additional, related action that may be desirable.

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

RECOMMENDATION: It is recommended that the City Council:

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

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

RECOMMENDATION: It is recommended that the City Council:

1. Adopt a Resolution No. 25-13 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.

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.

12. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4005 WITH AVENU INSIGHTS & ANALYTICS, LLC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4005 with Avenu Insights & Analytics, LLC for document scanning services, for an additional One-Year (1) Year term (through June 30, 2026) for a total not-to-exceed amount of \$250,000; and
2. Authorize the City Manager to execute and finalize Amendment No. 2 to Agreement No. 4005 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$125,000 in Account No. 100-10-110-6040.10 (City Clerk-Contract Services Outside Contracts); and
4. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 3857 WITH BLAIS & ASSOCIATES FOR GRANT WRITING SERVICES TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3857 with Blais & Associates to increase the annual not-to-exceed amount to \$130,000; and
2. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 3857 with Blais & Associates; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$30,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts); and
4. Take such additional, related action that may be desirable.

14. APPROVE FINAL TRACT MAP NO. 82726, CONSISTENT WITH THE PREVIOUSLY APPROVED VESTING TENTATIVE TRACT MAP NO. 82725, AND FIND AND DETERMINE THAT FINAL TRACT MAP NO. 82726 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15182(C) OF THE CEQA GUIDELINES AND GOVERNMENT CODE SECTION 65457

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-10 approving Final Tract Map No. 82726, consistent with previously approved Vesting Tentative Tract Map ("VTTM") No. 82725, in connection with the Montebello Hills Specific Plan Project, and authorize its filing with the Los Angeles County Recorder; and
2. Determine and find that this action is consistent with the previously certified Environmental Impact Report ("EIR") for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b); and
3. Authorize the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City's approval of Final Tract Map No. 82726 in connection with the Montebello Hills Specific Plan Project; and
4. Take such additional, related, action that may be desirable.

15. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2024 (Second Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

16. AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4273 WITH OPENGOV, INC. FOR PERMITTING AND LICENSING SOFTWARE SOLUTION

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4273 with OpenGov, Inc. for cloud-based permitting and licensing software solutions provided by Vertosoft in the amount of \$101,930 annually for three (3) years with two (2) one-year renewal options, plus one-time implementation costs of \$86,800, for a total contract amount not to exceed \$393,590; and,
2. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$188,730 in Account No. 100-50-500-6010.40 (General Fund, Community Development, Administration, Machinery & Equipment – Computer Software); and,
3. Take such additional, related action that may be desirable.

17. ADOPT RESOLUTION NO. 25-12 AUTHORIZING THE CITY MANAGER AND/OR THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS AND AMENDMENTS WITH CALTRANS AND AUTHORIZE THE EXECUTION OF ALL PROJECT AND/OR RIGHT OF WAY CERTIFICATIONS TO RECEIVE FEDERAL AND/OR STATE FUNDING FOR TRANSPORTATION PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-12 authorizing the City Manager and/or the Director of Public Works to execute all master agreements, program supplemental agreements, cooperative agreements, fund exchange agreements, and fund transfer agreements and/or any amendments thereto with the California Department of Transportation (Caltrans) and authorize the execution of all projects and/or right of way certifications as necessary for the City of Montebello to receive federal and/or state funding for certain transportation projects; and
2. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 25-14 ACCEPTING THE 2024 SUSTAINABLE COMMUNITIES PROGRAM ACTIVE TRANSPORTATION & SAFETY PROGRAM GRANT (CP 930) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-14 accepting the Southern California Association of Governments (SCAG) 2024 Sustainable Communities Program Active Transportation & Safety Program grant in the amount of \$362,500; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$362,500 in Account No. 265-30-334-6040.10 10 (Grants, Public Works, SCAG – SCP Active Transportation, Contract Services Outside Contracts [Expenditures]) and \$362,500 in Account No. 265-99-4198.26 (Grants, SCAG - SCP Active Transportation [Revenue]); and
3. Authorize the City Manager to execute the agreement and all other applicable documents as a condition of approval to receive grant funds; and
4. Authorize staff to coordinate with SCAG staff to initiate the environmental clearance processes under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act
5. Take such additional, related action that may be desirable.

19. APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 25-09 FOR FIRE DEPARTMENT COMPREHENSIVE STRATEGIC PLAN CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposal (RFP) No. 25-09 for comprehensive strategic plan consulting services for the Fire Department; and
2. Take such additional, related action that may be desirable.

20. ADOPT RESOLUTION NO. 25-09 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-09 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (Metro) to accept Montebello Bus Lines' (MBL) participation in the Zero Emission Transit Capital Program (ZETCP) effective October 1, 2024 through June 30, 2028; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be reasonable and necessary.

21. APPROVE ISSUING A REQUEST FOR QUOTES (RFQ) NO. Q-25-01 FOR TRANSIT NON-REVENUE RELIEF VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Request for Quotes (RFQ), No. Q-25-01 for Transit Non-Revenue Relief Vehicles; and
2. Take such additional, related, action that may be reasonable and necessary

22. APPROVAL OF EMERGENCY PROCUREMENT OF PUBLIC SAFETY RADIO COMMUNICATION'S BACK-UP GENERATOR

RECOMMENDATION: It is recommended that the City Council:

1. Approve the emergency procurement of a public safety radio communication's back-up generator; and
2. Take such additional, related action that may be desirable.

23. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-15 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 12, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-15 approving the Warrant Register dated February 12, 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**
- **Scarlet Peralta, Councilmember**
- **Ric Alonzo, Councilmember**

1. Request a presentation outlining proposed locations, budget allocation, staffing, and operational plans for a police substation in South Montebello, along with related public safety initiatives for the district.
2. Request an update on the replacement of the Bluff Road iron fence, including next steps, a projected timeline, and maintenance efforts.

- Salvador Melendez, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 26, 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, February 9, 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 # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT RESOLUTION NO. 25-08 ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MONTEBELLO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

DATE: February 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-08 to receive and file annual mandated Fire Department inspection compliance information pursuant to Sections 13146.2 and 13146.3 of the State of California Health and Safety Code: and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended actions have no fiscal impact.

BACKGROUND/DISCUSSION:

California Health and Safety Code Sections 13146.2 and 13146.3 require fire departments that provide fire protection services to perform annual inspections of certain occupancies. These inspections ensure compliance with building standards for public safety. Specifically, inspections are mandated for Educational Group E Occupancies, which include public and private schools used by more than six persons for educational purposes through the 12th grade, and Residential Group R Occupancies, which include facilities containing sleeping units such as hotels, motels, apartment buildings (three or

more units), and residential care facilities.

California Health and Safety Code Section 13146.4, effective September 27, 2018, requires fire departments to report annually to their administering authority on compliance with these inspection requirements. Resolution No. 25-08 (Attachment A) acknowledges receipt of the Montebello Fire Department's 2024 inspection compliance report for the aforementioned occupancies.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Montebello Fire Department has completed the required annual inspections for calendar year 2024. For Educational Group E Occupancies, a total of 28 buildings, structures, and facilities were inspected, resulting in a compliance rate of 100%. For Residential Group R Occupancies, a total of 871 buildings, structures, and facilities were inspected, also achieving a compliance rate of 100%.

SUMMARY:

Resolution No. 25-08 fulfills the requirements of the California Health and Safety Code by formally acknowledging the Montebello Fire Department's compliance with annual inspection mandates for Group E and Group R occupancies within the City of Montebello. The City Council is requested to approve Resolution No. 25-08 (Attachment A) as part of the public record.

ATTACHMENT(S)

1. Attachment A - Resolution 25-08
2. Attachment B - Community Risk Reduction Division

RESOLUTION NO. 25-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MONTEBELLO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Montebello Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Montebello Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and

WHEREAS, the Council of the City of Montebello intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Montebello Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Montebello that said Council expressly acknowledges the measure of compliance of the Montebello Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Montebello, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Montebello, there lie 28 Group E occupancies, buildings, structures and/or facilities.

During calendar year 2024, the Montebello Fire Department completed the annual inspection of 28 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Montebello, there lie 871 Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2024, the Montebello Fire Department completed the annual inspection of 871 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of about 100% for this reporting period.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF FEBRUARY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-08

Page 3 of 3

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

I, Christopher Jimenez, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 25-08 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 12th day of February 2025, as approved by law by the following vote:

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.

Christopher Jimenez, City Clerk



Montebello Fire Department



Community Risk Reduction Division



Who are we?

The Montebello Fire Department provides for life safety, property & environmental conservation through hazard reduction in Our Community Risk Reduction Division (CRRD).

CRRD staff utilize Education, Engineering & Enforcement in conjunction with the California Fire Code, NFPA Standards and industry best practices to identify and mitigate issues within our jurisdiction.

The CRRD participates

- Conditional Use Processes & Planning
- New and existing occupancy inspections
- New construction & Fire Engineering
- Hazardous Materials
- Fire & Arson Investigations
- Special Events Planning & Inspections
- Emergency Operations Center
- Public Education
- Training
- Regional Task Force Participants

Staff

A Few but crucial members of our Division are:

- Fire Marshall-Arson Investigator Daniel SiFuentes
- Fire Captain-Arson Investigator Gary Robinson
- Fire Inspector Yvette Fernandez
- Fire Inspector Steven Minnig
- Fire inspector Jacob Schwenk
- Senior Administrative Assistant Veronica Lara
- Senior Administrative Assistant Blessing Tualega



Senate Bill 1205

BACKGROUND: The California Health and Safety Code §13146.4 was amended and became effective into law on September 27, 2018. In addition to Senate Bill 1205, this section was created in response to numerous inquiries by the state legislature regarding the 2016 "Ghost Ship Fire" that occurred in the city of Oakland. The fire occurred in a warehouse that was illegally converted into a housing complex. As a direct result of the fire, 36 people were killed

Inspections

- California State Mandated Inspections:
 - E's= Educational
 - I's= Institution's (Jails, Hospitals, Daycare home)
 - R's= Residential (Multi-family R-2's)
 - R-1= Hotels/Motels
 - Residential Care Facilities
 - High Rise Structures



Questions?



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

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

DATE: February 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

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

FISCAL IMPACT:

There is no fiscal impact associated with these assignments.

BACKGROUND/DISCUSSION:

Annually, following the City Council reorganization meeting, the City Council reviews assigning Councilmembers to represent the City on various Boards, Agencies, Ad Hoc, and Task Force Committees. The City Council will review the current assignments, attached herein as Attachments A and B, to either confirm or make recommendations as

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 2 of 2

desired. The City Council may recommend dissolving an Ad Hoc once the committee has fulfilled its intended purpose.

At the December 11, 2024 City Council meeting, in accordance with Montebello Municipal Code Section 2.08.010 (Council Reorganization), the City Council reorganized by selecting one of its members as Mayor and Mayor Pro Tempore.

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

At the January 8, 2025, City Council meeting, the City Council reached a consensus to establish an Economic Development and Workforce Development Ad Hoc Committee. This Ad Hoc will focus on upcoming opportunities in Montebello, including the 2028 Olympic Games and other major events. With the City's recent adoption of the Economic Prosperity Plan, there are numerous opportunities to strategically plan for Montebello's growth and development.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council review the list of assignments to the various Boards, Agencies, Ad Hoc, and Task Force Committees and either confirm or make any recommendations as desired; and establish an Economic Development and Workforce Ad Hoc Committee. The attached lists (Attachments A and B) show the current City Council appointments and are presented for the City Council's review.

ATTACHMENT(S)

1. Attachment A - CC Assignments to Regional Boards - 2024
2. Attachment B - City Ad Hoc and Task Force Assignments 2024



City Council Regional Board Assignments

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	Peralta*	Melendez	\$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; *Delegate must be Mayor; anyone can be alternate.	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Christensen	562-908-4288 ext. 1101; kchristensen@lacsds.org
Los Angeles County City Selection Committee	Peralta*	Melendez*	\$0	Meets 2-4 times a year as needed; *Delegate must be Mayor, and Alternate must be MPT.	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	Torres (Effective 04/10/24)	Tamayo (Effective 04/10/24)	\$75.00	Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings	Upper San Gabriel Valley Municipal Water District 1333 S. Mayflower Ave., Ste. 360 Monrovia, CA 91016 (in person)	Katie Ward / Stefanie Hernandez	kward@sgvcog.org ; shernandez@sgvcog.org ; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Torres	Peralta (Effective 04/10/24)	\$0	Meets every 1st Monday 11:00 a.m.	SGVCOG 1333 S. Mayflower Avenue, Suite 360, Monrovia 91016	Yanin Rivera/ Kevin Lai	yrivera@sgvcog.org ; klai@sgvcog.org
Gateway Cities Council of Governments	Tamayo	Peralta (Effective 04/10/24)	\$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	Melendez (Effective 04/10/24)	Tamayo (Effective 04/10/24)	\$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	Tamayo	Torres	\$0	4th Wednesday of the month at 8 a.m.	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640	Adriana Dugan	adriana@montebellochamber.org
League of California Cities	Torres	Peralta	\$0	Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org ; 626-716-0076; jquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	Avik Cordeiro (Resident Reappointed 11/10/2021-11/2025 for a period of 4 yrs.)	-	\$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@qlacvcd.org
Southeast Area Animal Control (SEAACA)	Peralta	Tamayo (Effective 04/10/24)	\$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	Peralta	Melendez	\$0 - unless Regional Councilmember (CM) or Policy CM	General Assembly Business meeting meets once a year in May (May 2-3, 2024 in Palm Desert)	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov

2024



Ad Hoc and Task Force Assignments

Name of Committee/Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association	1	Peralta		1/10/2024
Stepanakert Sister City Association	1	Melendez		1/10/2024
Innovating Commerce Serving Communities Ad-Hoc	2	Peralta	Melendez	1/10/2024
<i>* Joint School District Ad Hoc</i>	<i>2</i>	<i>Torres</i>	<i>Tamayo</i>	<i>Pending Approval from MUSD</i>
Washington Goldline Coalition	2	Torres		1/10/2024
Adventist White Memorial Ad Hoc	2	Melendez	Torres	1/10/2024



ITEM # 11

**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
Samantha Nevarez, Management Analyst

SUBJECT: CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION

DATE: February 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt a Resolution No. 25-13 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.

Per the Los Angeles County Registrar Recorder's office, if the City Council selects Option No. 1 - to call a Special Election, it would cost, at a minimum, approximately \$450,000 - \$510,000. Notably, the Los Angeles County Registrar Recorder's office informed the City that Council District 4 currently has 6,889 registered voters. When compared with Council District 5, which has 5,810 registered voters, Council District 4 has 1,089 more voters. For this reason, it is expected that a special election for Council District 4 will significantly be over the estimated cost of \$450,000 - \$510,000. It is important to note that many factors go into an election as required by state and local laws. Elections encompass labor and operations costs in addition to printing a sample ballot booklets for all 6,889

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 2 of 4

registered voters receiving Vote-by-Mail ballots. We are also required by law to have early voting, which requires facility rentals, agreements, staffing, and all necessary accommodations required by the Los Angeles County Registrar-Recorder. These election requirements are required for any election in Los Angeles County. This special election 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 no fiscal impact to the City.

BACKGROUND/DISCUSSION:

On January 28, 2025, Councilmember David Torres resigned from his position with the City of Montebello effective immediately. This resignation created a vacancy in District 4. Under Government Code Section 36512(b), the City Council may choose to fill the unscheduled vacancy in District 4 either through an appointment or by calling a Special Election within 60 days of the vacancy (Government Code Section 36512). The 60-day deadline is on March 29, 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

As a result of the unscheduled vacancy, the City Council is obligated to fill the vacancy of David Torres' 4-year term, which ends in December 2028 until the next General Municipal Election on November 3, 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 per the Los Angeles County Registrar Recorder's Office is approximately \$450,000 - \$510,000 (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

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 3 of 4

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 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 January 28, 2025, and if the City Council opts to fill the vacancy by appointment, it is recommended that the City Council hold a Special Open Session during the regularly scheduled Council Meeting on February 26, 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 4, a registered voter in the City of Montebello - District 4 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.

In accordance with Government Code Section 36512(a)(2)(A), if the City Council fills the vacancy by appointment, the appointee will serve until the next general municipal election, which is scheduled at least 130 days after the council is notified of the vacancy. The appointee will continue in office until a person elected to fill the vacancy has been qualified and assumes the position. The person elected will then serve for the remainder of the unexpired term.

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 Regular Meeting scheduled on February 26, 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, March 29, 2025, and would assume their seat during the Regular Meeting on March 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. 25-13

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 4 of 4

2. Attachment B - Council Vacancy Application
3. Attachment C - Special Election Cost

RESOLUTION NO. 25-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
SELECTING AN OPTION TO FILL AN UNSCHEDULED CITY COUNCIL VACANCY
IN DISTRICT 4 AS A RESULT OF RESIGNATION WITH A TERM ENDING IN
DECEMBER 2028**

WHEREAS, District 4 Councilmember David Torres submitted his resignation from the City of Montebello effective January 28, 2025; 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 during the Regular Council Meeting scheduled on February 26, 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 until the next General Municipal Election scheduled on November 3, 2026.

APPROVED AND ADOPTED THIS 12TH DAY OF FEBRUARY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-13

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. 25-13 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at the Regular City Council Meeting held on the 12th day of February 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 4 – 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, February 19, 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 4**. 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, February 26, 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 2 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, FEBRUARY 19, 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@montebellocal.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@montebellocal.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 4.

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 **5:30 p.m. on Wednesday, February 19, 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: February _____, 2025

Signature: _____

Print Name: _____



RE: [External Email] City of Montebello - Requesting an Estimate for a Special Election

From Alex Olvera <AOlvera@rrcc.lacounty.gov>
 Date Thu 2/6/2025 5:37 PM
 To Guillen, Kimberly <kguillen@montebelloca.gov>

**External Sender - From: (Alex Olvera
 <AOlvera@rrcc.lacounty.gov>)**

This message came from outside your organization.

Good evening, Kimberly.

A special election for Council District 4 would be estimated to cost more than a special election for Council District 5.

The current registered voter population of Council District 4 is 6,899. If you compare it to the current registered voter population of Council District 5 which has 5,810 voters, Council District 4 has 1,089 more voters than Council District 5. Consequently, the estimate for Council District 4 would be greater than the \$450K – \$ 510K range that our Financial Services team provided your City on 1/17/25 since the registered voter count is an important factor in estimate calculations.

I hope this is responsive to your request for explanation. As for the estimate, I will ask Financial Services to work on it. This should take about 2 weeks to generate and release (target date of 2/21/25). Please stay tuned.

Thank you much.

~~~~~  
**Alex Olvera, Division Manager**

Election Information and Preparation

Los Angeles County Registrar, Recorder and County Clerk

12400 Imperial Highway, Room 7020-B, Norwalk, CA 90650

(562) 462-2815 | [aolvera@rrcc.lacounty.gov](mailto:aolvera@rrcc.lacounty.gov)



THIS E-MAIL IS MEANT ONLY FOR THE INTENDED RECIPIENT AND MAY BE A COMMUNICATION PRIVILEGED BY LAW. IF YOU RECEIVED THIS E-MAIL IN ERROR, ANY REVIEW, USE, DISSEMINATION, OR REPRODUCTION IS STRICTLY PROHIBITED. PLEASE NOTIFY US IMMEDIATELY BY RETURN E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU IN ADVANCE FOR YOUR COOPERATION. For more information about the Los Angeles County Registrar-Recorder/County Clerk, please visit <http://www.lavote.gov>

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**From:** Guillen, Kimberly <kguillen@montebelloca.gov>  
**Sent:** Thursday, February 6, 2025 5:20 PM  
**To:** Alex Olvera <AOlvera@rrcc.lacounty.gov>  
**Subject:** City of Montebello - Requesting an Estimate for a Special Election

**CAUTION:** External Email. Proceed Responsibly.

Good Afternoon Alex,

We would like to request an official estimate for a Special Election in District 4, due to a recent Council resignation. Could you please confirm if the cost would be similar to the estimate we previously received for District 4, or if it would be higher? If so, could you provide an explanation for the difference?

Thank you,



**Kimberly Guillen**

Senior Deputy City Clerk

**Department of Administration**

1600 W Beverly Blvd., Montebello, CA 90640

**p:** 323-887-1359

**w:** [www.MontebelloCA.gov](http://www.MontebelloCA.gov)

**e:** [kguillen@montebelloca.gov](mailto:kguillen@montebelloca.gov)



**Office Hours:**

Monday – Thursday, 7:30 a.m. – 5:30 p.m. Closed every Friday.

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



**ITEM # 12**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Samantha Nevarez, Management Analyst  
Kimberly Guillen, Senior Deputy City Clerk

**SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4005 WITH  
AVENU INSIGHTS & ANALYTICS, LLC**

**DATE:** February 12, 2025

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**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Approve Amendment No. 2 to Agreement No. 4005 with Avenu Insights & Analytics, LLC for document scanning services, for an additional One-Year (1) Year term (through June 30, 2026) for a total not-to-exceed amount of \$250,000; and
2. Authorize the City Manager to execute and finalize Amendment No. 2 to Agreement No. 4005 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$125,000 in Account No. 100-10-110-6040.10 (City Clerk-Contract Services Outside Contracts); and
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

In August 2022, City staff established an agreement with Avenu for document scanning services at a cost of \$45,000. In May 2023, staff requested a budget amendment to increase the annual expenditure amount to \$125,000, and extend the contract term through June 30, 2025, with the option for two additional one-year extensions.

The City currently has three (3) estimates for the cost of necessary, additional document scanning and indexing services:

## CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 2 of 3

1. **Planning Department:** \$75,998 which includes 39 boxes of records that were picked up in August 2024.
2. **Public Works Department:** \$6,686 which includes 1,500 as-built plans and 535 sewer plans (24" x 36") that were picked up in October 2024.
3. **Building Department:** \$139,738 which includes 8 filing cabinets (averaging 4 boxes per cabinet) for a total of 32 boxes of records and 8 additional miscellaneous boxes for a total of 40 boxes.

If approved, Amendment No. 2 to Agreement No. 4005 with Avenu will modify the term and compensation amount of the agreement. The new updated term will expire on June 30, 2026, and the updated annual not-to-exceed amount will be \$250,000 (\$125,000 increase). The agreement will still include one (1), one (1) year extension option if authorized before this date. This additional work requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$125,000 in Account No. 100-10-110-6040.10 (City Clerk-Contract Services Outside Contracts). A full breakdown of the annual compensation can be found in Exhibit C of Agreement No. 4005 (Attachment B). This Amendment will support the digitization and indexing of a large volume of records, as well as text-searchable imports that will be imported into the City's Laserfiche system.

### **BACKGROUND/DISCUSSION:**

In August 2022, the City established Agreement No. 4005 with Avenu in an amount not-to-exceed \$45,000. This service was established under the City Manager's authority (Montebello Municipal Code Section 3.20.080 – Formal Contract Procedure) using an existing vendor agreement between Fulton County, Kentucky and Avenu. In February 2022, Fulton County established an agreement/purchase order with Avenu through a competitive process. Avenu allowed the City to purchase services using the same terms, conditions, and pricing/discount rates (Piggyback Purchase). This exception to the standard bidding process is authorized under Montebello Municipal Code Section 3.20.050 – Piggyback Purchase.

Upon approval of the initial agreement in 2022, staff commenced using the service to scan documents from the Building and Safety Division. This was due to the extensive amount of public records request for building permits. It was discovered that the number of documents required to be scanned (retained) was larger than the original scope of work envisioned. In an effort to provide greater and easier access to public records, at the May 10, 2023, City Council meeting Amendment No. 1 to Agreement No. 4005 was approved to increase the not-to-exceed amount to \$100,000 per fiscal year, and authorize the City Manager to increase that amount by an additional \$25,000 per fiscal year - for a total not-to-exceed amount of \$125,000 per fiscal year. The additional funding request has been utilized to complete the scanning in Community Development, Public Works and City historical documents.

As the scanning process progressed since 2023, it became apparent that the volume of documents that required scanning and retention was significantly higher than initially anticipated. The original scope of work had not fully accounted for the extensive number

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 3 of 3

of records involved, leading to a larger workload than originally envisioned. This realization required a reassessment of the project's scope and additional resources to ensure all necessary documents were properly scanned and preserved according to the City's Retention Schedule.

To continue using the services of Avenu, staff is seeking approval of Amendment No. 2 to Agreement No. 4005 (Attachment B) to increase the not-to-exceed amount an additional \$125,000 for the remainder of FY 2024-25 for a total not-to-exceed amount of \$250,000, and to extend the services for a one (1) year extension ending June 30, 2026. This agreement amendment will allow for the uninterrupted continuation of scanning services, support the digitization and streamlining of Public Records Requests, and contribute to the successful completion of the City's Record Retention Project.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommends that the City Council approve Amendment No. 2 to Professional Services Agreement No. 4005 (Attachment B) with Avenu Insights & Analytics, LLC for document scanning services, including a one-year extension of the agreement, expiring June 30, 2026; and amend the Fiscal Year 2024-25 budget by increasing appropriations by \$125,000 in Account No. 100-10-110-6040.10 (City Clerk - Contract Services Outside Contracts) to support the Citywide Records Retention Project; and authorization for the City Manager to execute Amendment No. 2 to Agreement No. 4005, along with any necessary related actions.

### **ATTACHMENT(S)**

1. Attachment A - Agr No. 4005 - Avenu Insights
2. Attachment B - Agr No. 4005 - Avenu - Amendment No. 1
3. Attachment C - Agr No. 4005 - Avenu - Amendment No. 2
4. Attachment D - Quote for Additional Services FY 24/25
5. Attachment E - Avenu Insights and Analytics - Building Department Quote - Montebello CA - October 2024



CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4005  
WITH AVENU INSIGHTS & ANALYTICS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 22, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Avenu Insights & Analytics (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional consultant to provide document scanning services in the CITY; and

**WHEREAS**, the CITY has received authorization to purchase services using the terms and conditions of a competitively bid agreement between the CONSULTANT and Fulton County Clerk, Kentucky; and

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

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

**SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS**

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.
3. Redacted Agreement between CONSULTANT and Fulton County Clerk, Kentucky.

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

**SECTION 2. SERVICES / COMPENSATION.**

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

## PROFESSIONAL SERVICES AGREEMENT NO. 4005

Page 2 of 12

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide document scanning services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services") in an amount not-to-exceed **Forty-Five Thousand Dollars (\$45,000)**. Any increases to the not-to-exceed amount shall not be due to CONSULTANT without prior written approval by the CITY.

c. The CONSULTANT shall be compensated 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

### **SECTION 3. TERM.**

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

### **SECTION 4. PERFORMANCE.**

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

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

## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 3 of 12

### **SECTION 5. WORK PRODUCT.**

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

### **SECTION 6. EXTRA SERVICES.**

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

### **SECTION 7. CITY SUPERVISION.**

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

### **SECTION 8. TERMINATION.**

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

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

## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 4 of 12

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

### **SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

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

### **SECTION 11. INDEPENDENT CONSULTANT.**

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

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

c. The CITY shall not deduct from the Compensation paid to the

## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 5 of 12

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

### **SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.**

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

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

### **SECTION 13. LEGAL RESPONSIBILITIES.**

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

### **SECTION 14. INDEMNIFICATION.**

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

## PROFESSIONAL SERVICES AGREEMENT NO. 4005

Page 6 of 12

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

### SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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



## PROFESSIONAL SERVICES AGREEMENT NO. 4005

Page 7 of 12

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

City of Montebello  
Attn: Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: [GSkibar@cityofmontebello.com](mailto:GSkibar@cityofmontebello.com)

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 8 of 12

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

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

### **SECTION 16. LIMITATION OF LIABILITY**

NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO THE CONSULTANT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY THE CITY TO THE CONSULTANT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

### **SECTION 17. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

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

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

### **SECTION 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



## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 9 of 12

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 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 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 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

## PROFESSIONAL SERVICES AGREEMENT NO. 4005

Page 10 of 12

whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

### SECTION 23. NOTICE.

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

If to CITY:                      City of Montebello  
Attn: René Bobadilla, City Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1200  
Email: RBobadilla@cityofmontebello.com

With a copy to:                City of Montebello – City Clerk's Office  
Attn: Alicia Fernandez  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1200 ext. 367  
Email: afernandez@cityofmontebello.com

If to Consultant:              Avenu Insights & Analytics  
Attn: Rachelle Arizmendi  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120  
(213) 200-6376  
Email: Rachelle.Arizmendi@avenueinsights.com

With a copy to:                Email: [contracts@avenueinsights.com](mailto:contracts@avenueinsights.com)

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

### SECTION 24. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are

## **PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 11 of 12

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.**

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services

to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

### **SECTION 26. ENTIRE AGREEMENT.**

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

**[SIGNATURE PAGE TO FOLLOW]**

**PROFESSIONAL SERVICES AGREEMENT NO. 4005**

Page 12 of 12

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

("CITY")

("CONSULTANT")

**CITY OF MONTEBELLO**

**AVENU INSIGHTS & ANALYTICS, LLC**



René Bobadilla, City Manager



Carl Kumpf (Aug 24, 2022 14:56 EDT)

Carl Kumpf, Chief Financial Officer

**ATTEST:**



Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**



Arnold M. Alvarez-Glasman, City Attorney

**EXHIBITS:**

- Exhibit A – Contractor's Statement of Work
- Exhibit B – Redacted Agreement – Avenu/Fulton County Clerk, Kentucky
- Exhibit C – Schedule of Compensation
- Exhibit D – Live Scan Fingerprinting Requirement



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                            |                                                            |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br><b>Thompson Flanagan Executive Liability Group</b><br><b>626 W. Jackson Blvd. 5th Floor</b><br><b>Chicago, IL 60661</b> | <b>CONTACT NAME:</b> Colleen Sokolowski                    |                          |
|                                                                                                                                            | <b>PHONE</b><br>(A/C, No, Ext):                            | <b>FAX</b><br>(A/C, No): |
|                                                                                                                                            | <b>E-MAIL ADDRESS:</b> csokolowski@thompsonflanagan.com    |                          |
|                                                                                                                                            | <b>INSURER(S) AFFORDING COVERAGE</b>                       |                          |
| <b>INSURED</b><br><br><b>Avenu Holdings, LLC</b><br><b>5860 Trinity Parkway Suite 120</b><br><b>Centreville, VA 20120</b>                  | <b>INSURER A :</b> Hartford Underwriters Insurance Company |                          |
|                                                                                                                                            | <b>INSURER B :</b> Trumbull Insurance Company              |                          |
|                                                                                                                                            | <b>INSURER C :</b> Hartford Casualty Insurance Company     |                          |
|                                                                                                                                            | <b>INSURER D :</b> Landmark American Insurance Company     |                          |
|                                                                                                                                            | <b>INSURER E :</b> Axis Insurance Company                  |                          |
|                                                                                                                                            | <b>INSURER F :</b>                                         |                          |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 83 UUN AA6800      | 1/24/2022               | 1/24/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                       |           |          | 83 UEN AE7365      | 1/24/2022               | 1/24/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                |           |          | 83 RHU AA6623      | 1/24/2022               | 1/24/2023               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                             |           | N/A      | 83 WE AE7C2X       | 1/24/2022               | 1/24/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| D        | Prime Tech E&O/Cyber                                                                                                                                                                                                                                                                                            |           |          | LCY794123          | 1/24/2022               | 1/24/2023               | Per Claim/Agg                                                                                                                                                                                                                             |
| E        | Crime                                                                                                                                                                                                                                                                                                           |           |          | P-001-000245516-03 | 3/15/2022               | 3/15/2023               | Limit                                                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Reference: Agreement #4005

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                       |                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Montebello</b><br><b>1600 West Beverly Blvd, Montebello</b><br><b>Montebello, CA 90640</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                       | AUTHORIZED REPRESENTATIVE<br>                                              |



## ADDITIONAL REMARKS SCHEDULE

|                                                              |                             |                                                                                                        |
|--------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------|
| AGENCY<br><b>Thompson Flanagan Executive Liability Group</b> |                             | NAMED INSURED<br><b>Avenu Holdings, LLC</b><br>5860 Trinity Parkway Suite 120<br>Centreville, VA 20120 |
| POLICY NUMBER<br><b>SEE PAGE 1</b>                           |                             |                                                                                                        |
| CARRIER<br><b>SEE PAGE 1</b>                                 | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>                                                                      |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Named Insureds:

1. Government Revenue Solutions Holdings I, LLC
2. Avenu Holdings, LLC
3. Avenu Insights & Analytics LLC
4. MuniServices, LLC d/b/a Avenu MuniServices, LLC
5. eGov Solutions, LLC
6. Ram Ware, LLC
7. Avenu Insights, LLC
8. Avenu Canada
9. Avenu AcquireCo ULC
10. Avenu Pension Administration Solutions ULC
11. Avenu SLS Holdings, LLC
12. Avenu Local Government Solutions, LLC
13. Avenu SLGS Holdings, LLC
14. Avenu Unclaimed Property Systems, LLC
15. Avenu Enterprise Solutuions, LLC
16. Avenu Government Systems, LLC
17. Avenu Government Record Services, LLC
18. Avenu Title Records, LLC
19. The Windward Group LLC
20. CSLS Holdings, LLC



## **EXHIBIT "A"**

### **STATEMENT OF WORK**

**SCOPE OF WORK AND ASSUMPTIONS:** Client (also referred to as the "CITY") desires to have their paper records digitized to free up internal real estate and move toward a more efficient electronic management and delivery of their records. Avenu (also referred to as the "CONSULTANT") submitted a proposal along with a high-level assessment of the Client's records. As the CITY was unsure as to what exact processes it would desire and for how many records it would be able to complete, there was no total project estimate given. At this time the CITY has not identified the record set priority, type classifications, indexing requirements, or the target digital repository. The CITY has an initial NTE budget of \$45,000. Avenu will work alongside authorized CITY staffers and managers to identify which record collection will be the first priority and what processes and procedures must be included to produce the desired digital deliverable. From there, Avenu will create a Work Order that clearly defines the record set, processes to be included, corresponding prices applied according to the pricing matrix provided below, and an estimate as to how many documents and images will be processed for the initial \$45,000 budget. Any expenses or costs over the not-to-exceed amount of \$45,000 shall be due to CONSULTANT with prior written approval by the CITY.

#### **A. Avenu Responsibilities**

1. Avenu will create a Work Order and project estimate based on the instructions for the initial record set defined by Client.
2. Avenu will provide all technologies, supplies and personnel for the onsite scanning of the records.
3. Avenu will inventory the collection at the box or book level, assigning unique identifiers to each box or book for production tracking.
4. Avenu will prepare the document files or books in a manner suitable for scanning on whatever scanner is required.
5. Avenu will keep all pages of each file or book in the same order as originally found.
6. Avenu will scan each page rendering 300 dpi grayscale or color JPGs.
7. Avenu will perform image quality control measure to ensure that all pages of each file or book have been captured.
8. Avenu will return the contents of each file to the box from which they originated and the books to their original location.
9. Avenu will index the files or books according to instructions as received from Client.
10. Avenu will format the images and index data for delivery according to instructions as received from Client.

11. Avenu will closely monitor the production quantities produced to exceed Client's budget of \$45,000.

## B. Client Responsibilities

1. Client will assign a project manager who will be authorized to direct Avenu staff.
2. Client will sign off on an initial proof of concept before full production commences.
3. Client will be available to answer questions during the course of the project.
4. Client will direct Avenu as to any COVID compliance requirements.
5. Client will make adequate space available to Avenu onsite.

## C. Acceptance

Client will notify Avenu in writing within 10 business days of any defect that requires remediation. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. It is anticipated that this project will require no more than four weeks onsite at courthouse and no more than 12 months for completion of the entire project.

## Services Pricing Matrix

| SERVICE                                                              | UNIT                   | PRICE      | NOTES                                         |
|----------------------------------------------------------------------|------------------------|------------|-----------------------------------------------|
| Scan Paper Files sized 12" x 18" or less                             | Image                  | \$0.25     | Includes Light Prep                           |
| Scan Paper Files sized greater than 12" x 18" less than 24"x36"      | Image                  | \$2.25     | Requiring wide format scanner                 |
| Scan Bound Books (permanently glued or sewn) 12"x18" or smaller      | Image                  | \$0.85     |                                               |
| Scan Loose Books pages less than 12" x 18"                           | Image                  | \$0.45     | May be unbound and pages less than 12" x 18"  |
| For Paper Files sized 12" x 18" or less: Color                       | Image                  | \$0.45     |                                               |
| For Paper Files sized greater than 12" x 18" less than 24"x36" Color | Image                  | \$0.65     |                                               |
| Prepping of files that exceed light Prep or reassembly               | Hour                   | \$37.00    |                                               |
| Index from File folder up to 20 characters                           | Per file               | \$0.45     |                                               |
| Index by Document                                                    | Per document           | TBD        | Based on number of fields - quoted on request |
| Transportation of Records                                            | Per-pick-up & delivery | TBD        | Based on distance                             |
| Records Requests - Electronic delivery records                       | per file request       | \$15.00    | 48hr turn-around                              |
| Searchable PDF file                                                  | Image                  | \$0.04     |                                               |
| Destruction of paper files 1.2 cubic foot box                        | Box                    | \$75.00    | Certified destruction                         |
| Project Setup                                                        | Project                | \$3,000.00 | Installing technology onsite                  |



**Exhibit "B"**  
**Redacted Fulton County Clerk Agreement**



**Agreement for  
Document Processing Services**

**Avenu Insights & Analytics, LLC  
Fulton County Clerk, Kentucky**

This agreement for document processing services ("Agreement") is made by and between **Avenu Insights & Analytics, LLC**, 8600 Harry Hines Blvd., Suite 300, Dallas, TX 75235 ("Avenu"), and **Fulton County Clerk**, a government entity in the State of Kentucky ("Client"), 2216 Myron Cory Dr., Hickman, KY 42050. Avenu and Client (each individually a "party" and collectively the "parties") agree as follows:

**1. SERVICES** Avenu agrees to provide to Client the document processing services ("Services") described in the Statement of Work, which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

**2. TERM** This Agreement will become effective on February 1, 2022 ("Effective Date") and will continue through January 31, 2023 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").

**3. PAYMENT** Client agrees to pay Avenu for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Avenu. Avenu will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.

**4. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

**5. DELIVERY AND ACCEPTANCE** Client will notify Avenu in writing at any time during the one year term of the Agreement, or up to 90 days after completion of the Agreement of any defect that requires remediation. Client will have ten (10) business days to accept and sign off on the deliverable. Signing for deliverable does not affect Avenu's responsibility to correct any deliverables found up to 90 days from project completion. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within the one year term or 90 days after completion of the Agreement, the Service will be deemed to have been accepted by Client.

**6. CONFIDENTIALITY** With respect to Client business information that is confidential and clearly designated as confidential ("Client Confidential Information"), Avenu will keep that information confidential by using the same degree of care and discretion that is used with information that Avenu regards as confidential. Avenu will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Avenu; (c) is independently developed by Avenu outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Avenu is not required to keep confidential any ideas, concepts,

methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Avenu while providing the Services. Avenu and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and will not disclose confidential information to any third party (other than as permitted under this Agreement) or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client with the prior written consent of Avenu.

**7. OWNERSHIP, USE, AND RETURN OF DATA** All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client.

**8. ACCESS TO FACILITIES AND INSURANCE** Client agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

**9. FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party.

**10. WARRANTIES** Avenu warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Avenu will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Avenu will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND AVENU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

#### **11. LIMITATIONS OF LIABILITY**

**NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.**

**12. TERMINATION FOR BREACH OR DEFAULT BY AVENU** If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period

stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination.

**13. TERMINATION OR SUSPENSION OF WORK FOR LOSS OF FUNDING** This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar Services from another source. If this Agreement is terminated before the End Date, Avenu will invoice Client for work performed to the End Date, and Client agrees to pay Avenu for those Services. Under no circumstances will Avenu be required to perform Services in the absence of available funding.

**14. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

**To Avenu:**

Avenu Insights & Analytics, LLC  
8600 Harry Hines Blvd., Suite 300  
Dallas, TX 75235

Attn: Contracts Department

**To Client:**

Fulton County Clerk  
2216 Myron Cory Dr.  
Hickman, KY 42050

Attn: Naomi Jones, County Clerk

**With a copy to:**

Avenu Insights & Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

Attn: Contracts Department

**15. ASSIGNMENT AND SUBCONTRACTING** This Agreement is binding on the parties and their successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the other party will be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

**16. GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia or the State of Kentucky, without reference to the principles of conflict of laws.

**17. NON-SOLICITATION AND NON-HIRE** Client shall not, without the prior written consent of Avenu knowingly solicit, recruit, hire, or otherwise employ or retain any employee of Avenu that is performing the Services or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of Avenu who have performed any of the Services during the term of this Agreement during a period of one (1) year after that employee is no longer employed by Avenu. Because actual damages are difficult to determine if Client breaches the non-solicitation obligations under this Section, the parties agree that in lieu of an award of actual damages and not as a

## Document Processing Agreement



penalty, Avenu shall be entitled to, and Client shall pay to Avenu as the sole and exclusive remedy for breach, liquidated damages of two (2) times the salary and bonus target employee at the time his or her employment with Avenu. Nothing in this Section shall waive the right of Avenu to seek injunctive relief to compel compliance by a current or former employee with the obligations of a former employee not to use or disclose that any confidential or proprietary information of the former employer. The non-solicitation provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party. The provisions of this Section shall not prohibit either party from hiring employees of the other party if the status of the other party as a viable business entity so declines as to make it unlikely the party could retain the services of its employees.

**18. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

**Avenu Insights & Analytics, LLC**

*paul colangelo*  
Signature

Paul Colangelo

Name

CEO

Title

1/31/2022

Date

**Fulton County Clerk**

*Naomi T. Jones*  
Signature

Naomi T. Jones

Name

Fulton County Clerk

Title

1/31/2022

Date

## **SCHEDULE A**

### **STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Document Processing Services ("Agreement") by and between Avenu Insights & Analytics, LLC ("Avenu") and Fulton County Clerk ("Client").

#### **A. SCOPE OF SERVICES**

Client has a collection of Deed Books and other lien and miscellaneous real property records to be scanned and indexed. Avenu and Client will set a time to hold a remote conference meeting between the project managers of Avenu and Client to discuss details of the workspace and work times available to the Avenu scan team. During this meeting the start date for the scan team to arrive will be established as well as a review of Client's COVID19 policies, to which the Avenu team will adhere. Avenu will complete the project within 12 months of project start. All quantities are estimates. Avenu will charge for actual quantities produced. Avenu will alert Client in advance if it appears that actual quantities are going to be significantly different from the estimated. The above assumptions came from information provided by Client in the form of bid specifications and an onsite examination by Avenu of the records.

##### **Assumptions:**

- The books may not leave the courthouse.
- Approximately 2/3 of the books are mechanically bound.
- The books consist of Deeds 1 – 113 and Record of Encumbrance on Real Estate 1 – 4.
- The date range of the Deeds is 1845 – 1998 and for Encumbrances is 1931 – 1981.
- Approximately 25% of the collection is hand-written.
- Approximately 20% of the collection are Photostats.
- Archival microfilm is not a requirement for this collection.

##### **Avenu Responsibilities**

1. As the books may not leave the courthouse, Avenu will provide all technology and labor to digitize the books in a space provided for by Client within the courthouse.
2. The Avenu team will remove books from the shelves, taking no more than will safely fit near the scan stations and no more than each scan station can complete within one (1) working day.

## Document Processing Agreement



For each book:

3. Avenu will log the first and last pages that exist within the book prior to scanning it.
4. Avenu will review the pages within the book for general condition and note any exceptional conditions that may need to be brought to the attention of the Client.
5. Avenu will use scanner settings that will render 300 dpi grayscale JPGs, which will allow for a secondary QC and virtual re-scan at Avenu's conversion facility.
6. After a book has been scanned, the Avenu scanner operator will log the actual image count created for the book on the scan log.
7. Avenu will perform the first QA review of the images for quality, re-scanning as necessary to achieve conforming image quality standards.
8. Avenu will investigate and remedy as required when image counts for a book do not closely match the expected pages as logged.
9. At the end of each workday, Avenu will return all scanned books to their original location (or the location of Client's choosing).
10. Avenu will not allow any book, whether scanned or not, to remain at the scan station overnight.
11. At Avenu's conversion center, using proprietary digital image transformation tools, Avenu image quality inspectors will view and transform the images rendering standard PDF images to be stored on a data storage medium to be determined by the client. Said data storage will be transferred permanently to the Client for future upload to the Client's local database.
12. Avenu will resolve quality issues such as skew, lack of contrast, and other potential quality concerns using virtual re-scan technology on the grayscale JPGs.
13. For poor quality and Photostat images, Avenu will use its proprietary Digital Magic image enhancement software to render the best possible image.
14. Avenu will fully index the documents from the images of the record books to conform with specifications and practices of Client and their Land Record Recording system. Avenu will include all required indexing fields including but not limited to ALL grantor last names, ALL grantor first names, ALL grantee last names, ALL grantee first names, Deed Value, Instrument type, first page number corresponding to the first page of each document, Date document was recorded in record book, name of book document is recorded in, and a description of the document i.e. property address or map id for deed or encumbrance filing, reference of book and page being released in the encumbrance releases.
15. Avenu will format the indices and images per the Client-provided specifications.

### Client Responsibilities

- i. Client will provide adequate space, tables, chairs, lighting and electrical outlets for Avenu's scan team to prepare the books and operate the scanning technology.



## Document Processing Agreement



2. Client will be available to answer any questions that may arise during the course of the project.
3. Client will provide a FCCO system contact to provide Database schema for format data to be compatible for upload to FCCO.

Client will notify Avenu in writing at any time during the one year term of the Agreement, or up to 90 days after completion of the Agreement of any defect that requires remediation. Client will have ten (10) business days to accept and sign off on the deliverable. Signing for deliverable does not affect Avenu's responsibility to correct any deliverables found up to 90 days from project completion. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. It is anticipated that this project will require no more than four weeks onsite at courthouse and no more than 12 months for completion of the entire project.

## B. PAYMENT AND RATES

Avenu will invoice Client for the Services based on the following pricing matrix. Avenu acknowledges that this is a not to exceed budget and will closely monitor and report actual quantities.

| ITEM                                                                                         | UNITS | UNIT PRICE | EXTENDED PRICE |
|----------------------------------------------------------------------------------------------|-------|------------|----------------|
| <b>SECTION 1</b>                                                                             |       |            |                |
| On-Sight Handling Fee                                                                        |       |            |                |
| Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Digitizing/Scanning Bound Books                 |       |            |                |
| Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Digitizing/Scanning Loose Books                 |       |            |                |
| Automatic Digital Enhancement of Photostats                                                  |       |            |                |
| <b>Total Section 1</b>                                                                       |       |            |                |
| <b>SECTION 2</b>                                                                             |       |            |                |
| Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Indexing Hand-Written Documents                 |       |            |                |
| Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Indexing Typed Documents                        |       |            |                |
| <b>Total Section 2</b>                                                                       |       |            |                |
| <b>SECTION 3</b>                                                                             |       |            |                |
| Deeds Vols 1 - 113, Encumbrances Vols. 1 - 4 Uploading Digital Records into Current Software |       |            |                |
| <b>Total Section 3</b>                                                                       |       |            |                |
| <b>TOTAL FOR DIGITIZATION, INDEXING AND LOADING PROJECT</b>                                  |       |            |                |
| <i>All volumes are estimates. Avenu will invoice for actual volumes produced.</i>            |       |            |                |



**EXHIBIT "C"**

**Schedule of Compensation**

Total Compensation Shall Not to Exceed – \$45,000

## **EXHIBIT "D"**

### **Live Scan Fingerprinting Requirements**

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

# CA - Montebello DPS Agreement No 4005 - Final 8.22.22

Final Audit Report

2022-08-24

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| Created:        | 2022-08-24                                                  |
| By:             | Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com) |
| Status:         | Signed                                                      |
| Transaction ID: | CBJCHBCAABAA_cCZE3ctYT2yaGqgHJfmWNFI3YcLqwsU                |

## "CA - Montebello DPS Agreement No 4005 - Final 8.22.22" History



Document created by Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)

2022-08-24 - 5:00:11 PM GMT



Document emailed to carl.kumpf@avenuinsights.com for signature

2022-08-24 - 5:01:31 PM GMT



Email viewed by carl.kumpf@avenuinsights.com

2022-08-24 - 6:55:22 PM GMT



Signer carl.kumpf@avenuinsights.com entered name at signing as Carl Kumpf

2022-08-24 - 6:56:30 PM GMT



Document e-signed by Carl Kumpf (carl.kumpf@avenuinsights.com)

Signature Date: 2022-08-24 - 6:56:32 PM GMT - Time Source: server



Agreement completed.

2022-08-24 - 6:56:32 PM GMT



Adobe Acrobat Sign

**CITY OF MONTEBELLO****AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT NO. 4005  
WITH AVENU INSIGHTS & ANALYTICS, LLC**

This Amendment No. 1 (*"First Amendment"*) is to that certain Agreement for Professional Services between the City of Montebello, a California municipal corporation ("City") and Avenu Insights & Analytics, LLC ("Consultant") dated August 22, 2022 ("Agreement"). The City and Consultant are sometimes referred to herein individually as the "Party" and jointly as the "Parties."

**RECITALS**

**WHEREAS**, On August 22, 2022, the City and Consultant entered into the Agreement to utilize services of Consultant as an independent contractor to provide document scanning services in the City.

**WHEREAS**, the Parties desire to increase the compensation for the agreement to a sum-not-to-exceed **One Hundred Thousand Dollars (\$100,000)** with an additional Twenty-Five Thousand Dollar (\$25,000) increase per fiscal year at the City Manager's discretion.

**WHEREAS**, the Parties desire to modify the term of the agreement through June 30, 2025 to make it consistent with the City's fiscal year schedule.

The parties therefore agree as follows:

**Section 1.** The Compensation of the Agreement set forth in Section 2 of the Agreement is hereby amended in its entirety to read as follows:

**"SECTION 2. SERVICES/COMPENSATION.**

- a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the term of this Agreement shall govern.
- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide document scanning services as set forth fully in the scope of work, as such is set forth fully in Exhibit "A" attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services") in an amount not-to-exceed One Hundred Thousand Dollars (\$100,000) per fiscal year with an additional Twenty-Five Thousand Dollar increase per fiscal year at the City Manager's discretion. Any increases to the not-to-exceed amount shall not be due to CONSULTANT without prior written approval by the City Manager.

**AMENDMENT NO.1 TO AGREEMENT NO. 4005**

Page 2 of 3

- c. The CONSULTANT shall be compensated 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the City."

**Section 2.** The term of the Agreement set forth in Section 3 is hereby extended to June 30, 2025. The language for Section 3 of the Agreement is hereby amended in its entirety to read as follows:

**"SECTION 3. TERM.**

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2025, unless terminated earlier as hereinafter provided. This agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by City's applicable department head."

**Section 3.** Except as amended by this First Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

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

**[SIGNATURES ON THE FOLLOWING PAGES]**

**AMENDMENT NO.1 TO AGREEMENT NO. 4005**  
Page 3 of 3

**CITY OF MONTEBELLO**

**AVENU INSIGHTS & ANALYTICS, LLC**

  
Rene Bobadilla, City Manager

  
Arlene Salazar  
Assistant City Manager

  
Name: Carl Kumpf

Date: 5/26/23

Title: CFO

**ATTEST:**

By:   
Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
By:   
Arnold M. Alvarez-Glasman,  
City Attorney

5/22/23, 8:10 AM

CongaSign

**CONGA SIGN**  
**Transaction Audit**

English

Transaction ID

2rkuivt68501h9heof71aick5e6rtwu5ghygodumrlh1npddk9

Transaction Status

COMPLETE - 5/18/2023

File Name

File Hash

CA - City of Montebello - Amend 1 to 4005 PSA - Partially Executed.pdf 663b8a76763fa013a6ae36c371b2ad126031

Full Audit Trail

**ACTIONS**

L/

Transaction was created by Kia Austin &lt;kia.austin@avenuinsights.com&gt;.

Transaction was sent by Kia Austin &lt;kia.austin@avenuinsights.com&gt;.

Invitation email sent to Carl Kumpf &lt;carl.kumpf@avenuinsights.com&gt;.

Transaction was viewed by Carl Kumpf &lt;carl.kumpf@avenuinsights.com&gt;.

Er

Electronic Record and Signature Disclosure was accepted by Carl Kumpf &lt;carl.kumpf@avenuinsights.com&gt;.

Transaction was signed by Carl Kumpf &lt;carl.kumpf@avenuinsights.com&gt;.



CITY OF MONTEBELLO

AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT NO. 4005  
WITH AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 2 (*"Second Amendment"*) is to the Professional Services Agreement is made and entered into this 12<sup>th</sup> day of February 2025, (*"Effective Date"*) by and between the City of Montebello, a California municipal corporation (*"City"*) and Avenu Insights & Analytics, LLC (*"Consultant"*). The City and Consultant are sometimes referred to herein individually as the *"Party"* and jointly as the *"Parties."*

**RECITALS**

**WHEREAS**, On August 22, 2022, the City and Consultant entered into the Agreement to utilize services of Consultant as an independent contractor to provide document scanning services in the City.

**WHEREAS**, On May 2023, the Parties executed a *"First Amendment"* exercising an option to extend the Agreement to June 30, 2025, and increase the annual not-to-exceed amount to \$100,000 per fiscal year, and authorized the City Manager to increase the amount by an additional \$25,000 per fiscal year for a total not-to-exceed amount of \$125,000 per fiscal year; and

**WHEREAS**, the Parties desire to increase the compensation for the agreement to a sum-not-to-exceed **Two Hundred and Fifty Thousand Dollars** (\$250,000).

**WHEREAS**, the Parties each being mutually satisfied with the other's performance thereof, desire to extend the term of the agreement for an additional one-year (1-year) as authorized by Section 3 (*"Term"*) through June 30, 2026, to make it consistent with the City's fiscal year schedule.

The parties therefore agree as follows:

**Section 1.** The Compensation of the Agreement set forth in Section 2 of the Agreement is hereby amended in its entirety to read as follows:

**"SECTION 2. SERVICES/COMPENSATION.**

- a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the term of this Agreement shall govern.
- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide document scanning services as set forth fully in the scope of work, as such is set forth fully in Exhibit "A" attached hereto

## AMENDMENT NO. 2 TO AGREEMENT NO. 4005

Page 2 of 3

and incorporated fully herein by this reference (hereinafter "Professional Services") in an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000) per fiscal year. Any increases to the not-to-exceed amount shall not be due to CONSULTANT without prior written approval by the City Manager.

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

**Section 2.** The term of the Agreement set forth in Section 3 is hereby extended to June 30, 2026. The language for Section 3 of the Agreement is hereby amended in its entirety to read as follows:

### **"SECTION 3. TERM.**

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2026, unless terminated earlier as hereinafter provided. This agreement may be extended for an additional one-year (1-year) extension upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by City's applicable department head."

**Section 3.** Except as amended by this Second Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control.

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

**[SIGNATURES ON THE FOLLOWING PAGES]**

**AMENDMENT NO. 2 TO AGREEMENT NO. 4005**

Page 3 of 3

**CITY OF MONTEBELLO**

**AVENU INSIGHTS & ANALYTICS, LLC**

\_\_\_\_\_  
Raul Alvarez, City Manager

Date:\_\_\_\_\_

\_\_\_\_\_  
Name:\_\_\_\_\_

Title:\_\_\_\_\_

**ATTEST:**

By:\_\_\_\_\_  
Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

By:\_\_\_\_\_  
Arnold M. Alvarez-Glasman,  
City Attorney



# Digital Transformation

BY AVENU INSIGHTS & ANALYTICS

Avenu welcomes the opportunity to provide Digital Transformation Services! We love helping jurisdictions preserve, modernize, and provide secure digital access for public consumption. Our hands-on approach is configurable to any of your document needs including:

- ▶ **Digital Imaging:** Protect your records against fire, water damage, and theft while preserving your jurisdiction's history with secure scanning back to sovereignty. Without harming the original documents – digital imaging provides greatly reduced record handling cost, improved operational efficiency, and increased information processing effectiveness.
- ▶ **Indexing:** Streamline your constituent experience through our powerful search and find indexing process. Match the consumer experience your citizens are adept to by giving them the ability to quickly find and retrieve valuable historical or public records.
- ▶ **Image to Microfilm:** While storing documents digitally provides many benefits, the cost to maintain "inactive" records in a digital state can be very costly. Protect your originals by using our low-cost and long-term microfilm conversion solution and extend your record's life expectancy for hundreds of years.
- ▶ **Film Duplication:** Preserve original film via retrievable archives while providing working copy for public use. Transfer from acetate-based material to polyester that eliminates deterioration.
- ▶ **Redaction:** Protect your confidential information through our document redaction process. Our team will securely store original documents, make redacted copies by removing sensitive information, and save the altered document as the new standard.
- ▶ **Transcription:** Preserve the understanding of history through our word for word rendering of original cursive to computer text.

Avenu has developed and continues to expand a series of comprehensive and cost-effective, integrated electronic document imaging and processing systems. Our platforms have evolved along with the industry and have kept abreast of rapid technological advances.

## Basic Project Assumptions:

- ▶ Files are created at 300 DPI TIF format / Files will be delivered via SFTP site.
- ▶ Regular Document Scanning assumes a maximum document size of 12" x 18". Large format scanning & extensive document preparation is also available.
- ▶ Basic re-assembly puts items back in the same folders in the same order but does not replace staples or bindings.
- ▶ All documents scanned double sided and blank pages will be removed.
- ▶ There are no Photostats in the collection / There are no attachments or sleeved pages in the books.
- ▶ Additional premium add-on services are available for additional fees.

## General 2025 Pricing:

Avenu will invoice for actual quantities produced.

| Product Name                            | Line Description                                    | Product Code | Unit Price        |
|-----------------------------------------|-----------------------------------------------------|--------------|-------------------|
| Scan - Bound Book                       | Scan Documents Standard Size (B/W) - Hard Bound     | GR000180     | \$0.63            |
| Scan - Loose Book / Loose Pages         | Scan Documents Standard Size (B/W) - Loose Bound    | GR000179     | \$0.38            |
| Scan – Wide Format                      | Scan Documents Wide Format (B/W) -                  | GR000249     | \$3.75            |
| Indexing Additional Field - Typed       | OPTIONAL SERVICE: Indexing Additional Field - Typed | GR000300     | \$0.50            |
| Indexing Additional Field - Handwritten | Indexing Additional Field - Handwritten             | GR000301     | \$0.75            |
| Digital Magic - Image Enhancement       | OPTIONAL SERVICE: Image Enhancement                 | GR000034     | \$0.10            |
| Document Transportation                 | Avenu Picks Up & Returns Documents to Customer Site | GR000184     | \$750<br>Per Trip |

### Price Quote Term:

**All Fees and Prices quoted are valid for January 1, 2025 – December 31, 2025.**

### CONFIDENTIAL & PROPRIETARY

This document is exclusively for commercial use between Avenu Insights & Analytics, and Customer, and is considered Confidential Information according to the Terms, not to be disclosed to third parties unless such disclosure is explicitly permitted under this Agreement.

\*\*\*\*THIS IS NOT AN INVOICE\*\*\*\*

Please do not send payment from this price quote. You will receive a separate contract and invoice for the services provided above.

**From:** Dana Braccia  
**To:** Guillen, Kimberly; Sue Peterson; Rachelle Arizmendi; Bob Debarr  
**Cc:** Saucedo, Nicole; Rodarte, Alejandro; Panosian, Joann; Nevarez, Samantha  
**Subject:** RE: [External Email] Follow up from Avenu Scanning meeting  
**Date:** Tuesday, October 8, 2024 3:58:35 PM  
**Attachments:** image008.png  
 image009.png  
 image013.png  
 image014.png  
 image015.png  
 image016.png  
 image017.png  
 image018.png  
 image019.png  
 image020.png  
 image021.png

**External Sender - From:** (Dana Braccia <Dana.Braccia@avenuinsights.com>)  
 This message came from outside your organization.

Hello all,

We were able to do a quick review and here is the pricing for those items:

| As-Builts & Sewer Plans                                    |                    |                |      |                        |                 |
|------------------------------------------------------------|--------------------|----------------|------|------------------------|-----------------|
| Item Type                                                  | Estimated Quantity | Price per item |      | Estimated Total Counts | Estimated Total |
| Large Format Scanning (Less Than 24" x 36")                | 2035               | \$             | 2.25 | 2035                   | \$4,579         |
| X-tra Large Format Scanning (Greater Than 24" x 36")       | 0                  | \$             | 3.75 |                        |                 |
| Large Format Prep<br>(if items are folded or have binding) | 2035               | \$             | 0.75 | 2035                   | \$1,526         |
| Searchable PDF                                             | 2035               | \$             | 0.04 | 2035                   | \$81            |
| Optional- Indexing TBD - Based on # of Fields              | TBD                |                |      |                        |                 |
| Transportation                                             |                    |                |      |                        | \$500           |
| <b>Total Estimate</b>                                      |                    |                |      |                        | <b>\$6,686</b>  |

Have a great evening,  
Dana



**DANA BRACCIA**  
 PROJECT MANAGER, PMP / MLS

Avenu Insights & Analytics  
 M 480-710-8909  
[www.avenuinsights.com](http://www.avenuinsights.com)  
<https://www.linkedin.com/in/dana-braccia/>

Need to meet? [Select a time on my calendar:](#)



**From:** Guillen, Kimberly <kguillen@montebelloc.gov>  
**Sent:** Tuesday, October 8, 2024 2:32 PM  
**To:** Dana Braccia <Dana.Braccia@avenuinsights.com>; Sue Peterson <Sue.Peterson@avenuinsights.com>; Rachelle Arizmendi <Rachelle.Arizmendi@avenuinsights.com>; Bob Debarr <Bob.Debarr@avenuinsights.com>  
**Cc:** Saucedo, Nicole <NSaucedo@montebelloc.gov>; Rodarte, Alejandro <ARodarte@montebelloc.gov>; Panosian, Joann <JPanosian@montebelloc.gov>; Nevarez, Samantha <SNevarez@montebelloc.gov>  
**Subject:** RE: [External Email] Follow up from Avenu Scanning meeting

**CAUTION:** This email originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good Afternoon Dana,

Thank you so much for providing the estimate. I will be meeting with the team to discuss the next steps. In the meantime, could we request an estimate for scanning the Public Works documents? We have approximately 1,500 as-built plans and 535 sewer plans (24" x 36"). This information will help us determine the additional funding required for the amended contract. We plan to include these documents in the next phase.

Thank you,



**Kimberly Guillen**

Senior Deputy City Clerk  
Department of Administration

1600 W Beverly Blvd., Montebello, CA 90640  
p: 323-887-1359

w: [www.MontebelloCA.gov](http://www.MontebelloCA.gov)

e: [kguillen@montebellocagov](mailto:kguillen@montebellocagov)



Office Hours:

Monday – Thursday, 7:30 a.m. – 5:30 p.m. Closed every Friday.

**From:** Dana Braccia <[Dana.Braccia@avenuinsights.com](mailto:Dana.Braccia@avenuinsights.com)>

**Sent:** Tuesday, October 8, 2024 9:01 AM

**To:** Panosian, Joann <[JPanosian@montebellocagov](mailto:JPanosian@montebellocagov)>

**Cc:** Rachelle Arizmendi <[Rachelle.Arizmendi@avenuinsights.com](mailto:Rachelle.Arizmendi@avenuinsights.com)>; Bob Debarr <[Bob.Debarr@avenuinsights.com](mailto:Bob.Debarr@avenuinsights.com)>; Saucedo, Nicole <[NSaucedo@montebellocagov](mailto:NSaucedo@montebellocagov)>; Sue Peterson <[Sue.Peterson@avenuinsights.com](mailto:Sue.Peterson@avenuinsights.com)>; Guillen, Kimberly <[kguillen@montebellocagov](mailto:kguillen@montebellocagov)>; Rodarte, Alejandro <[ARodarte@montebellocagov](mailto:ARodarte@montebellocagov)>

**Subject:** RE: [External Email] Follow up from Avenu Scanning meeting

Good morning,

I wanted to share an update on a general estimate of where the City stands in relation to the current \$125K purchase order as well as the attached estimate for the Building Department based on Tyler's site visit and the photos he took.

Based on the average number of documents per box and large format items, the current Planning Department project is estimated to come in around \$75K

| Montebello Planning Department   |                            |                |                      |                        |                 |
|----------------------------------|----------------------------|----------------|----------------------|------------------------|-----------------|
| Boxes 1-39 Picked Up August 2024 |                            |                |                      |                        |                 |
| Average Items per box: 4,440     |                            |                |                      |                        |                 |
| Item Type                        | Estimated Quantity Per Box | Price per item | Estimated # of Boxes | Estimated Total Counts | Estimated Total |
| Scan Paper Files                 | 4440                       | 0.25           | 39                   |                        | \$43,290        |
| Large Format Scanning            | 222                        | 2.25           | 39                   |                        | \$19,481        |
| Index Typed Documents            | 280                        | 0.5            | 39                   |                        | \$5,455         |
| Searchable PDF                   | 4662                       | 0.04           | 39                   |                        | \$7,273         |
| Transportation                   |                            |                |                      |                        | \$500           |
| Total Estimate                   |                            |                |                      |                        | \$75,998        |

Sue is still finalizing the QA so needs to keep boxes 1-22 on site until the week of 10/28. Are there more boxes still to do in the planning department?

If so, I can still pick those up on the 15<sup>th</sup> so our team can begin prepping them and then return the completed boxes at the end of October.

The Building Department rough estimate is \$140K, depending on the number of maps and large-format items:

| Item Type             | Estimated Quantity Per Box | Price per item | Estimated # of Boxes | Estimated Total Counts | Estimated Total |
|-----------------------|----------------------------|----------------|----------------------|------------------------|-----------------|
| Scan Paper Files      | 4440                       | \$ 0.25        | 40                   | 177600                 | \$44,400        |
| Large Format Scanning | 888                        | \$ 2.25        | 40                   | 35520                  | \$79,920        |
| Index Typed Documents | 320                        | \$ 0.50        | 40                   | 12787                  | \$6,394         |
| Searchable PDF        | 5328                       | \$ 0.04        | 40                   | 213120                 | \$8,525         |
| Transportation        |                            |                |                      |                        | \$500           |
| Total Estimate        |                            |                |                      |                        | \$139,738       |

If needed, we can break the Building Department project into phases to accommodate the available funding.

We weren't sure if there was more boxes in the planning department that were intended for the current PO or if the Building Dept. would be applied to this PO as well.

Please don't hesitate to reach out if you have any questions or would like to set up a meeting to go over everything. We're here to help and happy to assist however we can.

Best regards,

Dana



|                    |                                                 |                              |                                              |
|--------------------|-------------------------------------------------|------------------------------|----------------------------------------------|
| <b>CLIENT:</b>     | City of Montebello                              | <b>PROJECT MANAGER :</b>     | Sue Peterson                                 |
| <b>ADDRESS:</b>    | 1600 W. Beverly Blvd<br>Montebello, CA 90640    | <b>PROJECT NAME:</b>         | CA-City of Montebello-Building<br>Department |
|                    |                                                 | <b>PICK UP<br/>DATE DUE:</b> | October 2024<br>TBD Based on # of Boxes      |
| <b>CLIENT REP:</b> | <b>Name:</b><br><b>Phone:</b><br><b>E-Mail:</b> | <b>LOCATION:</b>             | 1600 W. Beverly Blvd<br>Montebello, CA 90640 |

|                                           |                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT OVERVIEW AND INSTRUCTIONS:</b> | Client has a large collection of records to be digitized and indexed. The images are to be provided as text searchable bi-tonal files for import into their Laserfiche system. Prior site visit estimates 8 cabinets (average 4 boxes per cabinet) and 8 boxes of items in miscellaneous shelving for a total of 40 boxes. |
| <b>PICKUP INFORMATION:</b>                | Avenu will pick up documents and will return to the City of Montebello City Hall upon completion of digitizing. Documents will be boxed by the Avenu team.                                                                                                                                                                 |
| <b>BOXING/LOGGING:</b>                    | Avenu will log the first and last record for each box, mirroring city's current shelf filing system.                                                                                                                                                                                                                       |
| <b>PREPARTION:</b>                        | Avenu will prepare documents by removing staples and paperclips and temporary bindings, such as coil, comb, or velo binding.                                                                                                                                                                                               |
| <b>SCANNING / FILMING:</b>                | Avenu will scan each page, double-sided, rendering 300 dpi grayscale images.                                                                                                                                                                                                                                               |
| <b>INDEXING / VALIDATION:</b>             | Documents are to be indexed with 4 fields (Address Number, Direction, Street Name, Unit). There is no currently existing database to run lookup validation against for these index fields.                                                                                                                                 |
| <b>QUALITY CONTROL:</b>                   | Avenu will transform the images rendering text-searchable 300 dpi bi-tonal images.                                                                                                                                                                                                                                         |
| <b>RE-PREPARTION:</b>                     | Documents will be put back in the same order they were found but staples, paperclips, and bindings will not be replaced.                                                                                                                                                                                                   |
| <b>DELIVERABLES:</b>                      | Files will be delivered to city via USB Drive                                                                                                                                                                                                                                                                              |
| <b>DELIVERY:</b>                          | TBD Based on # of Boxes                                                                                                                                                                                                                                                                                                    |

All quantities are estimates and Avenu will invoice for actual quantities digitized.

### Services Pricing Matrix / On Premise Pictures

| Item Type             | Estimated Quantity Per Box | Price per item | Estimated # of Boxes | Estimated Total Counts | Estimated Total  |
|-----------------------|----------------------------|----------------|----------------------|------------------------|------------------|
| Scan Paper Files      | 4440                       | \$ 0.25        | 40                   | 177600                 | \$44,400         |
| Large Format Scanning | 888                        | \$ 2.25        | 40                   | 35520                  | \$79,920         |
| Index Typed Documents | 320                        | \$ 0.50        | 40                   | 12787                  | \$6,394          |
| Searchable PDF        | 5328                       | \$ 0.04        | 40                   | 213120                 | \$8,525          |
| Transportation        |                            |                |                      |                        | \$500            |
| <b>Total Estimate</b> |                            |                |                      |                        | <b>\$139,738</b> |





**ITEM # 13**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

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

**SUBJECT: APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 3857 WITH  
BLAIS & ASSOCIATES FOR GRANT WRITING SERVICES TO  
INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Approve Amendment No. 3 to Agreement No. 3857 with Blais & Associates to increase the annual not-to-exceed amount to \$130,000; and
2. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 3857 with Blais & Associates; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$30,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts); and
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The Fire Department has an existing professional services agreement with Blais & Associates (Agreement No. 3857) for grant writing services for an annual amount of up to \$100,000. Staff has utilized Blais & Associates to obtain and manage several grants, reaching the annual not-to-exceed amount of \$100,000. Due to staff anticipating working with Blais & Associates on future pending grant proposal(s), it is necessary to increase the annual not-to-exceed amount by \$30,000 to a total of \$130,000. The recommended action also requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$30,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts). The additional annual funding will provide sufficient resources for Blais & Associates to assist the Fire Department with its grant application needs.

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 2 of 2

### **BACKGROUND/DISCUSSION:**

In 2020, the Fire Department issued a Request for Proposals (RFP) for grant writing services. Through a competitive process, Blais & Associates was selected, and a professional services agreement was approved at the City Council meeting on January 13, 2021 (Attachment A). Over the last several years, the Fire Department has been successful in being awarded grants and other funding opportunities.

Specifically, the Fire Department has been awarded several million dollars in funding, which has supported the creation and expansion of several programs, as well as the expansion of the size of the Fire Department. A large part of this has to do with the Fire Department's partnership with Blais & Associates, which provides funding research opportunities, assistance with grant applications, and some instances of management of post-award requirements.

Due to the Fire Department utilizing Blais & Associates frequently for several grant projects, the agreement's not-to-exceed amount of \$100,000 has been depleted. The City Council approved Amendment No. 2 to this agreement on September 11, 2024, increasing the not-to-exceed amount by \$35,000 to \$100,000. Staff is requesting authorization for the City Manager to execute Amendment No. 3 (Attachment C) to Agreement No. 3857 to again increase the not-to-exceed amount to \$130,000 (from \$100,000). The additional funding will provide sufficient resources for Blais & Associates to assist with current and future grant funding opportunities.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff is requesting authorization for the City Manager to execute Amendment No. 3 (Attachment C) of Agreement No. 3857 to increase the annual not-to-exceed amount to \$130,000. Additionally, staff is recommending amending the Fiscal Year 2024-25 budget by increasing appropriations by \$30,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts).

### **ATTACHMENT(S)**

1. Attachment A - Original PO Packet and Staff Report for Blais & Associates
2. Attachment B - Amendment No. 2 to 3857 and Staff Report
3. Attachment C - Professional Services Agreement - Amendment 3 to 3857



## CITY OF MONTEBELLO

## FINANCE DEPARTMENT

## PURCHASE ORDER COVER LETTER

Vendor: **Blais & Associates, LLC**  
**2807 Allen Street, Suite 2050**  
**Dallas, TX 75204**  
**Vendor No. 3130**

Item(s) Being Purchased/Services: **Grant writing services by B&A**

Reason for Purchase: To seek local, county, state, and federal grant funding to address the needs of Montebello Fire Department.

Purchase Requestor: Kiana Louie Signature: Kiana Louie

Supplies: - Service: **\$65,000.00** Account Numbers: 100-85-850-6040.10

Total Amount of Purchase: **\$65,000.00** Shipping Cost: -

**Bid/Quote Summary**

|                            | Amount | Vendor Name         | Quote/Bid Format      | Date Received |
|----------------------------|--------|---------------------|-----------------------|---------------|
| 1 <sup>st</sup> Bid/Quote: |        |                     |                       |               |
| 2 <sup>nd</sup> Bid/Quote: |        | City Council Agenda | Item #29 – 01/13/2021 |               |
| 3 <sup>rd</sup> Bid/Quote: |        |                     |                       |               |

☒ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

Other Notes:

Purchase Order Input By: Kiana Louie Date: \_\_\_\_\_

Purchase Order Approved By: [Signature] Date: 9/7/23

Purchase Order Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF MONTEBELLO**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

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

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT:** Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services

**DATE:** January 13, 2021

---

**RECOMMENDATIONS:**

It is recommended that the City Council:

- 1) Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services; and
- 2) Authorize the City Manager to enter into a professional services agreement with Blais & Associates, Inc. for grant writing services for three (3) years for an amount not-to-exceed \$195,000 with the option of two (2), one-year extensions at \$65,000 each year, for a maximum contract term of five (5) years and a total not-to-exceed contract value of \$325,000.
- 3) Take such additional, related, action that may be desirable.

**BACKGROUND**

On September 9, 2020, the City Council of the City of Montebello ("City Council") approved the issuing of a Request for Proposal (RFP) to solicit Grant Writing Services to seek funding for various City of Montebello ("City") Fire Department ("Fire Department") projects. The Fire Department's Fiscal Year (FY) 2020-21 Budget approved on June 24, 2020, allocated \$65,000 annually to obtain Grant Writing Services to support the Fire Department's future projects (Account No. 100-85-860-6040.10, Outside Contracts).

**CITY COUCIL AGENDA REPORT – MEETING OF JANUARY 13, 2021**

**Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services**

Page 2 of 3

The Fire Department is addressing its sustainability strategies as a vital mechanism to its future growth and ability to be prepared for future challenges. These strategies are intended to support the mission of the fire services and increase the Fire Department's ability to be competitive in seeking additional funding that will support the Fire Department's ability to provide better support to the community, while minimizing the fiscal impact on the General Fund by utilizing grant funding.

**ANALYSIS**

On November 23, 2020, RFP No. 21-22 for Grant Writing Services was posted on PlanetBids generating notices to registered vendors. The City received three (3) proposals in response to RFP No. 21-22. The vendors were identified as prospective consultants for the type and scope of work in the specification. The Fire Department selected an evaluation panel of staff to review, score, and assess the proposals. The panel consisted of the Fire Department's Deputy Director, Battalion Chief, and Social Work Coordinator. The proposals were evaluated based on criteria set forth in RFP No. 21-22 and were scored on various aspects of their proposals. Total scoring could range from 0 to 110. The vendors are listed below, ranked from highest to lowest total score received:

| <b>Firm Name</b>              | <b>Location</b> |
|-------------------------------|-----------------|
| Blais & Associates, Inc.      | Irvine, CA      |
| Evan Brooks                   | Pasadena, CA    |
| Global Urban Strategies, Inc. | Montebello, CA  |

Based on the proposals submitted by each firm, Blais & Associates, Inc. was selected as the most qualified firm and meeting the project requirements. The Department proposes to contract with Blais & Associates ("Blais"). The Fire Department plans on working closely with the grant writing services in seeking local, County, State, and Federal grant funding to improve service delivery, address service gaps, implement the needs of the Fire Department service-oriented programs and community services. The Department often seeks funding that relates to pre-and post-emergency or disaster related projects, to support critical recovery initiatives, innovative research, novel Coronavirus ("COVID-19") response, housing initiatives, homeless services, and many other programs.

If approved and authorized, staff will prepare and execute the proposed Professional Services Agreement (in a form and content to be reviewed and approved by the City Attorney's Office) for grant writing services.



## **CITY COUCIL AGENDA REPORT – MEETING OF JANUARY 13, 2021**

### **Approve a Professional Services Contract with Blais & Associates, Inc. for Grant Writing Services**

Page 3 of 3

#### **ENVIRONMENTAL**

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

#### **FISCAL IMPACTS**

If approved, the initial three-year (3-year) term of the Professional Services Agreement will commence on January 14, 2021, and run through January 13, 2024, with the option at that point to renew for an additional two (2), one-year terms. There is no need to amend the FY 2020-21 budget as adequate appropriations for this item were included in the amount of \$65,000 for FY 2020-21 (Account No. 100-85-860-6040.10). Funding for the second and third years will be contingent upon approval and adoption of FY 2021-22 and FY 2022-23 budgets. The contract will be executed for three years for an amount not to exceed \$195,000 (\$65,000/year), with the option of two (2), one-year extensions at \$65,000 each year.

#### **SUMMARY**

Upon review and analysis of the three (3) responses to the City's RFP No. 21-22 for Grant Writing Services, staff recommends awarding a professional services agreement to Blais & Associates, Inc. for the negotiated not-to-exceed amount of \$195,000 for a three-year (3-year) contract term (translating to \$65,000 per year). It is being requested that the City Council authorize the City Manager to enter into an agreement (in a form and content to be reviewed and approved by the City Attorney's Office) for grant writing services, as this will allow an opportunity to pursue several forthcoming grant opportunities for the Fire Department.

#### **ATTACHMENTS**

Attachment A: Grant Writer RFP No. 21-22



**CITY OF MONTEBELLO  
REQUESTS FOR PROPOSALS**

**RFP #21-22**

**November 16, 2020**

**GRANT WRITING SERVICES  
FOR  
CITY OF MONTEBELLO, CALIFORNIA**



**Deadline for Submission: December 18, 2020**

**City of Montebello**

**Fire Department**

**[www.cityofmontebello.com](http://www.cityofmontebello.com)**

**NOTICE REGARDING DISCLOSURE  
OF CONTENTS OF DOCUMENT**

All responses to this Request for Proposal (RFP) accepted by the City of Montebello (City) shall become the exclusive property of the City. At such time as the City Manager recommends a contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

**TABLE OF CONTENTS**

I. Request for Proposal..... 4

II. Background, Project Information ..... 5

III. Scope of Work ..... 6

IV. Proposal Submittal..... 6

V. Proposal Format and Content ..... 7

VI. Selection Process and Criteria ..... 8

VII. General Terms and Provisions ..... 10

VII. Exhibit "A" Sample Professional Services Agreement ..... 16

## **I. REQUEST FOR PROPOSAL**

### **TO PROSPECTIVE BIDDERS**

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful Bidder will be required to enter into a Grant Writing Service Agreement based on the specifications outlined in this RFP.

**DATE OF SOLICITATION:** Monday, November 23, 2020

**PRE-PROPOSAL MEETING:** There will be No Pre-Proposal Meeting

**SUBMITTAL DUE DATE:** Thursday, December 17, 2020, at 2:00 p.m. ("deadline"), via the PlanetBids vendor portal. Place "FIRE DEPARTMENT GRANT WRITING SERVICES" in the subject line, and no physical copy would be required. The City assumes no responsibility for errors or delays caused by electronic e-mails, public or private carriers in delivering any proposals. All submittals must be received on or before the deadline.

**ANTICIPATED AWARD DATE:** Monday, December 28, 2020

**ANTICIPATED COMMENCEMENT DATE:** Friday, January 15, 2021

### **PROPOSAL CONTACTS:**

Any questions and/or correspondence concerning this RFP must be submitted in writing to the PlanetBids vendor portal or to the contact:

## **CONTACT:**

**Name:** City of Montebello-Fire Department  
**Address:** 1600 West Beverly Boulevard  
Montebello, California 90640  
**Contact:** Angélica Palmeros, Deputy Director, Fire Department  
**Contact Phone:** (323) 887-4540 ext. 547  
**Contact E-Mail:** [apalmeros@cityofmontebello.com](mailto:apalmeros@cityofmontebello.com)

## **II. BACKGROUND AND PROJECT DESCRIPTION**

The City of Montebello is soliciting proposals from qualified firms or individuals to provide the Montebello Fire Department (or the "Department") with "on-call" as-needed, professional grant writing services. The Montebello Fire Department intends to select a qualified grant writer to assist in researching and identifying potential grants and providing general grant writing services associated with the completion and submission of grant applications.

The goal of the selected Grant Services provider shall include, but is not limited to, researching and identifying:

- Funding to assist the Department in reaching its goals and objectives;
- Funding opportunities for activities that would otherwise be financed by the General Fund;
- Funds opportunities to cover one-time costs versus ongoing operational costs;
- Funding opportunities the Department would not be able to respond to in a timely manner due to lack of staff or workload restraints;
- Funding opportunities that will promote innovated approaches and research-based strategies;
- Funding for collaborative efforts with multiple departments, agencies, community-based organizations and/or other jurisdictions; and
- Opportunities to leverage significant additional resources.

The service contract will remain in effect for three (3) years, in an amount not to exceed \$65,000 per year. The service contract will also allow the parties to extend the agreement

for an additional two (2), one-year terms, upon further written approval and authorization by both parties, and contingent upon City Council approval.

### **III. SCOPE OF WORK**

The selected Grant Writing Services provider will provide prompt professional grant writing services, on an "on-call", as needed, basis for all assigned projects. Assistance includes but is not limited to:

- Developing overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project;
- Providing the Department project manager with a list of stakeholders that will be need to contact and any relevant information required;
- Taking the lead in scheduling meetings, bringing together stakeholders and obtaining relevant information from multiple stakeholders;
- Ensuring that all required components of proposal are included in submission, ensuring adherence to grant evaluation criteria;
- Providing budget guidance and justifications in alignment with City policies and personnel guidelines and in conformance with grant solicitation requirements;
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to Department final review and submittal to funder;
- Organizing facts, data, statistics and narrative collected and written as part of assigned projects and making those items available to the Department for future use; and
- Regularly providing the Department with a grants forecast and timely suggestions of which grants to pursue based on the priorities of the Fire Chief and other City needs, interest, and capacity.

### **IV. PROPOSAL SUBMITTAL**

The City will select, as to the RFP, the lowest, best qualified complete proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one (1) or more contractors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one (1) or more firms responding to this RFP, and may enter into more than one (1) contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

## **V. PROPOSAL FORMAT AND CONTENT**

The proposal should be responsive, concise, and free of jargon to the extent possible, and should conform to the following order and content.

### **Section 1**

#### **Cover Letter**

The cover letter shall be used to identify the respondent, their name and contact information, and information relative to their introduction. Provide office location and staffing which will be allocated to be providing services to the City.

### **Section 2**

#### **Description**

The description of the respondent shall explain the overall team and approach, methods and strategies for providing the requested services (refer to Scope of Work).

### **Section 3**

#### **Budget**

The pricing for the delivery of services, including breakdown of additional services.

### **Section 4**

#### **Organizational Chart**

Provide an organization chart with names and areas of responsibility for each principle and manager, with resumes, as well as support personnel.

### **Section 5**

#### **Experience and References**

Provide at least three agencies or companies that you have provided similar services for within the last five years, and provide a contact name, telephone number and electronic mail address.

## **VI. SELECTION PROCESS AND CRITERIA**

### **Step 1-Proposal Reviews**

Upon receiving the proposals by the deadline, each consultant packet will be evaluated by the Fire Department personnel, for completeness and the best-qualified consultants will be invited to participate in the selection process and subsequent be contacted for a follow-up interview.

The selection process will evaluate and score responsive proposals with the following criteria and weights:

| <b>Evaluation Criteria</b>                | <b>Available Points</b> |
|-------------------------------------------|-------------------------|
| <b>Project Approach &amp; Performance</b> | <b>25 pts</b>           |
| <b>Professional Experience</b>            | <b>25 pts</b>           |
| <b>Proposers Capacity and Capability</b>  | <b>25 pts</b>           |
| <b>Proposed Budget</b>                    | <b>15 pts</b>           |
| <b>References</b>                         | <b>10 pts</b>           |
| <b>Local Knowledge and Background</b>     | <b>10 pts</b>           |

\*The cost-effectiveness of the consultants will be considered, but not be the only and definitive factor.

Successful proposals will demonstrate the ability to meet and exceed the following evaluation criteria:

- **Project Approach and Performance** – Points will be assigned based on how well the proposal demonstrates an understanding of the request and the proposer's services. The services should be tailored to fit the City's unique needs, and the proposer should explain how they will accomplish each task identified in the Scope of Work. The proposer should discuss any foreseen issues and challenges for each task and demonstrate alternative solutions to overcome or minimize potential barriers. The proposer should also reference similar completed projects to illustrate any unique or innovative strategies that contributed to success.



- **Professional Experience** – Points will be assigned based on the proposer's description of professional qualifications and experience. Successful proposals should clearly describe any experience and past achievements with implementing similar specialized services.
- **Proposer Capacity and Capability** – Points will be assigned based on the qualification of the proposer provided in their resume and the identification of key staff members who will assist with providing the services or in general how will the proposer plans to provide the qualified staff. Points will also be assigned based on the samples provided of the proposer's prior work and projects.
- **Proposed Budget**– Points will be assigned based on the provided detailed budget and description of items necessary to support the project. The project's budget should be feasible, realistic, accurate, and cost effective.
- **References** – Points will be assigned based on the proposer's comprehensive list of references for other public and private entities where the same or similar services were provided.
- **Local Knowledge and Background** – Points will be assigned based on the proposer's knowledge, background, and experience with grant writing services. Proposers should describe how this knowledge and/or experience will favorably contribute to the delivery and success of the grant writing services, and any other special considerations.

#### Step 2-Evaluation and Scoring

The panel will review and score proposals during the week of December 21, 2020.

#### Step 3-Agreement

An agreement will be drafted for the parties to negotiate the precise responsibilities, terms, and payments, and other City requirements.

#### Step 4-Approval

Upon completion of the agreement, the City Council will be presented with the preferred consultant and their respective agreement for approval and execution by the City Manager. This will tentatively be presented at the City Council Meeting on January 13, 2021.

### **VII. GENERAL TERMS AND PROVISIONS**

#### Contract Documents:

A Draft Standard Agreement is attached herewith and shall be agreed to by the successful Bidder. The Agreement entered into by the parties shall consist of the final Grant Writing Services Agreement ("Agreement"), the Request for Proposals, the signed proposal submitted by the Contractor together with 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 all of which shall be referred to collectively as the "Contract Documents."

#### Contract Modification and Amendment:

The parties may adjust the specific terms of the final Agreement where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the selected Bidder must be in writing to the City. Any agreed upon modification or amendment must be in writing (and if authorized), approved by the City Manager and or his/her designee, and signed by both parties.

#### Agreement Terms:

The Agreement term shall be for a period of 3 years. At the conclusion of the 3-year Agreement, the parties may extend the Agreement for up to two (2) additional, one-year (1-year) terms upon further written approval and authorization.

#### Agreement Administration:

The Fire Chief, and/or his designee, shall be the City's authorized representative in all matters pertaining to the administration of the Agreement.

Insurance:

Selected Bidder shall provide a certificate or will-serve letter indicating that they will be issued a policy or policies of insurance in the following types and amounts:

- (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) minimum combined single limits of **One Million Dollars and Zero Cents** (\$1,000,000) per occurrence and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of Services under this Agreement;
- (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) with minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per accident for bodily injury and property damage covering any vehicle; and
- (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (EL) with a minimum limit of **One Million Dollars and Zero Cents** (\$1,000,000) per accident or the amount required by law, whichever is greater.
- (4) *Maintenance Liability.* If applicable, selected Bidder shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall have minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per claim and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate, on a form approved by the City Attorney.
- (5) *Professional Liability.* Professional liability/errors and omissions insurance (as applicable to the Contractor's profession), with minimum combined single limits coverage of **One Million Dollars** (\$1,000,000) per claim and **Two Million Dollars** (\$2,000,000) aggregate, on a form approved by the City Attorney.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to City.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to City. The certificates 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 City if requested. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of Services under this Agreement

The insurer shall agree to waive all rights of subrogation against City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policies which arise from work performed by the Contractor. The policies shall contain a waiver of subrogation in favor of City.

Except for professional liability and workers' compensation policies, the insurance policies shall state that insurance coverage shall be primary insurance as respects City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to City—unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its directors, officials, officers, employees, agents and volunteers; (3) include a description of operations; and (4) list the Certificate Holder as "City of Montebello."

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the

scope of protection afforded to City, its directors, officials, officers, employees, agents and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**Costs:**

The City assumes no responsibility for any costs incurred by a respondent in the preparation and/or presentation of a proposal in the response to this requires.

**Rights:**

The City reserves the right to reject any or all proposals received or request additional information from any or all of the consultant respondents, in order to ascertain the qualifications of the respondent for the requested service.

**Completeness:**

To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the respondent authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the respondent for a period to extend until June 30, 2021

**Ownership:**

All documents prepared by the respondents under this request shall become the property of the City upon receipt of the City.

**Public Records Act:**

Responses to this RFP become the exclusive property of the City and may be subject to the California Public Records Act. Those elements, if any, in each proposal which are

trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure.

It is the responsibility of each Bidder to clearly identify information in their proposal that it considers to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by a law or by an order of a Court.

Bidders that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

#### Award Protest:

The final award of the contract shall be made by the City Council, and is final and may not be appealed or be subject to the protest provisions of the public bidding statutes. The City may consider any award upon a finding of good cause at its sole discretion.

#### Communication with the City:

It is the responsibility of each Bidder to inquire about any requirement of this RFP that the Bidder does not understand. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be submitted via Addendum and posted on the City website with the original RFP. The City will not be bound by oral responses to inquiries or written responses other than addenda.

Address all inquiries via PlanetBid, or by emailing Angélica Palmeros, Deputy Director, Fire Department, [apalmeros@cityofmontebello.com](mailto:apalmeros@cityofmontebello.com)

#### Withdrawal of Proposals:

A proposal may be withdrawn by the Bidder prior to the date and time for submittal or proposals, by means of a written request signed by the Bidder by and through its properly authorized officer or through PlanetBid.

**Proposal Understanding:**

Bidder shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing themselves with respect to any and all conditions, which may in any way affect their proposals, or the performance of the Services in the event the Bidder is selected.

By submitting their proposals, Bidder agree and assure that the proposal terms and conditions and Contract provisions are adequate and acceptable, and each Bidder accepts the terms and conditions in the Contract Documents as defined below and indicate their ability to perform the services under such terms and conditions by submission of their proposals. Any exceptions should be noted in each Bidder's response or proposal.

**VIII. EXHIBIT A- SAMPLE PROFESSIONAL SERVICES AGREEMENT**



Quote Prepared by  
Jessica L. Garigliano  
845-807-8237  
jgarigliano@blaisassoc.com



7545 Irvine Center Drive  
Irvine Business Center, Suite 200  
Irvine, CA 92618  
www.blaisassoc.com

## Grant Development Quote

|                                                 |                                                              |
|-------------------------------------------------|--------------------------------------------------------------|
| Client Name                                     | Montebello, CA                                               |
| Client Contact                                  | Angelica Palmeros, Deputy Director, Housing & Sustainability |
| Copy                                            |                                                              |
| Grant Program / Proposal                        | Fire Prevention and Safety (FP&S) Grant                      |
| Proposal Due                                    | February 26, 2021 by 5:00 PM ET                              |
| Project Name (if known)                         | TBD                                                          |
| Date Prepared                                   | 1/18/2021                                                    |
| Grant/Revenue Potential                         | Maximum Fund Request: \$1,500,000                            |
| Grant Development Cost                          | \$8,470.00                                                   |
| Cost to Develop Grant as % of Revenue Potential | To be determined.                                            |
| Hourly Rate                                     | \$110                                                        |

| Activity                                                                                                                                                                                                                                                                                                                                                                                                    | Hours     | Cost               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| Preliminary Analysis Work: (review materials, develop checklist and timeline, prepare for and lead a kick-off conference call, establish internal e-file system, attend to follow-up action items, prepare application template, ensure client's SAM.gov and FEMA GO accounts are current and active.                                                                                                       | 5         | \$ 550.00          |
| Develop Federal Forms (SF-424; Grants.gov Lobbying Form, Certification Regarding Lobbying, SF-424A; SF-424B; SF-LLL Disclosure of Lobbying Activities, Indirect Cost Agreement or Proposal (if applicable)) and submit via FEMA GO.                                                                                                                                                                         | 2         | \$ 220.00          |
| Develop narrative responses to each of the narrative evaluation criteria (including financial need): Budget Narrative (4,000 character max); Commitment to Mitigation (3,000 character max); Vulnerability Statement (5,000 character max); Project Description (5,000 character max); Implementation Plan (5,000 character max); Evaluation Plan (5,000 character max); Cost-Benefit (2,500 character max) | 45        | \$ 4,950.00        |
| Develop budget.                                                                                                                                                                                                                                                                                                                                                                                             | 5         | \$ 550.00          |
| Allowance for conference call(s) with Client; Compile 80% and 100% drafts and incorporate Edits from Client; Coordinate submission of proposal through FEMA GO portal and create Classification Folder for the Client's permanent record-keeping file.                                                                                                                                                      | 20        | \$ 2,200.00        |
| <b>SUBTOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                             | <b>77</b> | <b>\$ 8,470.00</b> |
| Direct Costs (charged at cost, no mark-up)                                                                                                                                                                                                                                                                                                                                                                  |           | \$ -               |
| Not applicable.                                                                                                                                                                                                                                                                                                                                                                                             |           |                    |
| <b>SUBTOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                             |           | <b>\$ -</b>        |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                | <b>77</b> | <b>\$ 8,470.00</b> |
| ADD ADDITIONAL UNKNOWNNS AT TIME OF ESTIMATE:                                                                                                                                                                                                                                                                                                                                                               |           | \$ -               |
| Not applicable.                                                                                                                                                                                                                                                                                                                                                                                             |           | \$ -               |
| <b>TOTAL WITH OPTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                   | <b>77</b> | <b>\$ 8,470.00</b> |

Work performed by B&A that is outside of the scope of this estimate will be billed at \$110 per hour.  
Please see "notes and assumptions."

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| <b>Notes and Assumptions</b>                                                                                             |
| 1) Local match of 5% is required. Match can be cash or in-kind.                                                          |
| 2) \$35.5 million to award with 100 awards expected. Performance period is from May 17, 2021 - May 16, 2022 (12 months). |

**AGREEMENT NO. 3857**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF MONTEBELLO  
AND  
BLAIS & ASSOCIATES, LLC**

THIS AGREEMENT ("Agreement") is made and entered into on January 13, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and BLAIS & ASSOCIATES, LLC (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individually as a "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, CITY desires to retain a qualified professional consultant to assist CITY with its Grant Writing Services to seek funding for various CITY Fire Department ("Fire Department") projects; and

**WHEREAS**, CONSULTANT represents that it has 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**, CONSULTANT responded to CITY's Request for Proposal (RFP) No. 21-22 ("RFP No. 21-22") in a proposal dated December 17, 2020 ("Consultant's Proposal"); both documents as Exhibit "A" and Exhibit "B" and are incorporated herein by this reference. are incorporated herein by this reference.

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

**SECTION 1. SERVICES / COMPENSATION.**

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in Exhibit "B" hereto and incorporated fully herein by this reference.

ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

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

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

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

#### **SECTION 4. WORK PRODUCT.**

A. CONSULTANT hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONSULTANT may take and retain copies of such written products as desired.

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

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees

otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

#### **SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

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

#### **SECTION 10. INDEPENDENT CONTRACTOR.**

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

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

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in

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

- **Commercial General Liability (CGL):** Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and 00/100 Cents (\$2,000,000)**, combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and 00/100 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 00/100 Cents (\$1,000,000.00)** per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONSULTANT for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

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

- **Professional Errors and Omissions (E&O) Liability insurance** appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and 00/100 Cents (\$2,000,000.00)** per occurrence or claim, **Two Million Dollars and 00/100 Cents (\$2,000,000.00)** aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder.

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

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver 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. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

#### **SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

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

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to,

has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

#### **SECTION 20. MISCELLANEOUS.**

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

#### **SECTION 21. NOTICE.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States

**SECTION 24. ENTIRE AGREEMENT.**

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

**[SIGNATURES ON THE NEXT PAGE]**



**Exhibit "A"**  
**Professional Services**  
**Blais & Associates, LLC. Grant Proposal**  
**Scope of Work**

**Exhibit "B"**  
**Schedule of Performance**  
**Blais & Associates, LLC One-Time Cost Schedule**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BLAIS & ASSOCIATES, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2807 ALLEN ST, STE 2050**

6 City, state, and ZIP code  
**DALLAS, TX 75204**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 5 - 3 0 8 3 5 9 5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **08/20/2020**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See *What Is backup withholding*, later.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT**

**Policy Number:** 72 WBC GA7466  
**Effective Date:** 10/01/20  
**Named Insured and Address:** Blais & Associates, LLC  
4017 MOONLIGHT DROVE  
LITTLE ELM TX 75068

**Endorsement Number:**  
Effective hour is the same as stated on the Information Page of the policy.

Section I of this endorsement expands coverage provided under WC 00 00 00.  
Section II of this endorsement provides additional coverage usually only provided by endorsement.  
Section III of this endorsement is a Schedule of Covered States.  
You may use the index to locate these coverage features quickly:

| <b><u>SUBJECT</u></b>                                                                           | <b><u>INDEX</u></b> | <b><u>PAGE</u></b> |
|-------------------------------------------------------------------------------------------------|---------------------|--------------------|
| <b>SECTION I</b>                                                                                |                     | 2                  |
| <b>PARTS ONE and TWO</b>                                                                        |                     | 2                  |
| 01 We Will Also Pay                                                                             |                     | 2                  |
| <b>PART - THREE</b>                                                                             |                     | 2                  |
| 02 How This Insurance Works                                                                     |                     | 2                  |
| <b>PART - SIX</b>                                                                               |                     | 2                  |
| 03 Transfer of Your Rights and Duties                                                           |                     | 2                  |
| 04 Liberalization                                                                               |                     | 2                  |
| <b>SECTION II</b>                                                                               |                     | 2                  |
| <b>VOLUNTARY COMPENSATION INSURANCE</b>                                                         |                     | 2                  |
| 05 Voluntary Compensation Insurance                                                             |                     | 2                  |
| A. How This Insurance Applies                                                                   |                     | 3                  |
| B. We will Pay                                                                                  |                     | 3                  |
| C. Exclusions                                                                                   |                     | 3                  |
| D. Before We Pay                                                                                |                     | 3                  |
| E. Recovery From Others                                                                         |                     | 3                  |
| F. Employers' Liability Insurance                                                               |                     | 3                  |
| <b>EMPLOYERS' LIABILITY STOP GAP COVERAGE</b>                                                   |                     | 3                  |
| 06 Employers' Liability Stop Gap Coverage                                                       |                     | 3                  |
| A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming |                     | 3                  |
| B. Part One does not Apply                                                                      |                     | 3                  |
| C. Application of Coverage                                                                      |                     | 3                  |
| D. Additional Exclusions                                                                        |                     | 3                  |
| E. West Virginia                                                                                |                     | 4                  |
| <b>SECTION III</b>                                                                              |                     | 4                  |
| 07 Schedule of Covered States                                                                   |                     | 4                  |

Form WC 99 03 02 B Printed in U.S.A. (Ed. 8/00)  
Process Date: 08/22/20

© 2000, The Hartford

Page 1 of 4  
Policy Expiration Date: 10/01/21

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance

Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within sixty days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **COMMON POLICY CONDITIONS**

All coverages of this Policy are subject to the following conditions:

### **A. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
    - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
      - (a) Seasonal unoccupancy; or
      - (b) Buildings in the course of construction, renovation or addition.  
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
    - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
      - (a) Have not started; and
      - (b) Have not been contracted for,  
within 30 days of initial payment of loss.
    - (3) The building has:
      - (a) An outstanding order to vacate;
      - (b) An outstanding demolition order; or
      - (c) Been declared unsafe by governmental authority.
    - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
    - (5) Failure to:
      - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
      - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
  - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**B. CHANGES**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

**C. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

**D. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

**E. INSPECTIONS AND SURVEYS**

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

**F. INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**G. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

**H. PREMIUMS**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

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Page 2 of 3

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### SECTION III

#### 7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

CA

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_





- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".
- 2. Medical Expenses**
- Insuring Agreement**
- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- 3. Coverage Extension - Supplementary Payments**
- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion g.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion g.(2) does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 51 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
  - (ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**i. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the Insured with knowledge of its falsity;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:

- (I) Your web site; or
- (II) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (I) Copyright;
- (II) Slogan; or
- (III) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**  
Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in b. through e. below, of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. **Employees And Volunteer Workers**  
Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.  
However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
  - (2) "Property damage" to property:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

##### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

##### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

##### **3. Each Occurrence Limit**

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

##### **4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

##### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

##### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

Page 14 of 22



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";





If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**7. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 72 WBC GA7466  
**Effective Date:** 10/01/20  
**Named Insured and Address:** Blais & Associates, LLC  
4017 MOONLIGHT DROVE  
LITTLE ELM TX 75068

**Endorsement Number:**  
Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 08/22/20

Policy Expiration Date: 10/01/21



ITEM # 9

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

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

**SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3857 WITH  
BLAIS & ASSOCIATES FOR GRANT WRITING SERVICES TO  
INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT AND EXTEND  
THE TERM OF THE AGREEMENT**

**DATE:** September 11, 2024

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Approve Amendment No. 2 to Agreement No. 3857 with Blais & Associates to increase the annual not-to-exceed amount to \$100,000 and extend the term of the agreement to June 30, 2026; and
2. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 3857 with Blais & Associates; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$35,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts); and
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The Fire Department has an existing professional services agreement with Blais & Associates (Agreement No. 3857) for grant writing services for an annual amount of up to \$65,000. Staff has utilized Blais & Associates to obtain and manage several grants, reaching the annual not-to-exceed amount of \$65,000. Due to staff currently working with Blais & Associates on a new pending grant proposal, it is necessary to increase the annual not-to-exceed amount by \$35,000 to a total of \$100,000. The recommended action also requires amending the Fiscal Year 2024-25 budget by increasing

## **CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 11, 2024**

Page 2 of 3

appropriations by \$35,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts).

In addition, given the numerous current and future grant opportunities available to the Fire Department, it is necessary to exercise the term extension clause and extend the agreement through June 30, 2026. The additional annual funding and term extension will provide sufficient resources and time for Blais & Associates to assist the Fire Department with its grant appcaiton needs.

### **BACKGROUND/DISCUSSION:**

In 2020, the Fire Department issued a Request for Proposals (RFP) for grant writing services. Through a competitive process, Blais & Associates was selected, and a professional services agreement was approved at the City Council meeting on January 13, 2021 (Attachment A).

Over the last several years, the Fire Department has been successful in being awarded grants and other funding opportunities. Specifically, the Fire Department has been awarded several million dollars in funding, which has supported the creation and expansion of several programs, as well as the expansion of the size of the Fire Department. A large part of this has to do with the Fire Department's partnership with Blais & Associates, which provides funding research opportunities, assistance with grant applications, and the management of post-award requirements.

Due to the Fire Department utilizing Blais & Associates frequently for several grant projects, the original agreement's not-to-exceed amount of \$65,000 has been depleted. At the August 28, 2024 City Council meeting, staff received permission to pursue a funding opportunity through Cal OES for up to a \$250,000 cybersecurity grant. It should be noted that this grant opportunity will mainly benefit the Division of Information Technology (DoIT). However, due to the Fire Department's access to Blais & Associates as well as the department's recent success in being awarded grants, the Fire Department is coordinating this grant application on behalf of the City and DoIT.

Staff received an estimated cost of \$11,285 from Blais & Associates to complete any preparatory work, complete the narrative, grant application, milestones, develop the budget, coordinate post-award requirements, and create any other required documentation for the Cal OES Cybersecurity grant. As such, staff is requesting authorization for the City Manager to execute Amendment No. 2 (Attachment C) to Agreement No. 3857. Amendment No. 2 would increase the annual not-to-exceed amount to \$100,000 (from \$65,000) as well as extend the term of the agreement through June 30, 2026. The additional funding and term extension will provide sufficient resources and time for Blais & Associates to assist with current and future grant funding opportunities.

### **ENVIRONMENTAL:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

Staff is requesting authorization for the City Manager to execute Amendment No. 2 (Attachment C) of Agreement No. 3857 to increase the annual not-to-exceed amount to \$100,000 and extend the term through June 30, 2026. Additionally, staff is recommending amending the Fiscal Year 2024-25 budget by increasing appropriations by \$35,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts).

**ATTACHMENT(S)**

1. Attachment A - Original PO Packet and Staff Report for Blais & Associates
2. Attachment B - Cybersecurity Grant Quote from Blais & Associates
3. Attachment C - Professional Services Agreement - Amendment No. 2 to 3857

## **CITY OF MONTEBELLO**

### **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3857 WITH BLAIS & ASSOCIATES, LLC**

This Amendment No. 2 to Agreement No. 3857 ("**Amendment No. 2**") is made and entered into as of the 11th day of September 2024 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("**City**"), and Blais & Associates, LLC, a Texas corporation located at 2807 Allen Street, Suite 2050, Dallas, Texas, 75204 ("**Consultant**"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

### **RECITALS**

**WHEREAS**, City and Consultant are Parties to that certain Contract Agreement No. 3857 to assist City with its Grant Writing Services for City's various Fire Department ("Fire Department") projects entered on January 3, 2021 ("Agreement"); and

**WHEREAS**, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

**WHEREAS**, the Parties executed Amendment No. 1 with an Effective Date of January 14, 2024, exercising their option to extend the Agreement for the first year of the additional two (2), one-year (1-year) terms; and

**WHEREAS**, the Fire Department is now assisting the City's Information Technology Department in attempting to obtain a cybersecurity grant and seeks to utilize the Consultant for such services; and

**WHEREAS**, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement as authorized by Section 2 and Section 24 by memorializing the Parties' exercise of the option to extend the Agreement for the second year of the two (2) one-year (1-year) terms ("Second Extension") as well as amending the agreement to include assistance of a department other than the Fire Department and ; and

**WHEREAS**, with the additional services contemplated under this Amendment No. 2, the Compensation shall increase from the original Agreement by \$35,000, for a new annual amount not-to-exceed of One Hundred Thousand Dollars and 00/100 Cents (\$100,000).

**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. COMPENSATION.** Through this **Amendment No. 2**, the Parties hereto agree that the Consultant shall be compensated a sum not-to-exceed **One Hundred Thousand Dollars and 00/100 Cents (\$100,000)** annually (the "Maximum Annual Compensation") for performance of the Professional Services as set forth in the original Agreement and those new services contemplated under this Amendment No. 2.

**SECTION 2. EXTENSION OF TERM.** Through this **Amendment No. 2**, the Parties hereto agree to exercise their right to extend the Agreement for the Second Extension from **January 20, 2025 to June 30, 2026**, as authorized under Section 2 and 24 of this Agreement.

**SECTION 3. INCORPORATION OF THE 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 4. 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]

**[SIGNATURES ON THE FOLLOWING PAGES]**



**AMENDMENT NO. 2 TO AGREEMENT NO. 3857**

Page 3 of 3

**IN WITNESS WHEREOF**, the Parties execute this **Amendment No. 2** to Agreement No. 3857 to provide Grant Writing Services to the Fire Department with the Effective Date identified above.

("CITY")

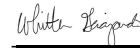
**CITY OF MONTEBELLO**

  
Raul Alvarez (Oct 3, 2024 10:56 PDT)

Raul Alvarez, City Manager

("CONSULTANT")

**BLAIS & ASSOCIATES,**



Whitten Guajardo, Vice President

**ATTEST:**

  
Christopher Jimenez (Oct 3, 2024 12:00 PDT)

Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

  
Arnold M. Alvarez-Glasman (Oct 3, 2024 11:31 PDT)

Arnold M. Alvarez-Glasman, City Attorney

# Professional Services Agreement - Amendment -2 to 3857

Final Audit Report

2024-10-03

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-09-24                                   |
| By:             | Andrew Kim (AKim@montebelloca.gov)           |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAXkwhI0D1WUlw0lh_CdGwktGUBYupzYDS |

## "Professional Services Agreement - Amendment -2 to 3857" History

-  Document created by Andrew Kim (AKim@montebelloca.gov)  
2024-09-24 - 10:43:41 PM GMT
-  Document emailed to Whitten Guajardo (wguajardo@blaisassoc.com) for signature  
2024-09-24 - 10:43:46 PM GMT
-  Email viewed by Whitten Guajardo (wguajardo@blaisassoc.com)  
2024-09-25 - 4:31:20 PM GMT
-  Document e-signed by Whitten Guajardo (wguajardo@blaisassoc.com)  
Signature Date: 2024-09-25 - 4:40:15 PM GMT - Time Source: server
-  Document emailed to Raul Alvarez (ralvarez@montebelloca.gov) for signature  
2024-09-25 - 4:40:17 PM GMT
-  New document URL requested by cityclerk@montebelloca.gov  
2024-10-02 - 5:38:52 PM GMT
-  Email viewed by Raul Alvarez (ralvarez@montebelloca.gov)  
2024-10-02 - 7:13:05 PM GMT
-  New document URL requested by Raul Alvarez (ralvarez@montebelloca.gov)  
2024-10-02 - 7:13:15 PM GMT
-  Email viewed by Raul Alvarez (ralvarez@montebelloca.gov)  
2024-10-03 - 5:55:51 PM GMT
-  Document e-signed by Raul Alvarez (ralvarez@montebelloca.gov)  
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 Document emailed to Arnold M. Alvarez-Glasman (aglasman@agclawfirm.com) for signature

2024-10-03 - 5:56:21 PM GMT

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2024-10-03 - 6:30:49 PM GMT

 Document e-signed by Arnold M. Alvarez-Glasman (aglasman@agclawfirm.com)

Signature Date: 2024-10-03 - 6:31:14 PM GMT - Time Source: server

 Document emailed to Christopher Jimenez (cjimenez@montebelloca.gov) for signature

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 Email viewed by Christopher Jimenez (cjimenez@montebelloca.gov)

2024-10-03 - 6:59:58 PM GMT

 Document e-signed by Christopher Jimenez (cjimenez@montebelloca.gov)

Signature Date: 2024-10-03 - 7:00:31 PM GMT - Time Source: server

 Agreement completed.

2024-10-03 - 7:00:31 PM GMT

CITY OF MONTEBELLO

AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT NO. 3857  
WITH BLAIS & ASSOCIATES, LLC

This Amendment No. 3 to Agreement No. 3857 ("**Amendment No. 3**") is made and entered into as of the 12th day of February 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 Blais & Associates, LLC, a Texas corporation located at 2807 Allen Street, Suite 2050, Dallas, Texas, 75204 ("**Consultant**"). City and Consultant are sometimes hereinafter referred to collectively as the "Parties".

**RECITALS**

**WHEREAS**, City and Consultant are Parties to that certain Contract Agreement No. 3857 to assist City with its Grant Writing Services for City's various Fire Department ("Fire Department") projects entered on January 3, 2021 ("Agreement"); and

**WHEREAS**, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

**WHEREAS**, the Parties executed Amendment No. 1 with an Effective Date of January 14, 2024, exercising their option to extend the Agreement for the first year of the additional two (2), one-year (1-year) terms; and

**WHEREAS**, the Parties executed Amendment No. 2 with an Effective Date of September 11, 2024, exercising their option to extend the Agreement for the second year of the additional two (2), one-year (1-year) terms, and increase the annual not-to-exceed compensation amount to One Hundred Thousand Dollars and 00/100 Cents (\$100,000); and

**WHEREAS**, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement as authorized by Section 24 to increase the annual not-to-exceed compensation amount; and

**WHEREAS**, with the additional services contemplated under this Amendment No. 3, the Compensation shall increase the amount set forth from Amendment No. 2 by \$30,000, for a new annual amount not-to-exceed of One Hundred and Thirty Thousand Dollars and 00/100 Cents (\$130,000).

**AMENDMENT NO. 3 TO AGREEMENT NO. 3857**

Page 2 of 3

**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. COMPENSATION.** Through this **Amendment No. 3**, the Parties hereto agree that the Consultant shall be compensated a sum not-to-exceed **One Hundred and Thirty Thousand Dollars and 00/100 Cents (\$130,000)** annually (the "Maximum Annual Compensation") for performance of the Professional Services as set forth in the original Agreement and those new services contemplated under this Amendment No. 2.

**SECTION 3. INCORPORATION OF THE REMAINING TERMS.** Other than as expressly modified in this **Amendment No. 3** 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 4. COUNTERPARTS.** This **Amendment No. 3** may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[END OF AMENDMENT NO. 3]

**[SIGNATURES ON THE FOLLOWING PAGES]**

**AMENDMENT NO. 3 TO AGREEMENT NO. 3857**

Page 3 of 3

**IN WITNESS WHEREOF**, the Parties execute this **Amendment No. 3** to Agreement No. 3857 to provide Grant Writing Services to the Fire Department with the Effective Date identified above.

("CITY")

**CITY OF MONTEBELLO**

("CONSULTANT")

**BLAIS & ASSOCIATES,**

\_\_\_\_\_  
Raul Alvarez, City Manager

\_\_\_\_\_  
Whitten Guajardo, Vice President

**ATTEST:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**ITEM # 14**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Joseph Palombi, Director of Planning & Community Development

**SUBJECT:** **APPROVE FINAL TRACT MAP NO. 82726, CONSISTENT WITH THE PREVIOUSLY APPROVED VESTING TENTATIVE TRACT MAP NO. 82725, AND FIND AND DETERMINE THAT FINAL TRACT MAP NO. 82726 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15182(C) OF THE CEQA GUIDELINES AND GOVERNMENT CODE SECTION 65457**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Adopt Resolution No. 25-10 approving Final Tract Map No. 82726, consistent with previously approved Vesting Tentative Tract Map ("VTTM") No. 82725, in connection with the Montebello Hills Specific Plan Project, and authorize its filing with the Los Angeles County Recorder; and
2. Determine and find that this action is consistent with the previously certified Environmental Impact Report ("EIR") for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b); and
3. Authorize the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City's approval of Final Tract Map No. 82726 in connection with the Montebello Hills Specific Plan Project; and
4. Take such additional, related, action that may be desirable.

**FISCAL IMPACT:**

There is no fiscal impact related to this action. Construction of, and the eventual sales of these residential units will generate additional property tax. Future budgets will include the positive revenue impacts once the units are built, appraised, placed on the County tax role, and sold.

**BACKGROUND/DISCUSSION:**

In 2015, the City of Montebello approved the Montebello Hills Specific Plan ("Specific Plan") for the development of a master planned residential community on the Montebello Hills Property ("Project"). The Specific Plan is a comprehensive plan for development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The Project consists of residential development, public and private parks, and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher.

Following approval in 2015, opponents challenged the Project in court where the Project was litigated before the Superior Court and Courts of Appeal levels for nearly three (3) years. At each level, the courts found that the Project complied with CEQA, the Brown Act, and was consistent with the City's General Plan and California Planning and Zoning Laws.

On July 10, 2019, the City approved the Final "A" Map for VTTM No. 70420 (commonly referred to as an "A" level subdivision map or the "A-Map") subdividing the Montebello Hills Specific Plan Project area into 78 larger lots.

On January 8, 2020, the City approved VTTM No. 82724 (commonly referred to as a "B" level subdivision map or the "B-Map"), which allowed the subdivision of portions of the larger lots created under A-Map into 72 smaller numbered lots and 20 letter lots for residential development resulting in the creation of 92 new legal lots associated with B-Map - Phase A. Concurrently, the City approved Site Plan Review 01-19 (commonly referred to as "B-Map - Phase A") to allow for the development of 349 residential condominium units on an approximately 43.39 acre project site, located within Planning Areas 1, 2, and a portion of Planning Area 3 as established in the Montebello Hills Specific Plan and A-Map.

On November 10, 2021, the City approved the VTTM No. 82725, a "B" level subdivision map, subdividing four (4) legal lots on portions of the Montebello Hills Specific Plan Project Area into 199 legal lots to allow the development of 851 residential condominium dwelling units, consisting of 551 attached residential dwelling units and 300 detached single-family residential dwelling units, and related amenities ("B-Map - Phase B1 Final Map"). The subject site is located within Planning Areas 3, 4, and 5 as established in the Montebello Hills Specific Plan and the A-Map, which consisted of generally undisturbed vacant land within the City of Montebello.

On May 24, 2023, City Council approved the B-Map – Phase B1 Final Tract Map No.



## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 3 of 4

82725 for a portion of VTTM 82725 for the development of 300 detached single family residential dwelling units and 551 residential dwelling condominium units for Phase “B” of the Montebello Hills Specific Plan Project.

### **ENVIRONMENTAL:**

An EIR and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) Guidelines and local procedures for CEQA implementation. The approval Final Tract Map No. 82726 is considered a “Project” and exempt from CEQA pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182(c), which expressly exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified after January 1, 1980, and California Public Resources Code Section 21083.3(a) and (b). The project is consistent with the intent of the Specific Plan and General Plan.

Upon City Council’s approval of Final Tract Map No. 82726, a Notice of Exemption will be filed with the Los Angeles County Clerk’s office (see Attachment C).

### **ANALYSIS:**

Consistent with the previously approved VTTM No. 82725, Final Tract Map No. 82726 for the Project is being submitted for approval to allow the subdivision of Lots 61 and 65 originally established under Tract No. 70420. Final Tract Map No. 82726 is in substantial conformance with the previously approved VTTM No. 82725.

Final Tract Map No. 82726 has been examined and checked for compliance with Title 16 of the Montebello Municipal Code and the California Subdivision Map Act (California Government Code [“Gov. Code”] Section 66410, et seq.). Under the Subdivision Map Act, the approval of a final subdivision map is ministerial in nature and “shall be disapproved only for failure to meet or perform requirements or conditions which were applicable at the time of approval of the tentative map” (Gov. Code § 66473) and a “legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map.” ((Gov. Code § 66474.1). The City Engineer has reviewed and determined that Final Tract Map 82726 substantially complies with all conditions and requirements of the previously approved VTTM No. 82725, the Specific Plan, and EIR.

### **SUMMARY:**

The Developer is requesting approval of Final Tract Map No. 82726, which is consistent with the previously approved VTTM No. 82725. This map would allow the subdivision of Lots 61 and 65, originally established under Tract No. 70420, which is contemplated in the development program approved for the Montebello Hills Specific Plan Project.

Staff has reviewed the map and determined that it is aligned with the parameters outlined

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 4 of 4

in the Montebello Hills Specific Plan and all of the required findings can be made to support approval of Tract Map No. 82726. Attached for the City Council's consideration is a Resolution approving Tract Map No. 82726.

### **ATTACHMENT(S)**

1. Attachment A - Resolution 25-10
2. Attachment B - Final Tract Map No. 82726
3. Attachment C - CEQA Notice of Exemption

## RESOLUTION NO. 25-10

**RESOLUTION OF THE CITY OF MONTEBELLO APPROVING FINAL TRACT MAP  
NO. 82726, CONSISTENT WITH THE PREVIOUSLY APPROVED VESTING  
TENTATIVE TRACT MAP NO. 82725****RECITALS**

**WHEREAS**, In 2015, the City of Montebello (“City”) approved the Montebello Hills Specific Plan (“Specific Plan”) for the development of a master planned residential community on the Montebello Hills Property (“Project”). The Specific Plan is a comprehensive plan for development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The Project consists of combination of residential development, public and private parks, and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher (“Gnatcatcher”); and

**WHEREAS**, an Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation; and

**WHEREAS**, on July 10, 2019, the City approved the Final “A” Map for Vesting Tentative Tract Map (“VTTM”) No.70420 (“A-Map”), which subdivided the Montebello Hills Specific Plan Project area into 78 large lots, finding it in substantial compliance with the approved VTTM No. 70420, applicable conditions of approval, and the Montebello Hills Specific Plan and the Montebello Municipal Code; and

**WHEREAS**, on November 10, 2021, the City approved the VTTM No. 82725, a “B” level subdivision map, subdividing 4 legal lots on portions of the Montebello Hills Specific Plan Project Area into 199 legal lots to allow the development of 851 residential condominium dwelling units, consisting of 551 attached residential dwelling units and 300 detached single-family residential dwelling units, and related amenities (“B-Map - Phase B1 Final Map”). The subject site is located within Planning Areas 3, 4, and 5 as established in the Montebello Hills Specific Plan and the A-Map, which consisted of generally undisturbed vacant land within the City of Montebello; and

**WHEREAS**, on May 24, 2023, City Council approved the B-Map – Phase B1 Final Tract Map No. 82725 for a portion of VTTM 82725 for the development of 300 detached single family residential dwelling units and 551 residential dwelling condominium units for Phase “B” of the Montebello Hills Specific Plan Project.; and

**WHEREAS**, the City Engineer has reviewed Final Tract Map No. 82726 finding it to be in substantial compliance with the previously approved VTTM No. 82725, the

## RESOLUTION NO. 25-10

Page 2 of 3

Montebello Hills Specific Plan, all applicable conditions of approval have been substantially satisfied; and

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

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

**SECTION 1:** The above recitals are true and correct and incorporate them herein as part of the findings.

**SECTION 2:** The City Council hereby finds that the approval of Final Tract Map No. 82726 is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b).

**SECTION 3:** The City Council hereby finds that Final Tract Map No. 82726 is consistent with the Montebello City General Plan, the California Subdivision Map Act (California Government Code Section 66410, *et seq.*), and is in substantial compliance with the previously approved Vested Tentative Tract Map No. 82725.

**SECTION 4:** Final Map No. 82726 is hereby approved, and the City Clerk, City Treasurer, and City Engineer are authorized to execute the certificate on the Final Map showing the City's approval.

**SECTION 5:** If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and shall continue in full force and effect.

**SECTION 6:** The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

*[Signatures on the following page.]*

**RESOLUTION NO. 25-10**

Page 3 of 3

**APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY 2025.**

\_\_\_\_\_  
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    )  
CITY OF MONTEBELLO         )    SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-10 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 12<sup>th</sup> day of February 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



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

FOR SUBDIVISION AND CONDOMINIUM PURPOSES

SHEET 1 OF 17 SHEETS

**TRACT NO. 82726**

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF  
MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

**CONDOMINIUM NOTE:**

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT WITH 437 UNITS, ON LOTS 1 THROUGH 72, INCLUSIVE, WHEREBY THE OWNERS OF THE UNITS OF AIRSPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS OF LOTS (45-52, 55-57, 59, 64-72) WHICH, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE ALSO DEDICATE TO THE CITY OF MONTEBELLO THE FOLLOWING EASEMENTS:

1. THE EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES, AS SHOWN ON THIS MAP.
2. THE EASEMENT FOR SANITARY SEWER MAINTENANCE AND ACCESS PURPOSES AS SHOWN ON THIS MAP.
3. THE EASEMENT FOR STORM DRAIN MAINTENANCE AND ACCESS PURPOSES AS SHOWN ON THIS MAP.

**METRO HEIGHTS MONTEBELLO, LLC,**

A DELAWARE LIMITED LIABILITY COMPANY

BY:

BY:

NAME: BRADLEY HARE  
TITLE: DIVISION PRESIDENT

NAME: PETER KIM  
TITLE: VICE PRESIDENT

**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED  
TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE  
STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

MY PRINCIPAL PLACE OF BUSINESS IS IN

SIGNATURE \_\_\_\_\_ COUNTY.

(NAME PRINTED)

MY COMMISSION NO.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED  
TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE  
STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

MY PRINCIPAL PLACE OF BUSINESS IS IN

SIGNATURE \_\_\_\_\_ COUNTY.

(NAME PRINTED)

MY COMMISSION NO.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_**BENEFICIARY UNDER DEED OF TRUST**

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY UNDER DEED OF TRUST  
RECORDED MARCH 31, 2021 AS INSTRUMENT NO. 20210503154, OF OFFICIAL RECORDS.

BY:

NAME: STEVEN D. STREHLOW  
TITLE: SENIOR CONSTRUCTION RISK MANAGER

**NOTARY ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED  
TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE  
STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

MY PRINCIPAL PLACE OF BUSINESS IS IN

SIGNATURE \_\_\_\_\_ COUNTY.

(NAME PRINTED)

MY COMMISSION NO.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_**SIGNATURE OMISSIONS:**

SEE SHEET 2

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF METRO HEIGHTS MONTEBELLO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN NOVEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE SUCH POSITIONS WITHIN TWELVE MONTHS FROM THE COMPLETION OF IMPROVEMENTS.

*Richard A. Tetreault*  
RICHARD A. TETREAU  
P.L.S. 7418  
EXP: 12/31/2025

10/31/24  
DATE

**CITY ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a), (1), (2) AND (3) HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

*David B. Ragland*  
DAVID B. RAGLAND, L.S. NO. 5173  
ON BEHALF OF THE CITY ENGINEER  
EXP: 06/30/2025

11/14/24  
DATE

**CITY CLERK CERTIFICATE**

I CHRISTOPHER JIMENEZ, CITY CLERK OF THE CITY OF MONTEBELLO, DO HEREBY CERTIFY THAT THAT THIS MAP WAS PRESENTED FOR APPROVAL TO AT REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AND THAT THEREUPON SAID CITY COUNCIL DID BY ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC THE FOLLOWING EASEMENTS AS SHOWN ON THIS MAP:

AND DID ALSO ACCEPT THE FOLLOWING EASEMENTS:

1. THE EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES AS DEDICATED.
2. THE EASEMENT FOR STORM DRAIN PURPOSES AS DEDICATED.
3. THE EASEMENT FOR SANITARY SEWER PURPOSES AS DEDICATED.

CHRISTOPHER JIMENEZ  
CITY CLERK - CITY OF MONTEBELLO

DATE:

**CITY TREASURERS CERTIFICATE**

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEBELLO TO WHICH THE LAND INCLUDED WITHIN THIS SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DAVID MATANGA  
CITY TREASURER - CITY OF MONTEBELLO

DATE:

**LOS ANGELES COUNTY CERTIFICATIONS AND SEALS**

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT 82726 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DEPUTY



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 2 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF  
MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

## SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-vii)(B)&(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

METRO HEIGHTS MONTEBELLO, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SENTINEL PEAK RESOURCES CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY PARTIES TO A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ENVIRONMENTAL MATTERS, AND EASEMENTS, RECORDED DECEMBER 11, 2020 AS INSTRUMENT NO. 20201631588, AND RECORDED MARCH 26, 2021 AS INSTRUMENT NO. 20210483789 AND 20210483790, ALL OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 18, 2021 AS INSTRUMENT NO. 20210792882 OF OFFICIAL RECORDS.  
(EASEMENT IS BLANKET IN NATURE OVER LOTS 17, 19, 21, 22, 24, 61 AND 65 OF TRACT NO. 70420 M.B. 1417/58-86).

PACIFIC BELL TELEPHONE COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 24, 2021 AS INSTRUMENT NO. 20210991667 OF OFFICIAL RECORDS.  
(EASEMENT IS BLANKET IN NATURE OVER LOTS 17, 19, 21, 22, 24, 61 AND 65 OF TRACT NO. 70420 M.B. 1417/58-86).

J.M. KENT, HOLDER OF A OIL AND GAS LEASE, RECORDED NOVEMBER 9, 1915 IN BOOK 106, PAGE 39 OF LEASES.  
\*NO LETTER HAS BEEN SENT DUE TO THE SIGNATURES ARE IMPOSSIBLE OR IMPRACTICAL TO OBTAIN.

## SOILS REPORT NOTE:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A SOILS REPORT COVERING THE AREA WITHIN THE SUBDIVISION WAS PREPARED BY NMG GEOTECHNICAL, INC. (PROJECT NO. 03039-14) DATED, MAY 12, 2022, A COPY OF THE SOILS REPORT IS ON FILE WITH THE CITY.

## BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83), BASED LOCALLY BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "WNRA" AND "GVR5", BEING "N 84°33'56" W" (BASIS OF BEARINGS) (GRID) AND REPRESENTED HEREON BY THE NEW CENTERLINE OF SAN GABRIEL BOULEVARD BEING "N 41°55'46" W", ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

## DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE GRID VALUES (UNLESS OTHERWISE NOTED) AND ARE BASED ON THE NAD83, CCS83, ZONE 5, (2017.50 EPOCH) AS DERIVED FROM GEODETIC VALUES PUBLISHED AND COMPUTED BY THE SCRIPPS ORBIT & PERMANENT ARRAY CENTER (SOPAC) AND/OR CALIFORNIA SPATIAL REFERENCE SYSTEM (CSRS), RESPECTIVELY ON 11/11/2017.

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.  
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.999982064, DERIVED LOCALLY AT THE MID-POINT OF THE BASIS OF BEARINGS  
(BEING THE MEAN COMBINATION FACTOR OF CSRS STATIONS "WNRA" & "GVR5").

FOR THE PURPOSES OF THIS SURVEY THIS VALUE IS ACCEPTED AS THE "PROJECT SPECIFIC" COMBINATION FACTOR AND THE MID-POINT OF THE BASIS OF BEARINGS IS THE "PROJECT SPECIFIC" SCALE POINT.

TIED TO THE NEW CENTERLINE OF SAN GABRIEL BOULEVARD, AS SHOWN HEREON.

## MONUMENT NOTES:

- ▲ INDICATES FOUND HORIZONTAL CONTROL STATION AS NOTED HEREON PER SOPAC PUBLISHED CONTROL.
- ① CSRS STATION "WNRA"  
N 1838121.906 E 6543718.405 (2017.50 EPOCH) GROUND
- ② CSRS STATION "GVR5"  
N 1839667.603 E 6527471.056 (2017.50 EPOCH) GROUND
- INDICATES FOUND MONUMENT AS NOTED, FLUSH UNLESS OTHERWISE NOTED.
- INDICATES MONUMENT TO BE SET PER NOTED REFERENCE.
- ③ FD. L&T TAGGED "LA CO DPW", FLUSH ON MEDIAN CURB, PER PWFB 1226/714B, ACCEPTED AS P.I. PER TRACT NO. 70420, M.B. 1417/58-86.
- ④ FD. 2" BRASS CAP STAMPED "LA CO ROAD DEPT 1982", IN HAND HOLE PER RDDB 1226/242C, DN 0.65', ACCEPTED AS POINT OF INT. w/TAN PER TRACT NO. 70420, M.B. 1417/58-86.
- ⑤ INDICATES 2" I.P. TAGGED "LS. 7418", SPIKE AND WASHER, STAMPED, "LS 7814", OR LEAD, TACK & TAG "LS 7418", TO BE SET PER TRACT NO. 70420, M.B. 1417/58-86.
- ⑥ INDICATES 1" I.P. TAGGED "LS. 7418", SPIKE AND WASHER, STAMPED, "LS 7814", OR LEAD, TACK & TAG "LS 7418", TO BE SET PER TRACT NO. 70420, M.B. 1417/58-86.

NOTE: BOUNDARY TO BE MONUMENTED BY TRACT NO. 70420 (NO MONUMENT SYMBOLS SHOWN HEREON).

1" I.P. TAGGED "LS 7418" OR LEAD, TACK & TAG "LS 7418" OR SPIKE & WASHER STAMPED "LS 7418" TO BE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.

1" I.P. TAGGED "LS 7418", SPIKE & WASHER STAMPED, "LS 7418", OR LEAD, TACK & TAG "LS 7418" TO BE SET AT ALL CENTERLINE POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

TIE NOTES WILL BE FURNISHED TO THE CITY ENGINEER/CITY SURVEYOR FOR ALL SET CENTERLINE MONUMENTS.

ALL MONUMENTS TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

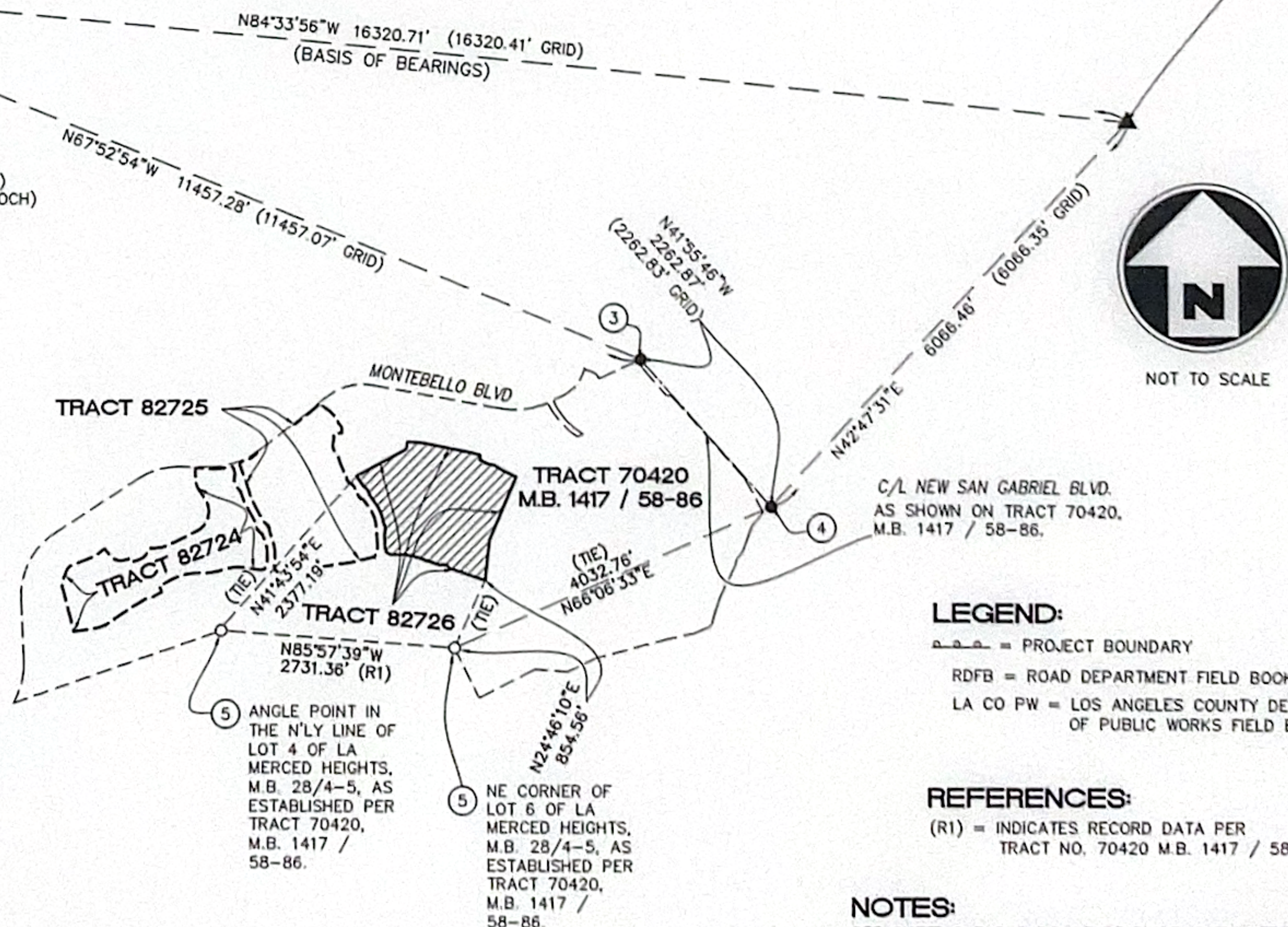
## BENCHMARK:

LACDPW BENCHMARK "Y-11800"  
NORTH LATITUDE = 34°02'01.63540"  
WEST LONGITUDE = 118°04'33.75450"  
CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPCS)  
ZONE 5, NORTH AMERICAN DATUM 1983, (2017.50 EPOCH)  
GRID NORTHING = 1834686.850 U.S. SURVEY FEET  
GRID EASTING = 6538627.262 U.S. SURVEY FEET  
ELEVATION (NAVD88) = 230.968 U.S. SURVEY FEET  
COMBINED FACTOR = 0.9999943318  
CONVERGENCE ANGLE = -0°02'36"

① CSRS CORN STATION "WNRA"  
NORTH LATITUDE = 34°02'35.650003"  
WEST LONGITUDE = 118°03'33.287289"  
CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPCS)  
ZONE 5, NORTH AMERICAN DATUM 1983, (2017.50 EPOCH)  
GRID NORTHING = 1838121.920 U.S. SURVEY FEET  
GRID EASTING = 6543718.259 U.S. SURVEY FEET  
ELEVATION (NAVD88) = 247.99 U.S. SURVEY FEET  
COMBINED FACTOR = 0.9999914692  
CONVERGENCE ANGLE = -0°02'02"

② CSRS CORN STATION "GVR5"  
NORTH LATITUDE = 34°02'50.802592"  
WEST LONGITUDE = 118°06'46.377316"  
CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPCS)  
ZONE 5, NORTH AMERICAN DATUM 1983, (2017.50 EPOCH)  
GRID NORTHING = 1839667.588 U.S. SURVEY FEET  
GRID EASTING = 6527471.202 U.S. SURVEY FEET  
ELEVATION (NAVD88) = 623.58 U.S. SURVEY FEET  
COMBINED FACTOR = 0.9999726581  
CONVERGENCE ANGLE = -0°03'52"

③ NORTH LATITUDE = 34°02'08.22864"  
WEST LONGITUDE = 118°04'40.202230"  
CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPCS)  
ZONE 5, NORTH AMERICAN DATUM 1983, (2017.50 EPOCH)  
GRID NORTHING = 1833755.363 U.S. SURVEY FEET  
GRID EASTING = 6539520.789 U.S. SURVEY FEET  
ELEVATION (NAVD88) = 239.77 U.S. SURVEY FEET  
COMBINED FACTOR = 0.9999935144  
CONVERGENCE ANGLE = -0°02'40"



## LEGEND:

--- = PROJECT BOUNDARY  
RDDB = ROAD DEPARTMENT FIELD BOOK  
LA CO PW = LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FIELD BOOK.

## REFERENCES:

(R1) = INDICATES RECORD DATA PER TRACT NO. 70420 M.B. 1417 / 58-86.

## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.  
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.



# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

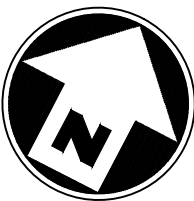
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

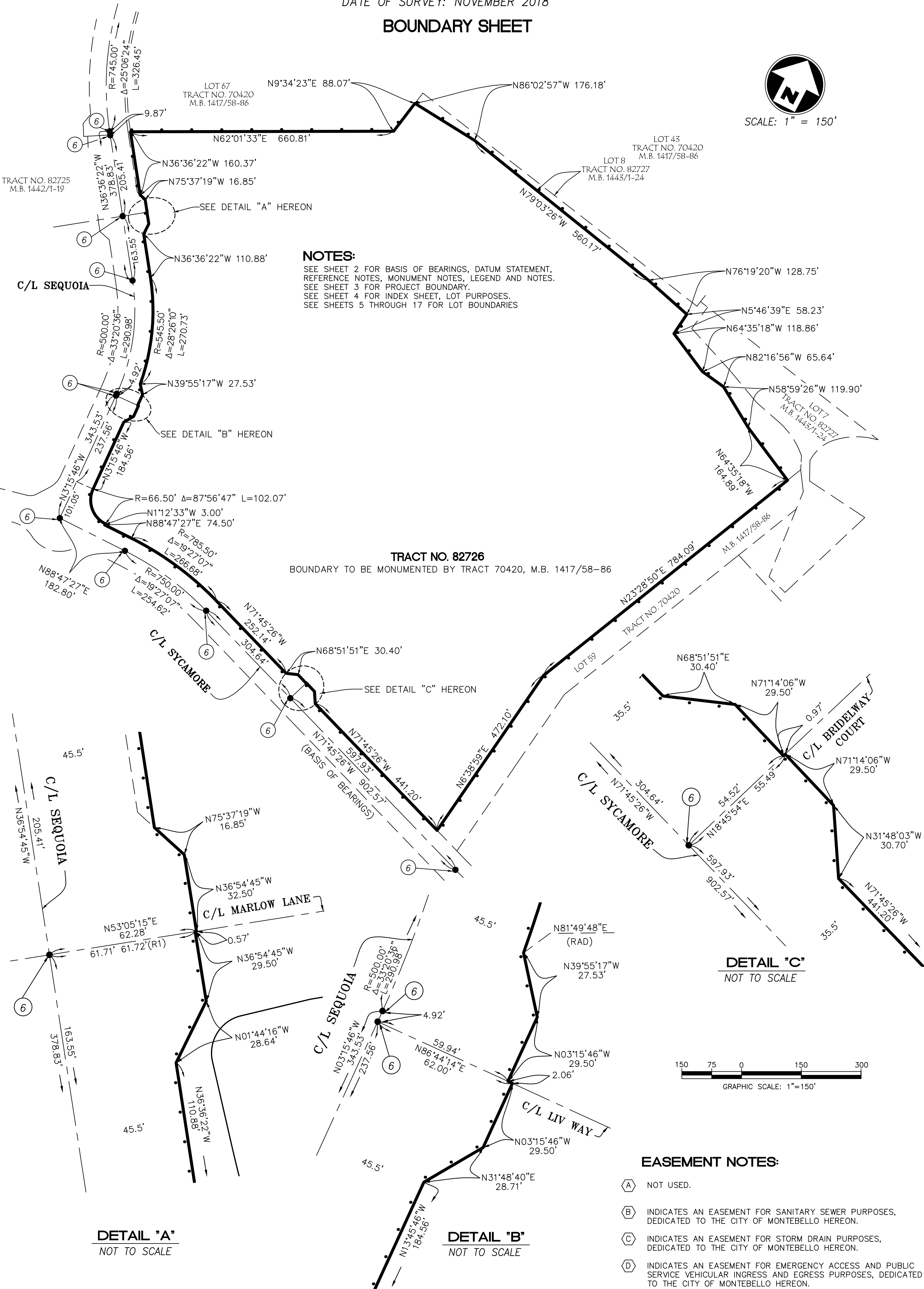
RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

## BOUNDARY SHEET



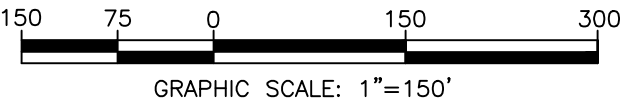
SCALE: 1" = 150'



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND NOTES.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

**TRACT NO. 82726**  
BOUNDARY TO BE MONUMENTED BY TRACT 70420, M.B. 1417/58-86

**DETAIL "C"**  
NOT TO SCALE



### EASEMENT NOTES:

- (A) NOT USED.
- (B) INDICATES AN EASEMENT FOR SANITARY SEWER PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.
- (C) INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.
- (D) INDICATES AN EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.



# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

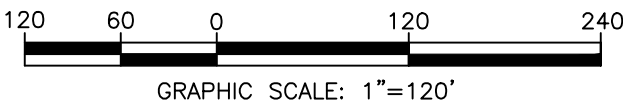
RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

## INDEX SHEET



SCALE: 1" = 120'



### SHEET INDEX

# INDICATES SHEET NUMBER

### LOT PURPOSE:

LOTS 1 THROUGH 44 ARE FOR RESIDENTIAL PURPOSES.  
LOTS 53 AND 60 ARE FOR PARK PURPOSES.  
LOTS 45 THROUGH 52, 55 THROUGH 57, AND 59 ARE FOR PRIVATE STREET PURPOSES.  
LOTS 54, 58, AND 61 THROUGH 63 ARE FOR LANDSCAPE PURPOSES.

### NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

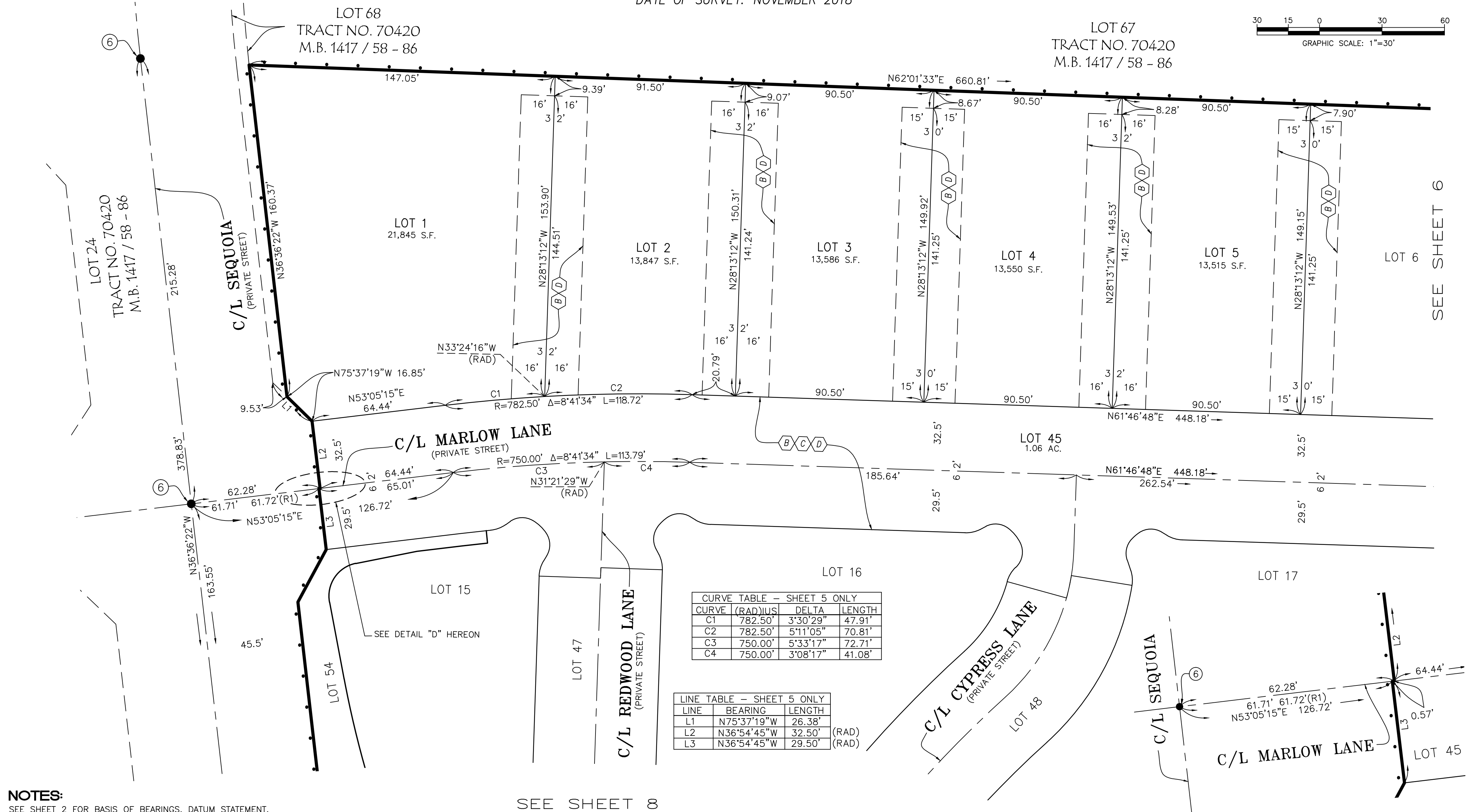
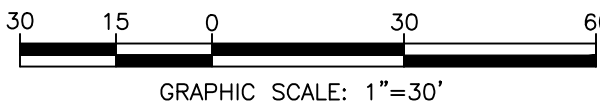
SHEET 5 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.  
WILSON MIKAMI CORPORATION RICHARD A. TETREALT P.L.S. 7418  
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



| CURVE TABLE - SHEET 5 ONLY |          |          |        |
|----------------------------|----------|----------|--------|
| CURVE                      | (RAD)IUS | DELTA    | LENGTH |
| C1                         | 782.50'  | 3°30'29" | 47.91' |
| C2                         | 782.50'  | 5°11'05" | 70.81' |
| C3                         | 750.00'  | 5°33'17" | 72.71' |
| C4                         | 750.00'  | 3°08'17" | 41.08' |

| LINE TABLE - SHEET 5 ONLY |             |              |
|---------------------------|-------------|--------------|
| LINE                      | BEARING     | LENGTH       |
| L1                        | N75°37'19"W | 26.38'       |
| L2                        | N36°54'45"W | 32.50' (RAD) |
| L3                        | N36°54'45"W | 29.50' (RAD) |

**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

SEE SHEET 8

**DETAIL 'D'**  
NOT TO SCALE



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 6 OF 17 SHEETS

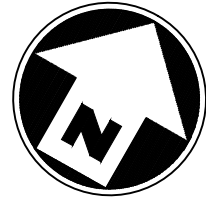
# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

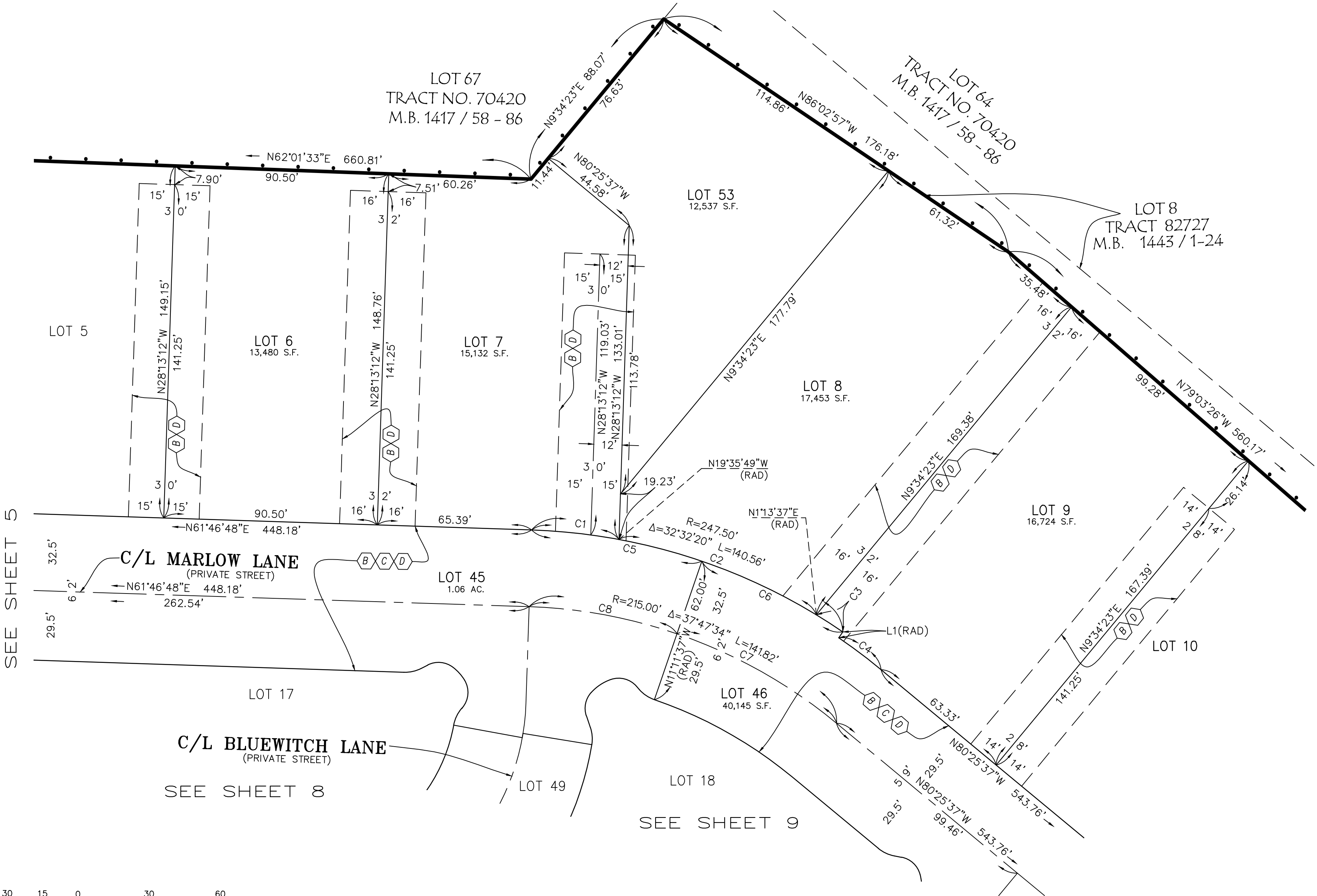
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

| CURVE TABLE — SHEET 6 ONLY |         |           |        |
|----------------------------|---------|-----------|--------|
| CURVE                      | RADIUS  | DELTA     | LENGTH |
| C1                         | 247.50' | 8°37'22"  | 37.25' |
| C2                         | 247.50' | 20°49'26" | 89.95' |
| C3                         | 247.50' | 3°05'31"  | 13.36' |
| C4                         | 244.50' | 5°15'15"  | 22.42' |
| C5                         | 247.50' | 17°01'34" | 73.55' |
| C6                         | 247.50' | 15°30'45" | 67.01' |
| C7                         | 215.00' | 20°46'00" | 77.93' |
| C8                         | 215.00' | 17°01'34" | 63.89' |

| LINE TABLE — SHEET 6 ONLY |            |        |
|---------------------------|------------|--------|
| LINE                      | BEARING    | LENGTH |
| L1                        | N4°19'08"E | 3.00'  |



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 7 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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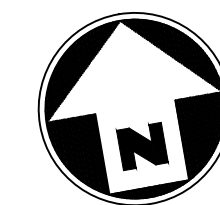
WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

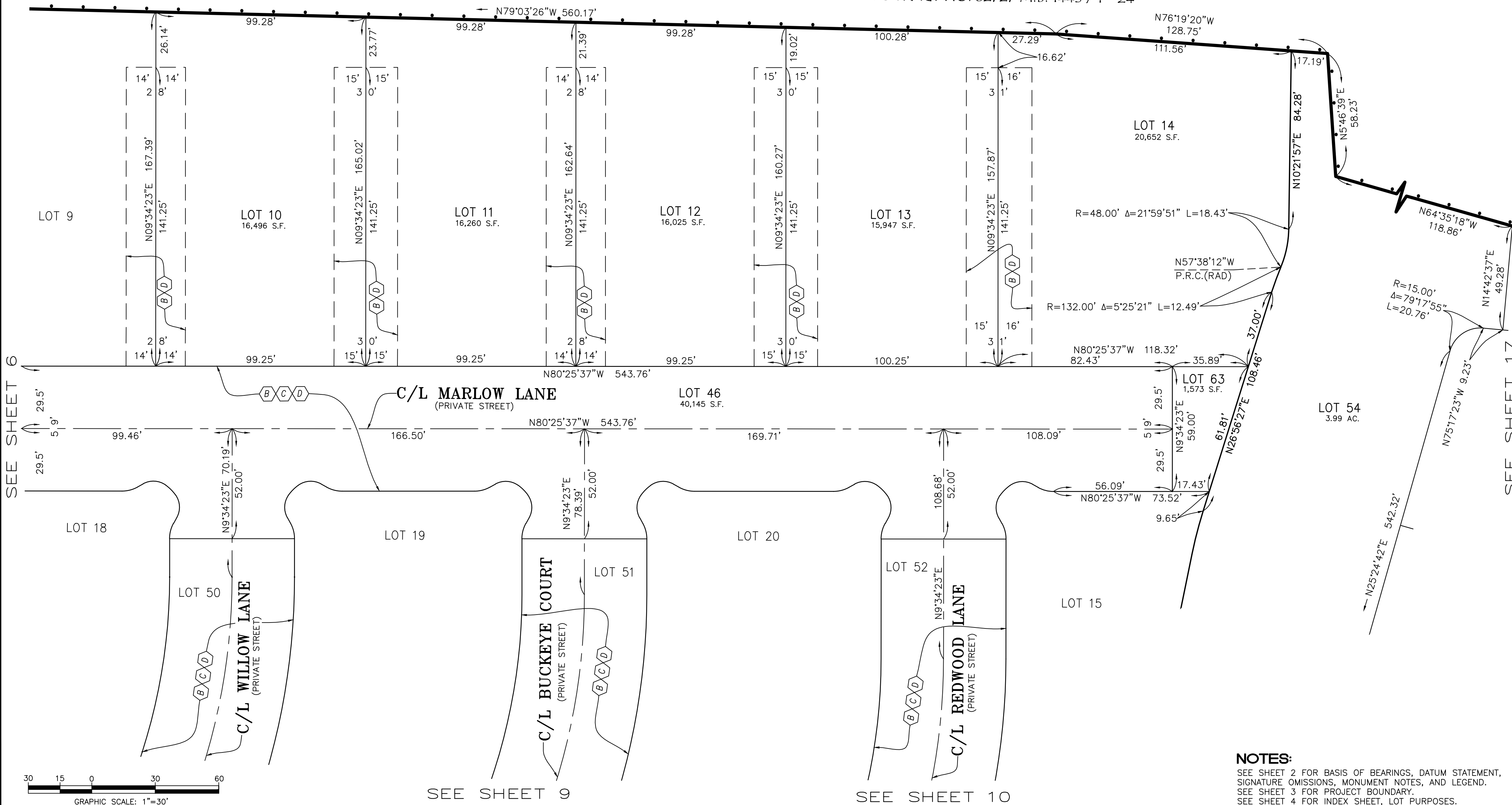
LOT 64 TRACT NO. 70420  
M.B. 1417 / 58 - 86

DATE OF SURVEY: NOVEMBER 2018

LOT 8 TRACT NO. 82727 M.B. 1443 / 1 - 24



SCALE: 1" = 30'



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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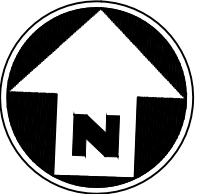
WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

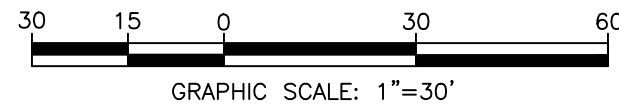
DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 6

SHEET 8 OF 17 SHEETS

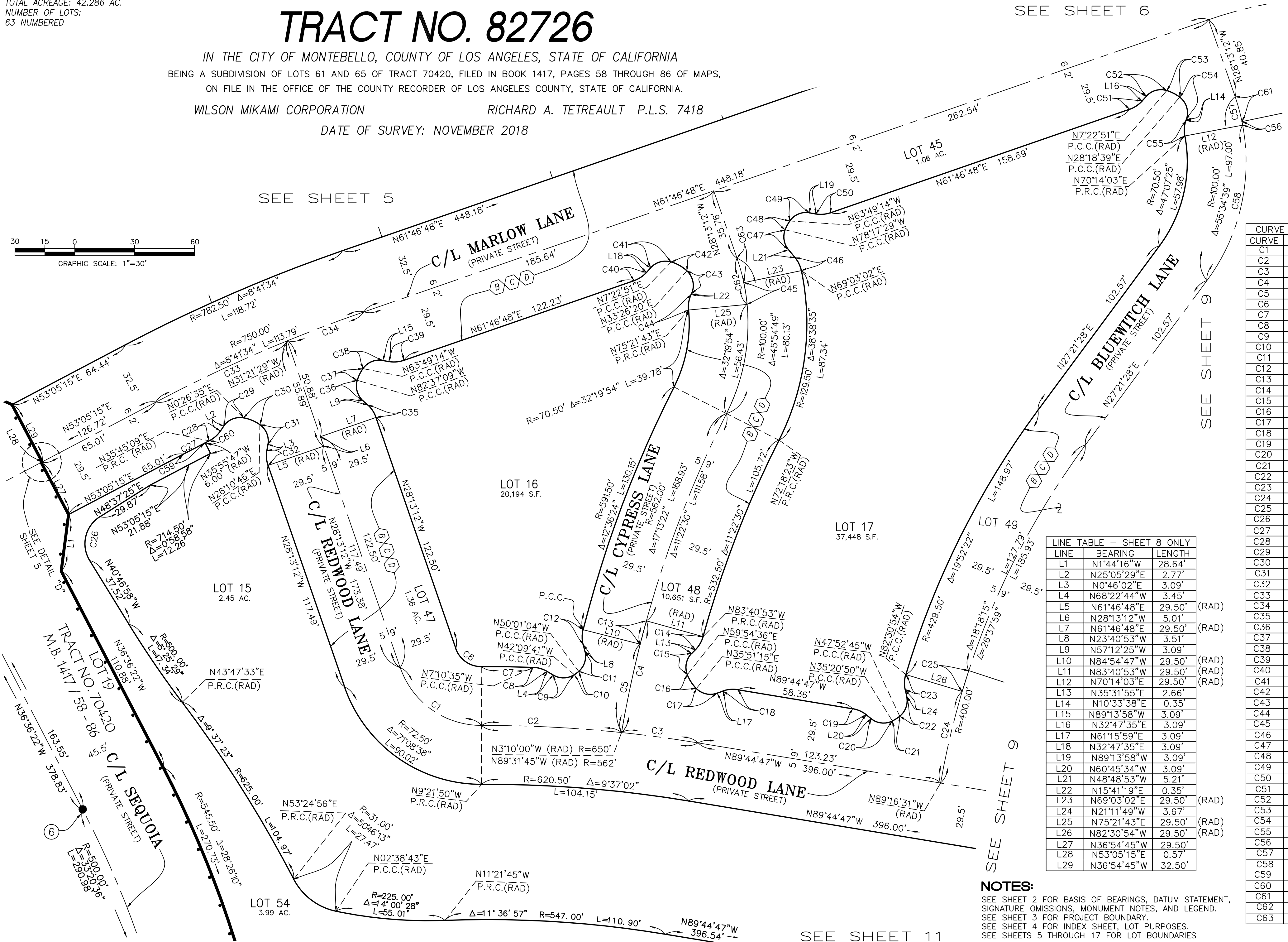


SCALE: 1" = 30'



GRAPHIC SCALE: 1"=30'

SEE SHEET 5



SEE SHEET 9

SEE SHEET 9

SEE SHEET 11

| LINE TABLE - SHEET 8 ONLY |             |        |
|---------------------------|-------------|--------|
| LINE                      | BEARING     | LENGTH |
| L1                        | N1°44'16"W  | 28.64' |
| L2                        | N25°05'29"E | 2.77'  |
| L3                        | N0°46'02"E  | 3.09'  |
| L4                        | N68°22'44"W | 3.45'  |
| L5                        | N61°46'48"E | 29.50' |
| L6                        | N28°13'12"W | 5.01'  |
| L7                        | N61°46'48"E | 29.50' |
| L8                        | N23°40'53"W | 3.51'  |
| L9                        | N57°12'25"W | 3.09'  |
| L10                       | N84°54'47"W | 29.50' |
| L11                       | N83°40'53"W | 29.50' |
| L12                       | N70°14'03"E | 29.50' |
| L13                       | N35°31'55"E | 2.66'  |
| L14                       | N10°33'38"E | 0.35'  |
| L15                       | N89°13'58"W | 3.09'  |
| L16                       | N32°47'35"E | 3.09'  |
| L17                       | N61°15'59"E | 3.09'  |
| L18                       | N32°47'35"E | 3.09'  |
| L19                       | N89°13'58"W | 3.09'  |
| L20                       | N60°45'34"W | 3.09'  |
| L21                       | N48°48'53"W | 5.21'  |
| L22                       | N15°41'19"E | 0.35'  |
| L23                       | N69°03'02"E | 29.50' |
| L24                       | N21°11'49"W | 3.67'  |
| L25                       | N75°21'43"E | 29.50' |
| L26                       | N82°30'54"W | 29.50' |
| L27                       | N36°54'45"W | 29.50' |
| L28                       | N53°05'15"E | 0.57'  |
| L29                       | N36°54'45"W | 32.50' |

| CURVE TABLE - SHEET 8 ONLY |         |           |        |
|----------------------------|---------|-----------|--------|
| CURVE                      | RADIUS  | DELTA     | LENGTH |
| C1                         | 43.00'  | 71°08'38" | 53.39' |
| C2                         | 650.00' | 6°11'50"  | 70.30' |
| C3                         | 650.00' | 3°25'12"  | 38.80' |
| C4                         | 562.00' | 5°50'51"  | 57.36' |
| C5                         | 562.00' | 4°36'58"  | 45.28' |
| C6                         | 13.50'  | 71°08'38" | 16.76' |
| C7                         | 679.50' | 2°11'15"  | 25.94' |
| C8                         | 15.00'  | 28°47'51" | 7.54'  |
| C9                         | 10.00'  | 63°46'58" | 11.13' |
| C10                        | 20.00'  | 7°51'23"  | 2.74'  |
| C11                        | 10.00'  | 63°39'49" | 11.11' |
| C12                        | 15.00'  | 28°46'06" | 7.53'  |
| C13                        | 562.00' | 1°13'54"  | 12.08' |
| C14                        | 15.00'  | 29°12'48" | 7.65'  |
| C15                        | 10.00'  | 65°37'20" | 11.45' |
| C16                        | 20.00'  | 24°03'21" | 8.40'  |
| C17                        | 10.00'  | 64°35'16" | 11.27' |
| C18                        | 15.00'  | 28°59'13" | 7.59'  |
| C19                        | 15.00'  | 28°59'13" | 7.59'  |
| C20                        | 10.00'  | 64°35'16" | 11.27' |
| C21                        | 20.00'  | 12°31'55" | 4.37'  |
| C22                        | 10.00'  | 63°19'05" | 11.05' |
| C23                        | 15.00'  | 28°40'54" | 7.51'  |
| C24                        | 400.00' | 6°45'37"  | 47.20' |
| C25                        | 400.00' | 1°34'07"  | 10.95' |
| C26                        | 16.00'  | 89°24'23" | 24.97' |
| C27                        | 720.50' | 1°09'36"  | 14.59' |
| C28                        | 15.00'  | 29°09'22" | 7.63'  |
| C29                        | 10.00'  | 65°21'06" | 11.41' |
| C30                        | 20.00'  | 25°44'11" | 8.98'  |
| C31                        | 10.00'  | 64°35'16" | 11.27' |
| C32                        | 15.00'  | 28°59'13" | 7.59'  |
| C33                        | 750.00' | 5°33'17"  | 72.71' |
| C34                        | 750.00' | 3°08'17"  | 41.08' |
| C35                        | 15.00'  | 28°59'13" | 7.59'  |
| C36                        | 10.00'  | 64°35'16" | 11.27' |
| C37                        | 20.00'  | 18°47'55" | 6.56'  |
| C38                        | 10.00'  | 64°35'16" | 11.27' |
| C39                        | 15.00'  | 28°59'13" | 7.59'  |
| C40                        | 15.00'  | 28°59'13" | 7.59'  |
| C41                        | 10.00'  | 64°35'16" | 11.27' |
| C42                        | 20.00'  | 26°03'29" | 9.10'  |
| C43                        | 10.00'  | 72°14'59" | 12.61' |
| C44                        | 15.00'  | 30°19'35" | 7.94'  |
| C45                        | 100.00' | 6°18'41"  | 11.02' |
| C46                        | 15.00'  | 27°51'55" | 7.30'  |
| C47                        | 10.00'  | 60°31'24" | 10.56' |
| C48                        | 20.00'  | 14°28'15" | 5.05'  |
| C49                        | 10.00'  | 64°35'16" | 11.27' |
| C50                        | 15.00'  | 28°59'13" | 7.59'  |
| C51                        | 15.00'  | 28°59'13" | 7.59'  |
| C52                        | 10.00'  | 64°35'16" | 11.27' |
| C53                        | 20.00'  | 20°55'49" | 7.31'  |
| C54                        | 10.00'  | 72°14'59" | 12.61' |
| C55                        | 15.00'  | 30°19'35" | 7.94'  |
| C56                        | 100.00' | 1°03'07"  | 1.84'  |
| C57                        | 100.00' | 8°27'14"  | 14.76' |
| C58                        | 100.00' | 47°07'25" | 82.25' |
| C59                        | 720.50' | 00°58'58" | 12.36' |
| C60                        | 720.50' | 00°10'38" | 2.23'  |
| C61                        | 100.00' | 7°24'07"  | 12.92' |
| C62                        | 100.00' | 13°34'55" | 23.70' |
| C63                        | 100.00' | 7°16'14"  | 12.69' |

## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 9 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAUULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

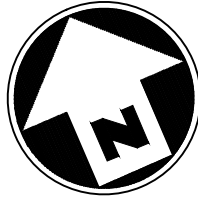
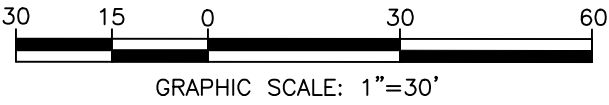
## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

| CURVE TABLE - SHEET 9 ONLY |         |           |        |
|----------------------------|---------|-----------|--------|
| CURVE                      | RADIUS  | DELTA     | LENGTH |
| C1                         | 400.00' | 8°19'44"  | 58.15' |
| C2                         | 100.00' | 7°24'07"  | 12.92' |
| C3                         | 100.00' | 47°07'25" | 82.25' |
| C4                         | 15.00'  | 27°51'55" | 7.30'  |
| C5                         | 100.00' | 48°10'32" | 84.08' |
| C6                         | 10.00'  | 60°31'24" | 10.56' |
| C7                         | 20.00'  | 29°00'05" | 10.12' |
| C8                         | 10.00'  | 67°33'29" | 11.79' |
| C9                         |         | NOT USED  |        |
| C10                        | 15.00'  | 29°35'36" | 7.75'  |
| C11                        | 15.00'  | 28°59'13" | 7.59'  |
| C12                        | 300.00' | 13°16'49" | 69.53' |
| C13                        | 10.00'  | 64°35'16" | 11.27' |
| C14                        | 20.00'  | 18°47'55" | 6.56'  |
| C15                        | 10.00'  | 64°35'16" | 11.27' |
| C16                        | 300.00' | 8°20'03"  | 43.64' |
| C17                        | 15.00'  | 28°59'13" | 7.59'  |
| C18                        | 15.00'  | 28°59'13" | 7.59'  |
| C19                        | 300.00' | 16°07'25" | 84.42' |
| C20                        | 10.00'  | 64°35'16" | 11.27' |
| C21                        | 20.00'  | 18°47'55" | 6.56'  |
| C22                        | 10.00'  | 64°35'16" | 11.27' |
| C23                        | 300.00' | 11°23'10" | 59.62' |
| C24                        | 15.00'  | 28°59'13" | 7.59'  |
| C25                        | 15.00'  | 28°59'13" | 7.59'  |
| C26                        | 300.00' | 18°38'24" | 97.60' |
| C27                        | 10.00'  | 64°35'16" | 11.27' |
| C28                        | 20.00'  | 18°47'55" | 6.56'  |
| C29                        | 10.00'  | 64°35'16" | 11.27' |
| C30                        | 300.00' | 8°52'11"  | 46.44' |
| C31                        | 15.00'  | 28°59'13" | 7.59'  |

| LINE TABLE - SHEET 9 ONLY |             |        |
|---------------------------|-------------|--------|
| LINE                      | BEARING     | LENGTH |
| L1                        | N11°11'37"W | 62.00' |
| L2                        | N69°10'56"E | 29.50' |
| L3                        | N48°40'59"W | 5.21'  |
| L4                        | N71°36'01"W | 1.91'  |
| L5                        | N70°35'09"E | 3.09'  |
| L6                        | N38°33'36"E | 3.09'  |
| L7                        | N80°25'37"W | 59.00' |
| L8                        | N19°24'51"W | 3.09'  |
| L9                        | N51°26'24"W | 3.09'  |
| L10                       | N70°35'09"E | 3.09'  |
| L11                       | N38°33'36"E | 3.09'  |
| L12                       | N14°30'24"W | 3.86'  |
| L13                       | N60°15'10"W | 3.20'  |
| L14                       | N61°15'59"E | 3.09'  |
| L15                       | N40°39'04"E | 2.26'  |
| L16                       | N78°45'57"W | 29.50' |
| L17                       | N81°16'56"W | 29.50' |
| L18                       | N20°00'40"W | 3.78'  |
| L19                       | N60°45'34"W | 3.09'  |
| L20                       | N61°15'59"E | 3.09'  |
| L21                       | N38°21'39"E | 2.48'  |
| L22                       | N80°56'47"W | 29.50' |
| L23                       | N75°55'21"W | 29.50' |

| CURVE TABLE CONTINUED - SHEET 9 ONLY |          |           |         |
|--------------------------------------|----------|-----------|---------|
| CURVE                                | RADIUS   | DELTA     | LENGTH  |
| C32                                  | 400.00'  | 19°52'22" | 138.74' |
| C33                                  | 15.00'   | 28°35'03" | 7.48'   |
| C34                                  | 400.00'  | 6°45'37"  | 47.20'  |
| C35                                  | 10.00'   | 62°56'15" | 10.98'  |
| C36                                  | 20.00'   | 6°57'36"  | 2.43'   |
| C37                                  | 10.00'   | 64°21'22" | 11.23'  |
| C38                                  | 15.00'   | 29°18'26" | 7.67'   |
| C39                                  | 15.00'   | 28°56'02" | 7.57'   |
| C40                                  | 2369.50' | 0°33'35"  | 23.15'  |
| C41                                  | 15.00'   | 28°59'13" | 7.59'   |
| C42                                  | 10.00'   | 66°04'31" | 11.53'  |
| C43                                  | 10.00'   | 64°35'16" | 11.27'  |
| C44                                  | 20.00'   | 28°10'16" | 9.83'   |
| C45                                  | 10.00'   | 66°37'33" | 11.63'  |
| C46                                  | 20.00'   | 26°25'53" | 9.23'   |
| C47                                  | 15.00'   | 29°25'00" | 7.70'   |
| C48                                  | 300.00'  | 2°30'59"  | 13.18'  |
| C49                                  | 15.00'   | 28°43'44" | 7.52'   |
| C50                                  | 10.00'   | 64°35'16" | 11.27'  |
| C51                                  | 10.00'   | 63°03'04" | 11.00'  |
| C52                                  | 20.00'   | 11°36'46" | 4.05'   |
| C53                                  | 10.00'   | 64°35'16" | 11.27'  |
| C54                                  | 15.00'   | 28°59'13" | 7.59'   |
| C55                                  | 15.00'   | 28°59'13" | 7.59'   |
| C56                                  | 100.00'  | 1°03'07"  | 1.84'   |
| C57                                  | 400.00'  | 1°34'07"  | 10.95'  |



SCALE: 1" = 30'

SEE SHEET 10

SEE SHEET 7

SEE SHEET 6

SEE SHEET 12

TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 10 OF 17 SHEETS

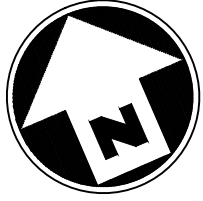
# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

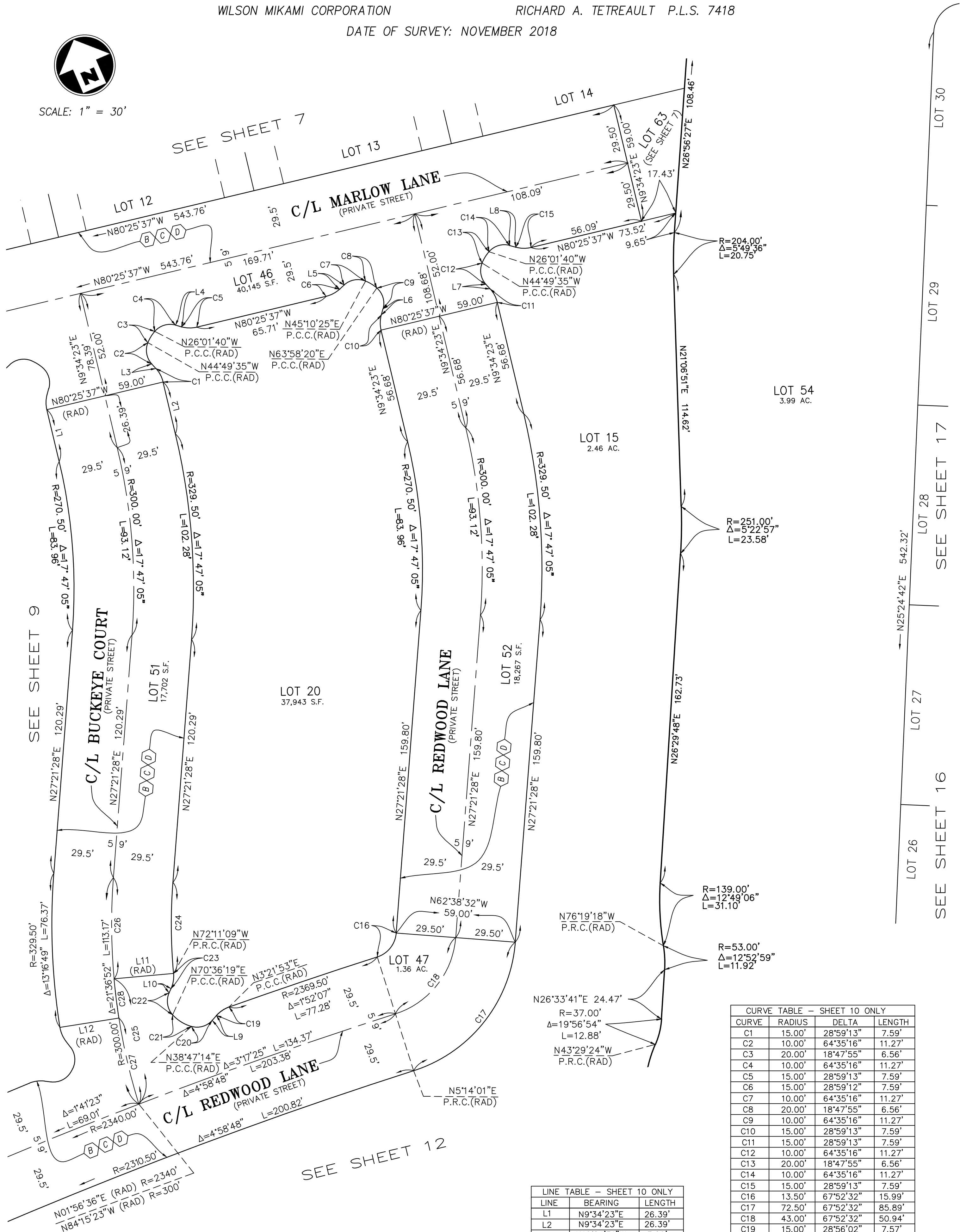
WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



SEE SHEET 9

SEE SHEET 7

SEE SHEET 12

SEE SHEET 17

SEE SHEET 16

## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES



| LINE TABLE - SHEET 10 ONLY |             |              |
|----------------------------|-------------|--------------|
| LINE                       | BEARING     | LENGTH       |
| L1                         | N9°34'23"E  | 26.39'       |
| L2                         | N9°34'23"E  | 26.39'       |
| L3                         | N19°24'51"W | 3.09'        |
| L4                         | N51°26'24"W | 3.09'        |
| L5                         | N70°35'09"E | 3.09'        |
| L6                         | N38°33'36"E | 3.09'        |
| L7                         | N19°24'51"W | 3.09'        |
| L8                         | N51°26'24"W | 3.09'        |
| L9                         | N64°25'52"E | 3.20'        |
| L10                        | N47°13'52"E | 2.26'        |
| L11                        | N72°11'09"W | 29.50' (RAD) |
| L12                        | N75°55'21"W | 29.50' (RAD) |

| CURVE TABLE - SHEET 10 ONLY |         |           |        |
|-----------------------------|---------|-----------|--------|
| CURVE                       | RADIUS  | DELTA     | LENGTH |
| C1                          | 15.00'  | 28°59'13" | 7.59'  |
| C2                          | 10.00'  | 64°35'16" | 11.27' |
| C3                          | 20.00'  | 18°47'55" | 6.56'  |
| C4                          | 10.00'  | 64°35'16" | 11.27' |
| C5                          | 15.00'  | 28°59'13" | 7.59'  |
| C6                          | 15.00'  | 28°59'12" | 7.59'  |
| C7                          | 10.00'  | 64°35'16" | 11.27' |
| C8                          | 20.00'  | 18°47'55" | 6.56'  |
| C9                          | 10.00'  | 64°35'16" | 11.27' |
| C10                         | 15.00'  | 28°59'13" | 7.59'  |
| C11                         | 15.00'  | 28°59'13" | 7.59'  |
| C12                         | 10.00'  | 64°35'16" | 11.27' |
| C13                         | 20.00'  | 18°47'55" | 6.56'  |
| C14                         | 10.00'  | 64°35'16" | 11.27' |
| C15                         | 15.00'  | 28°59'13" | 7.59'  |
| C16                         | 13.50'  | 67°52'32" | 15.99' |
| C17                         | 72.50'  | 67°52'32" | 85.89' |
| C18                         | 43.00'  | 67°52'32" | 50.94' |
| C19                         | 15.00'  | 28°56'02" | 7.57'  |
| C20                         | 10.00'  | 64°21'22" | 11.23' |
| C21                         | 20.00'  | 31°49'05" | 11.11' |
| C22                         | 10.00'  | 66°37'33" | 11.63' |
| C23                         | 15.00'  | 29°25'01" | 7.70'  |
| C24                         | 270.50' | 9°32'37"  | 45.06' |
| C25                         | 300.00' | 12°04'15" | 63.20' |
| C26                         | 300.00' | 9°32'37"  | 49.97' |
| C27                         | 300.00' | 8°20'03"  | 43.64' |
| C28                         | 300.00' | 3°44'12"  | 19.56' |



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

TRACT NO. 82726

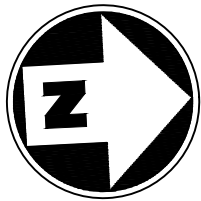
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

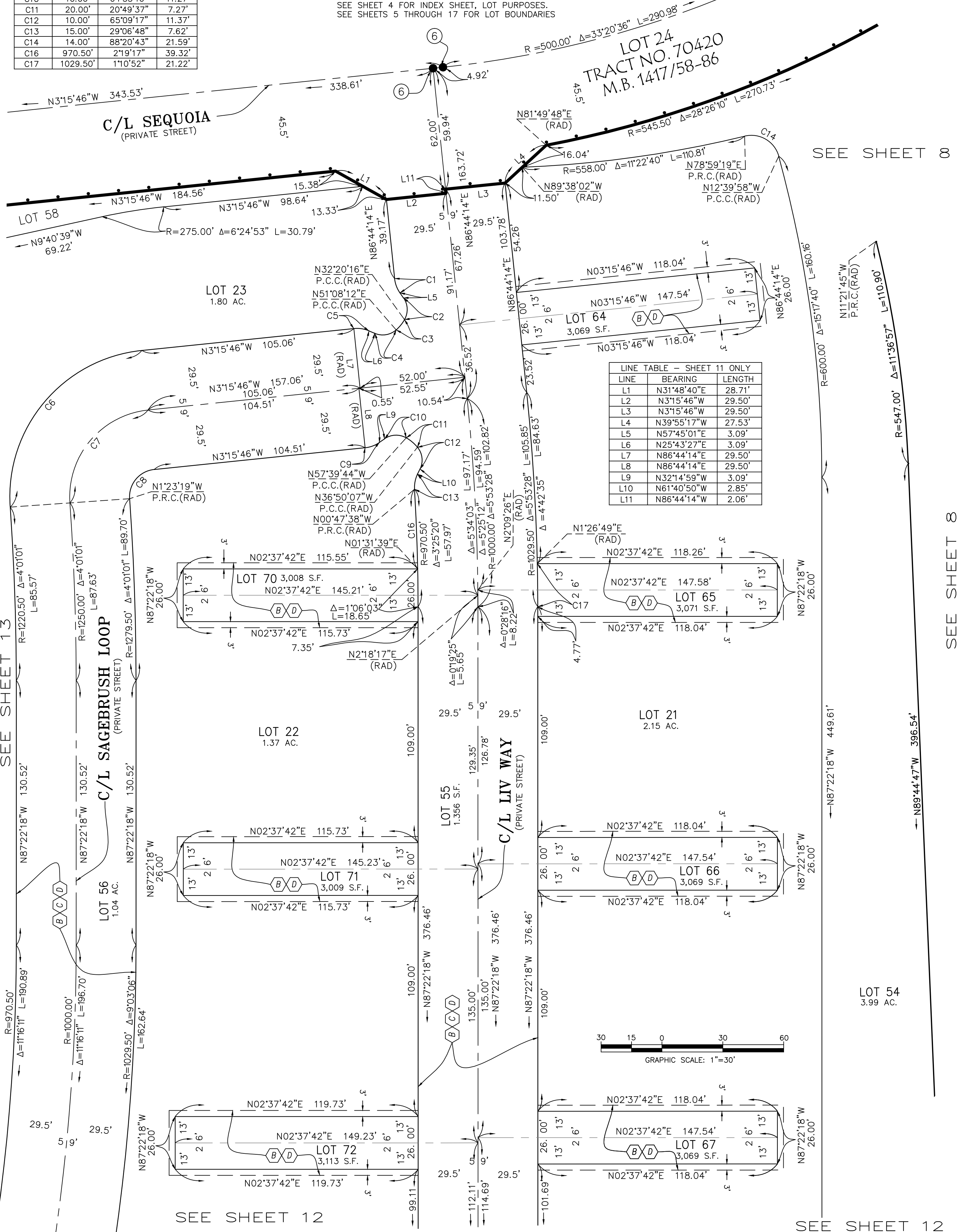


SCALE: 1" = 30'

| CURVE TABLE - SHEET 11 ONLY |          |           |         |
|-----------------------------|----------|-----------|---------|
| CURVE                       | RADIUS   | DELTA     | LENGTH  |
| C1                          | 15.00'   | 28°59'13" | 7.59'   |
| C2                          | 10.00'   | 64°35'16" | 11.27'  |
| C3                          | 20.00'   | 18°47'55" | 6.56'   |
| C4                          | 10.00'   | 64°35'16" | 11.27'  |
| C5                          | 15.00'   | 28°59'13" | 7.59'   |
| C6                          | 72.50'   | 88°07'33" | 111.51' |
| C7                          | 43.00'   | 88°07'33" | 66.14'  |
| C8                          | 13.50'   | 88°07'33" | 20.76'  |
| C9                          | 15.00'   | 28°59'13" | 7.59'   |
| C10                         | 10.00'   | 64°35'16" | 11.27'  |
| C11                         | 20.00'   | 20°49'37" | 7.27'   |
| C12                         | 10.00'   | 65°09'17" | 11.37'  |
| C13                         | 15.00'   | 29°06'48" | 7.62'   |
| C14                         | 14.00'   | 88°20'43" | 21.59'  |
| C16                         | 970.50'  | 2°19'17"  | 39.32'  |
| C17                         | 1029.50' | 1°10'52"  | 21.22'  |

NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES



SEE SHEET 13

C/L SAGEBRUSH LOOP  
(PRIVATE STREET)

C/L LIV WAY  
(PRIVATE STREET)

C/L SEQUOIA  
(PRIVATE STREET)

SEE SHEET 8

SEE SHEET 8

SEE SHEET 12



TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 12 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

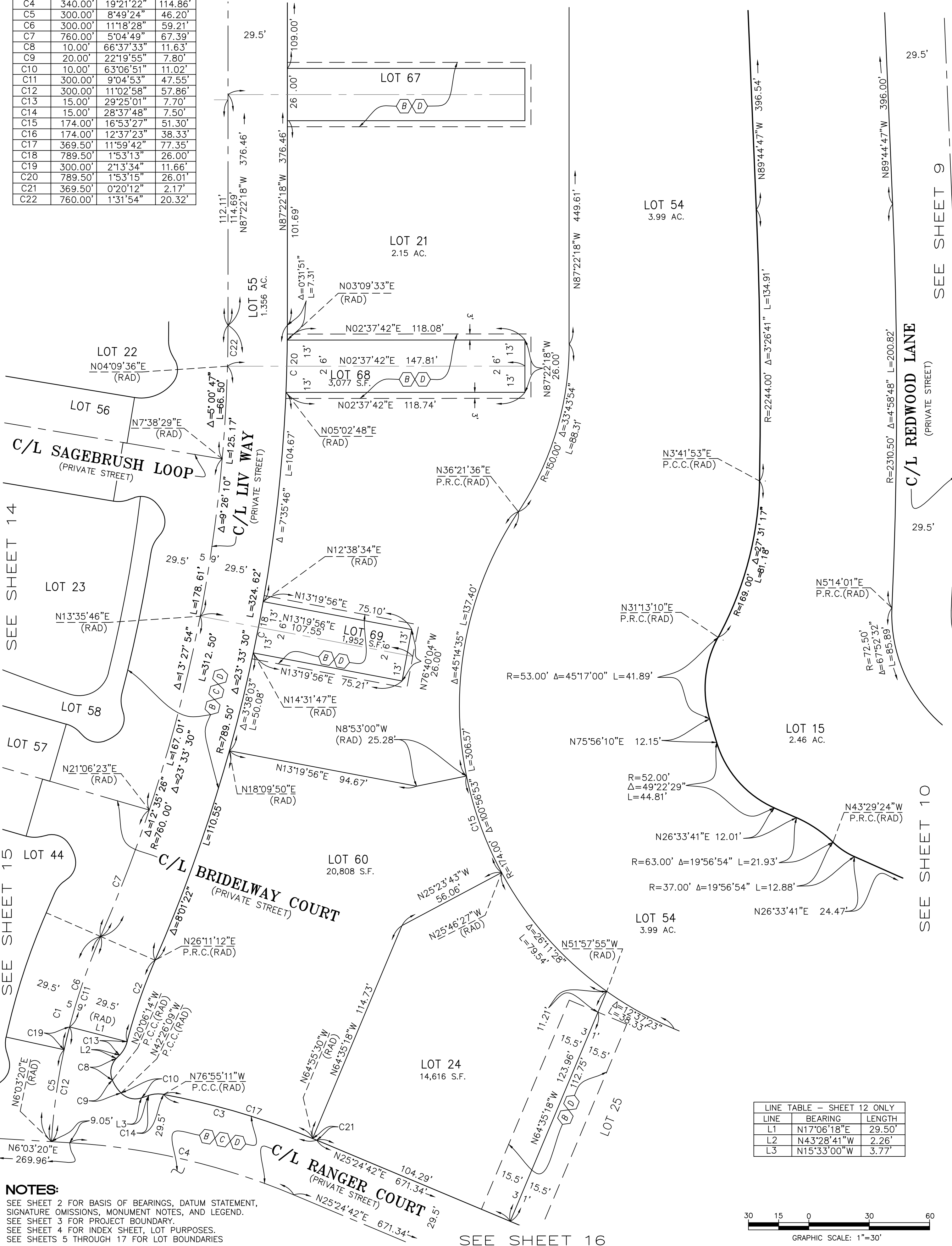


SCALE: 1" = 30'

| CURVE TABLE - SHEET 12 ONLY |         |           |         |
|-----------------------------|---------|-----------|---------|
| CURVE                       | RADIUS  | DELTA     | LENGTH  |
| C1                          | 300.00' | 20°07'51" | 105.41' |
| C2                          | 270.50' | 9°04'53"  | 42.87'  |
| C3                          | 369.50' | 12°19'54" | 79.53'  |
| C4                          | 340.00' | 19°21'22" | 114.86' |
| C5                          | 300.00' | 8°49'24"  | 46.20'  |
| C6                          | 300.00' | 11°18'28" | 59.21'  |
| C7                          | 760.00' | 5°04'49"  | 67.39'  |
| C8                          | 10.00'  | 66°37'33" | 11.63'  |
| C9                          | 20.00'  | 22°19'55" | 7.80'   |
| C10                         | 10.00'  | 63°06'51" | 11.02'  |
| C11                         | 300.00' | 9°04'53"  | 47.55'  |
| C12                         | 300.00' | 11°02'58" | 57.86'  |
| C13                         | 15.00'  | 29°25'01" | 7.70'   |
| C14                         | 15.00'  | 28°37'48" | 7.50'   |
| C15                         | 174.00' | 16°53'27" | 51.30'  |
| C16                         | 174.00' | 12°37'23" | 38.33'  |
| C17                         | 369.50' | 11°59'42" | 77.35'  |
| C18                         | 789.50' | 1°53'13"  | 26.00'  |
| C19                         | 300.00' | 2°13'34"  | 11.66'  |
| C20                         | 789.50' | 1°53'15"  | 26.01'  |
| C21                         | 369.50' | 0°20'12"  | 2.17'   |
| C22                         | 760.00' | 1°31'54"  | 20.32'  |

SEE SHEET 11

SEE SHEET 8



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

| LINE TABLE - SHEET 12 ONLY |             |        |
|----------------------------|-------------|--------|
| LINE                       | BEARING     | LENGTH |
| L1                         | N17°06'18"E | 29.50' |
| L2                         | N43°28'41"W | 2.26'  |
| L3                         | N15°33'00"W | 3.77'  |





TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 13 OF 17 SHEETS

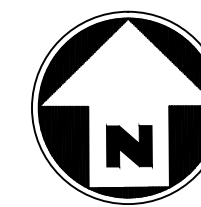
# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

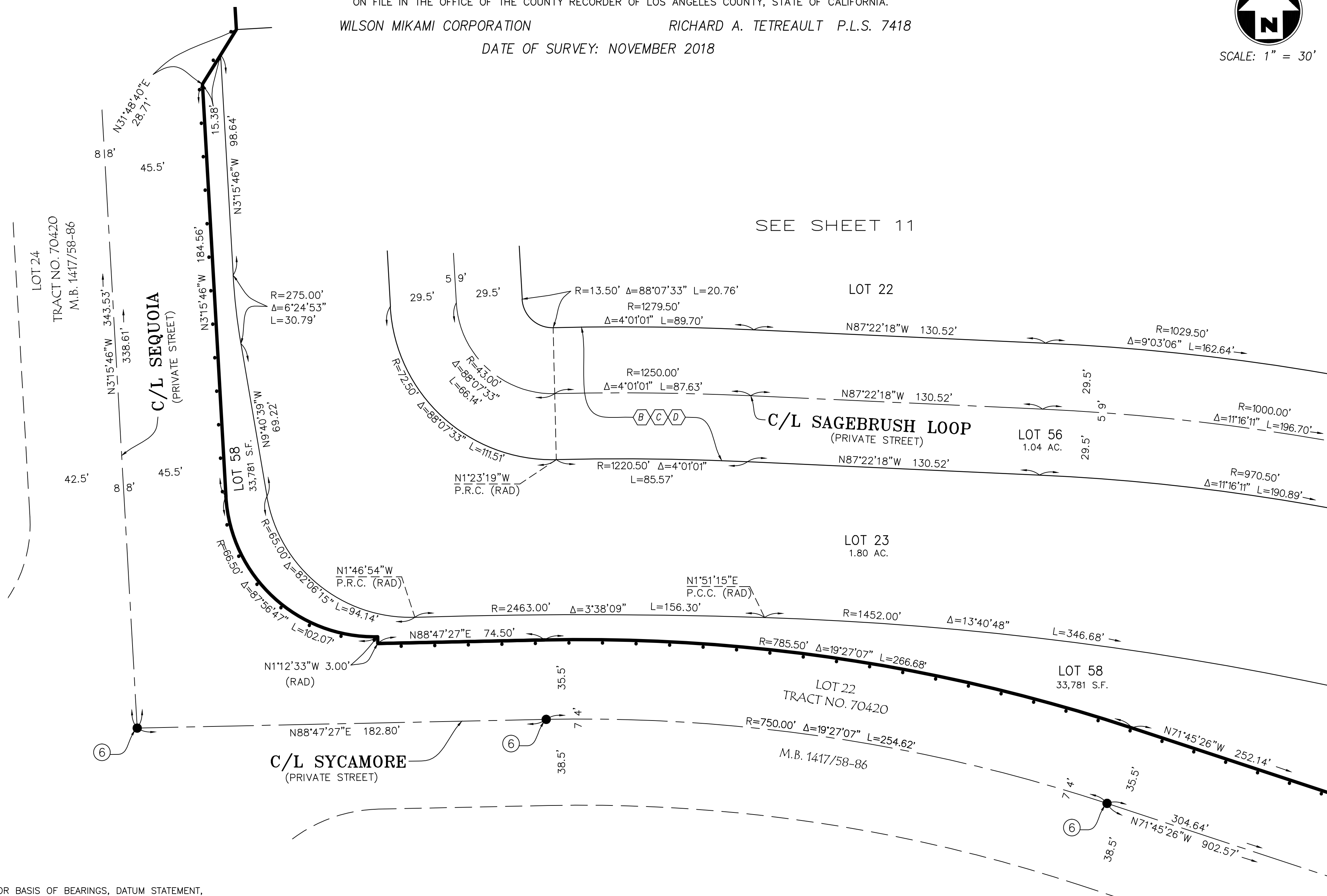


SCALE: 1" = 30'

SEE SHEET 11

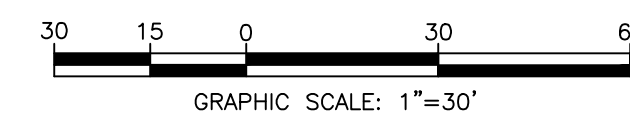
SEE SHEET 11

SEE SHEET 14



## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES





TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 14 OF 17 SHEETS

# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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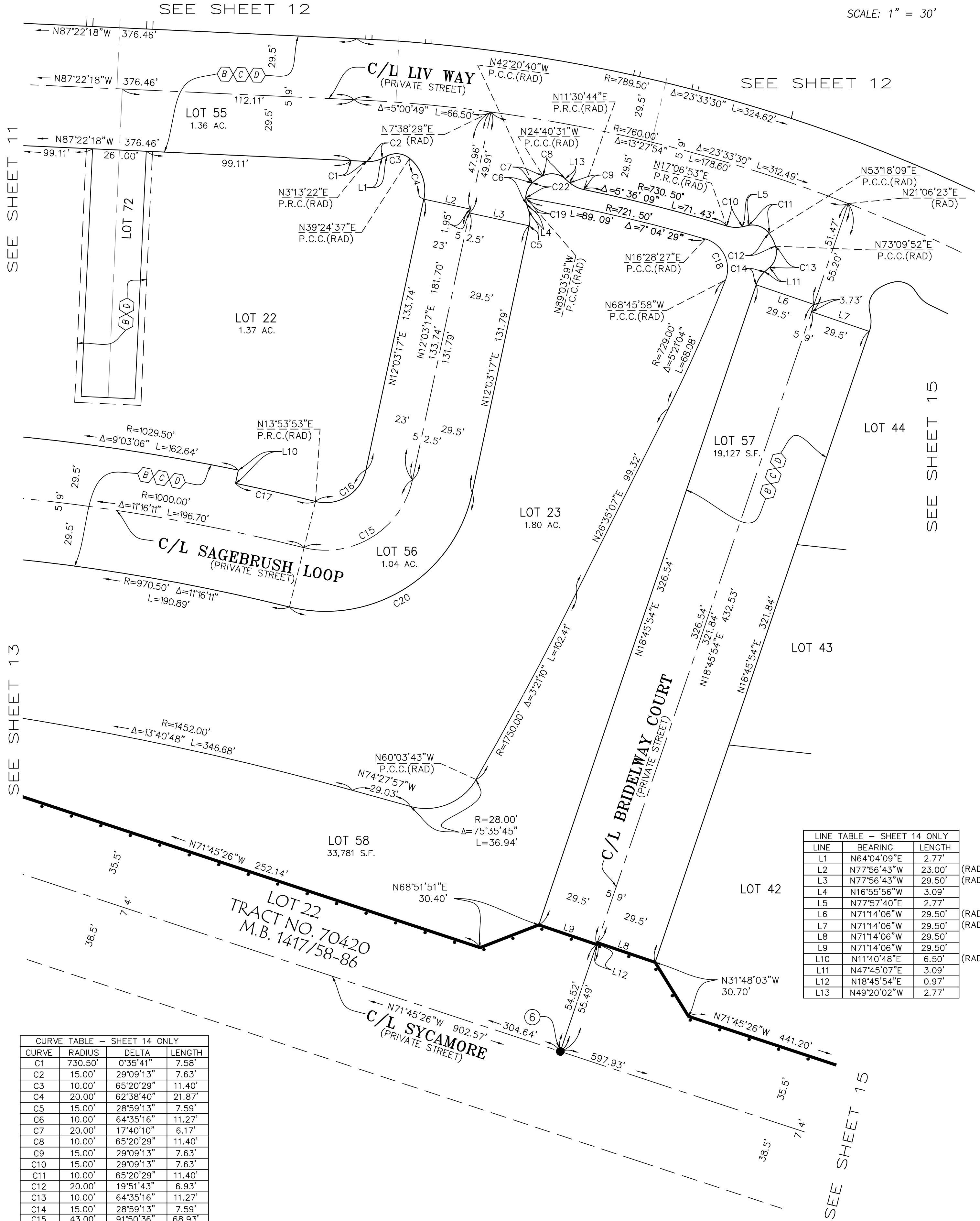
WILSON MIKAMI CORPORATION

RICHARD A. TETREAUULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

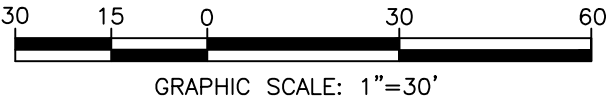


SCALE: 1" = 30'



| LINE TABLE - SHEET 14 ONLY |             |        |
|----------------------------|-------------|--------|
| LINE                       | BEARING     | LENGTH |
| L1                         | N64°04'09"E | 2.77'  |
| L2                         | N77°56'43"W | 23.00' |
| L3                         | N77°56'43"W | 29.50' |
| L4                         | N16°55'56"W | 3.09'  |
| L5                         | N77°57'40"E | 2.77'  |
| L6                         | N71°14'06"W | 29.50' |
| L7                         | N71°14'06"W | 29.50' |
| L8                         | N71°14'06"W | 29.50' |
| L9                         | N71°14'06"W | 29.50' |
| L10                        | N11°40'48"E | 6.50'  |
| L11                        | N47°45'07"E | 3.09'  |
| L12                        | N18°45'54"E | 0.97'  |
| L13                        | N49°20'02"W | 2.77'  |

| CURVE TABLE - SHEET 14 ONLY |          |           |        |
|-----------------------------|----------|-----------|--------|
| CURVE                       | RADIUS   | DELTA     | LENGTH |
| C1                          | 730.50'  | 0°35'41"  | 7.58'  |
| C2                          | 15.00'   | 29°09'13" | 7.63'  |
| C3                          | 10.00'   | 65°20'29" | 11.40' |
| C4                          | 20.00'   | 62°38'40" | 21.87' |
| C5                          | 15.00'   | 28°59'13" | 7.59'  |
| C6                          | 10.00'   | 64°35'16" | 11.27' |
| C7                          | 20.00'   | 17°40'10" | 6.17'  |
| C8                          | 10.00'   | 65°20'29" | 11.40' |
| C9                          | 15.00'   | 29°09'13" | 7.63'  |
| C10                         | 15.00'   | 29°09'13" | 7.63'  |
| C11                         | 10.00'   | 65°20'29" | 11.40' |
| C12                         | 20.00'   | 19°51'43" | 6.93'  |
| C13                         | 10.00'   | 64°35'16" | 11.27' |
| C14                         | 15.00'   | 28°59'13" | 7.59'  |
| C15                         | 43.00'   | 91°50'36" | 68.93' |
| C16                         | 20.00'   | 91°50'36" | 32.06' |
| C17                         | 1023.00' | 2°13'05"  | 39.60' |
| C18                         | 15.00'   | 94°45'36" | 24.81' |
| C19                         | 10.00'   | 17°51'57" | 3.12'  |
| C20                         | 72.50'   | 67°52'32" | 85.89' |



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

TOTAL ACREAGE: 42.286 AC.  
NUMBER OF LOTS:  
63 NUMBERED

SHEET 15 OF 17 SHEETS

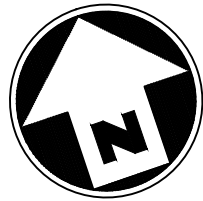
# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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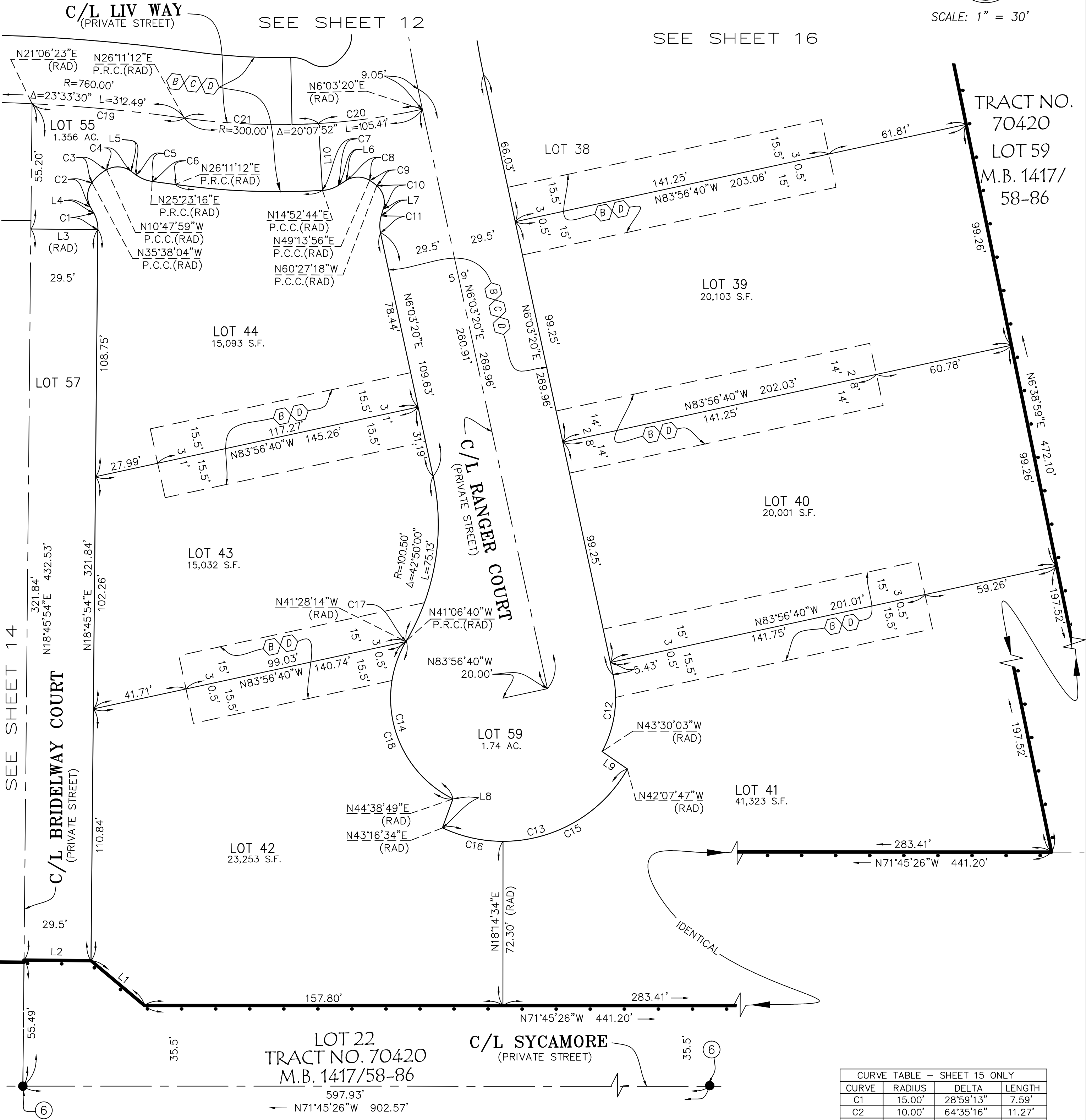
WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



| LINE TABLE - SHEET 15 ONLY |             |        |
|----------------------------|-------------|--------|
| LINE                       | BEARING     | LENGTH |
| L1                         | N31°48'03"W | 30.70' |
| L2                         | N71°14'06"W | 29.50' |
| L3                         | N71°14'06"W | 29.50' |
| L4                         | N10°13'19"W | 3.09'  |
| L5                         | N35°27'31"W | 2.77'  |
| L6                         | N76°17'41"E | 3.86'  |
| L7                         | N35°02'33"E | 3.09'  |
| L8                         | N38°16'04"E | 13.57' |
| L9                         | N37°07'17"W | 13.57' |
| L10                        | N14°52'44"E | 29.50' |

(RAD)

| CURVE TABLE - SHEET 15 ONLY |         |           |        |
|-----------------------------|---------|-----------|--------|
| CURVE                       | RADIUS  | DELTA     | LENGTH |
| C1                          | 15.00'  | 28°59'13" | 7.59'  |
| C2                          | 10.00'  | 64°35'16" | 11.27' |
| C3                          | 20.00'  | 24°50'04" | 8.67'  |
| C4                          | 10.00'  | 65°20'29" | 11.40' |
| C5                          | 15.00'  | 29°09'13" | 7.63'  |
| C6                          | 730.50' | 0°47'56"  | 10.19' |
| C7                          | 15.00'  | 28°35'03" | 7.48'  |
| C8                          | 10.00'  | 62°56'15" | 10.98' |
| C9                          | 20.00'  | 11°13'21" | 3.92'  |
| C10                         | 10.00'  | 64°35'16" | 11.27' |
| C11                         | 15.00'  | 28°59'13" | 7.59'  |
| C12                         | 49.50'  | 40°26'37" | 34.94' |
| C13                         | 63.00'  | 85°24'21" | 93.91' |
| C14                         | 49.50'  | 94°14'31" | 81.42' |
| C15                         | 63.00'  | 60°22'21" | 66.38' |
| C16                         | 63.00'  | 25°02'00" | 27.53' |
| C17                         | 49.50'  | 0°21'34"  | 0.31'  |
| C18                         | 49.50'  | 93°52'57" | 81.11' |
| C19                         | 760.00' | 5°04'49"  | 67.39' |
| C20                         | 300.00' | 8°49'24"  | 46.20' |
| C21                         | 300.00' | 11°18'28" | 59.21' |

## NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES





# TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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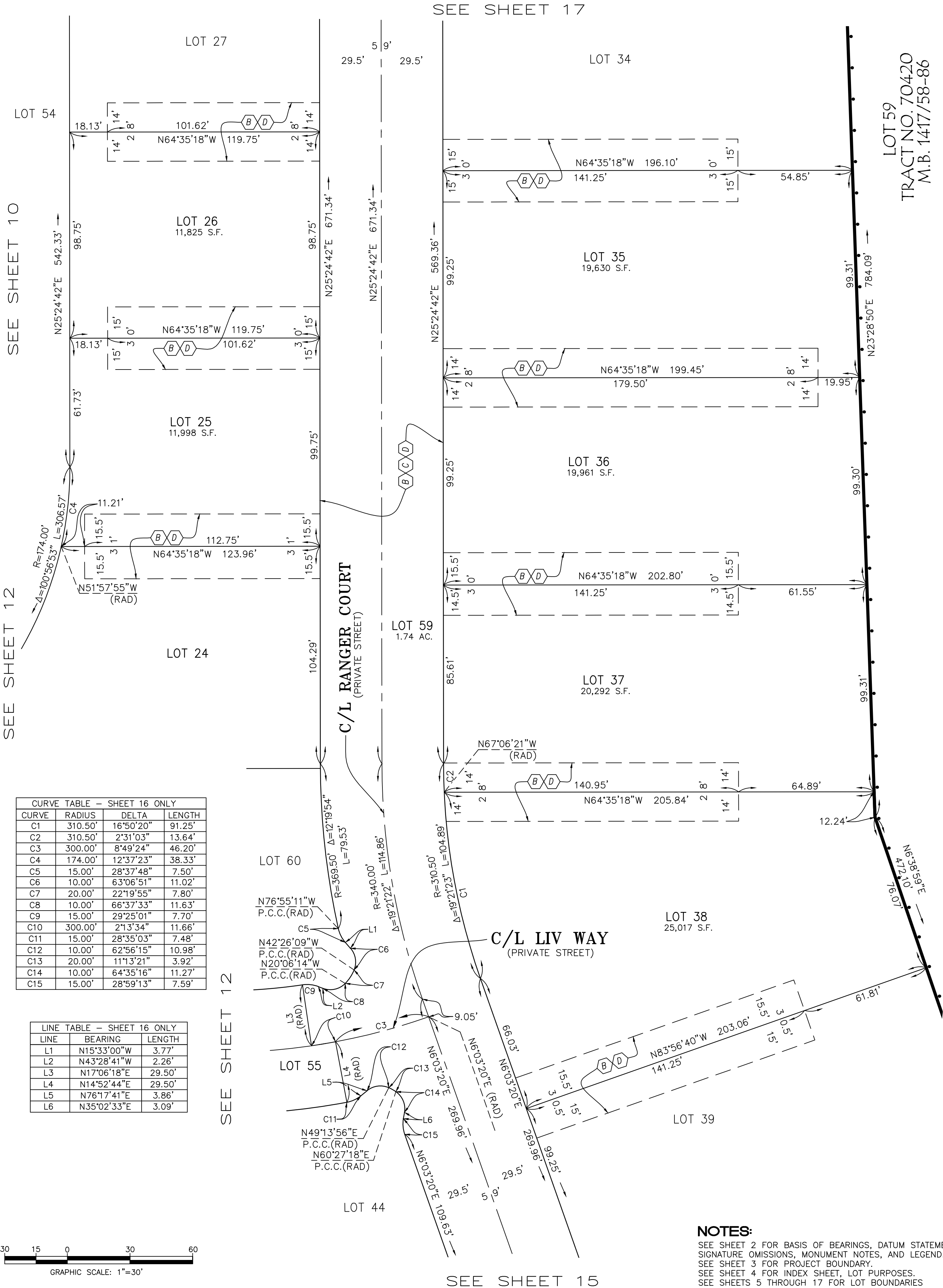
WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



TRACT NO. 82726

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 61 AND 65 OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS,  
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WILSON MIKAMI CORPORATION

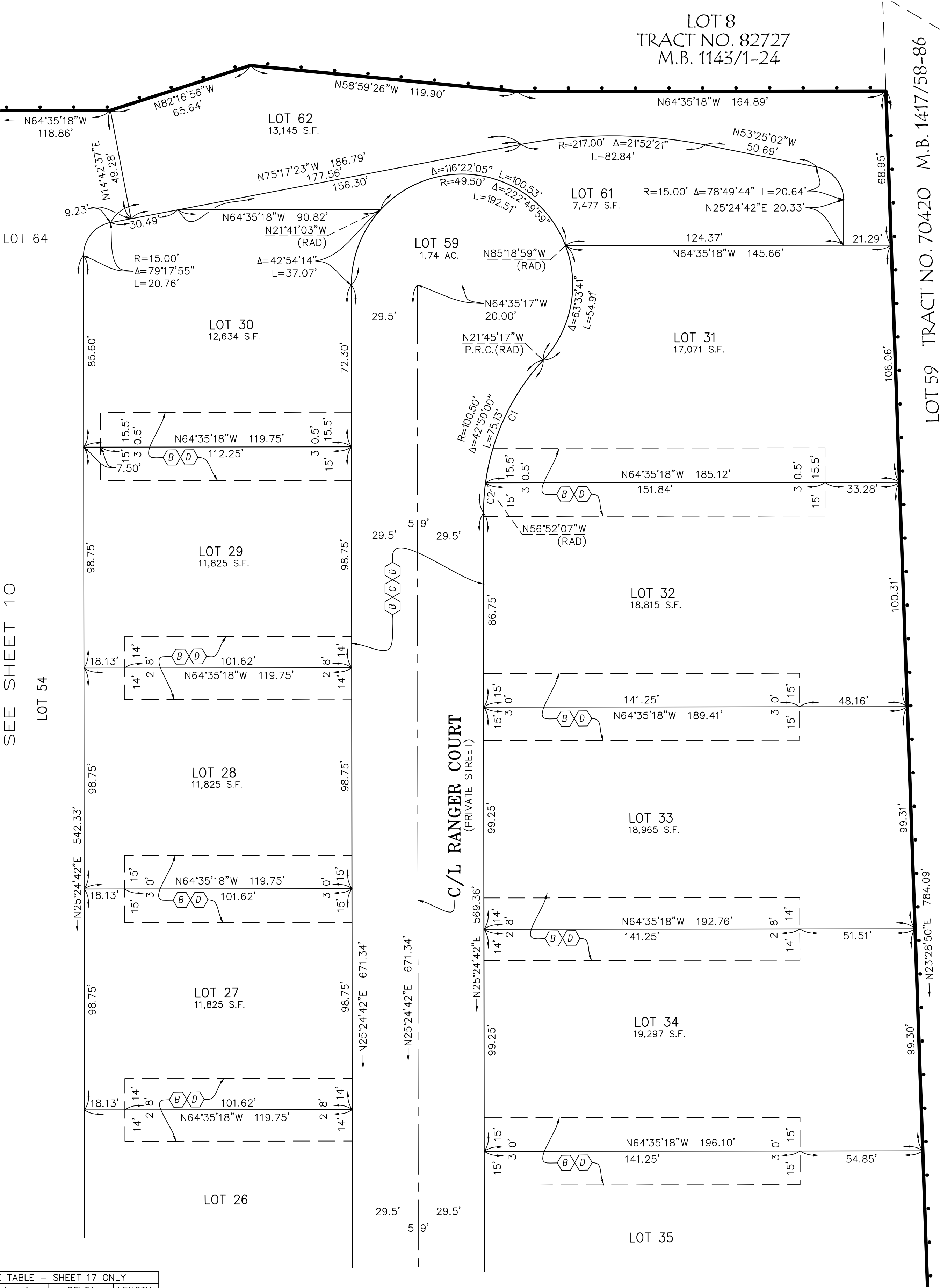
RICHARD A. TETREAUULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

SEE SHEET 7

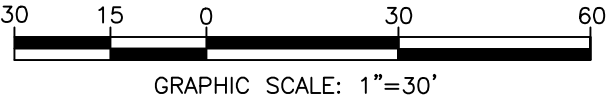


SEE SHEET 10

LOT 54

| CURVE TABLE - SHEET 17 ONLY |          |           |        |
|-----------------------------|----------|-----------|--------|
| CURVE                       | (RAD)IUS | DELTA     | LENGTH |
| C1                          | 100.50'  | 35°06'49" | 61.59' |
| C2                          | 100.50'  | 7°43'11"  | 13.54' |

SEE SHEET 16



**NOTES:**  
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,  
SIGNATURE OMISSIONS, MONUMENT NOTES, AND LEGEND.  
SEE SHEET 3 FOR PROJECT BOUNDARY.  
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.  
SEE SHEETS 5 THROUGH 17 FOR LOT BOUNDARIES

**Notice of CEQA Exemption****To:**

County of Los Angeles  
 Registrar-Recorder/County Clerk  
 12400 Imperial Highway  
 Norwalk, CA 90650

**From:**

City of Montebello  
 Planning & Community Development Department  
 1600 W. Beverly Blvd.  
 Montebello, CA 90640

**Lead Agency:** City of Montebello Planning and Community Development Department

**Project Title:** Montebello Hills Specific Plan Project – Final Tract Map No. 82726

**Project Location:** Montebello Hills Specific Plan – 1400 N. Montebello Boulevard, Montebello, CA 90640

**Case Number(s):** Final Tract Map No. 82726

**Description of Nature, Purpose, and Beneficiaries of Project:** The Montebello Hills Specific Plan is a comprehensive plan for development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The Project consists of combination of residential development, public and private parks, and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher.

**Name of the Public Agency Approving the Project:** City of Montebello

**Name of Person or Agency Carrying Out the Project:** Toll CAXX, L.P. (“Toll Brothers”)

Exempt Status (*check one*)

☒ Ministerial (Sec. 21080(b)(1); 15268(b)(3))

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number: Class 21- CEQA Guidelines Section 15321 (Enforcement Actions by Regulatory Agencies)

☒ Statutory Exemptions. State code number: CEQA Guidelines Section 15182 and California Government Code Section 65457 (residential projects consistent with a community/specific plan for which and Environmental Impact Report was certified after January 1, 1980.)

**Justification for Project Exemption:**

An EIR and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) Guidelines and local procedures for CEQA implementation. The approval Final Tract Map No. 82726 is considered a “Project” and exempt from CEQA pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182(c), which expressly exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified after January 1, 1980, and California Public Resources Code Section 21083.3(a) and (b). The project is consistent with the intent of the Specific Plan and General Plan.

**Lead Agency Contact Person:** Joseph Palombi, Director of Planning & Community Development

**Area Code/Telephone/Extension:** (323) 887-1200 ext. 1478

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

☒ Signed by Lead Agency

☐ Signed by Applicant





**ITEM # 15**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Michael Solorza, Director of Finance

**SUBJECT: TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2024**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2024 (Second Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Attached is a cash report and portfolio summary as of December 31, 2024 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for December 2021, 2022, 2023 and 2024. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

# CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 2 of 6

|                          | Dec 2021          | Dec 2022          | Dec 2023           | Dec 2024          | Var to Same Qtr / Prior Year |
|--------------------------|-------------------|-------------------|--------------------|-------------------|------------------------------|
| General                  | 62,080,332        | 71,627,595        | 100,406,644        | 77,083,629        | (23,323,015)                 |
| Successor Agency         | 15,406,546        | 15,302,825        | 14,965,332         | 4,261,111         | (10,704,220)                 |
| Housing Successor Agency | 622,422           | 1,056,552         | 2,568,425          | 1,149,072         | (1,419,352)                  |
| Trust & Agency           | 1,350,283         | 1,118,880         | 1,159,055          | 989,076           | (169,979)                    |
| 401 a(h) Trust Accounts  | 13,564            | 13,564            | 13,564             | 13,564            | -                            |
|                          | <b>79,473,148</b> | <b>89,119,417</b> | <b>119,113,020</b> | <b>83,496,453</b> | <b>(35,616,567)</b>          |

As of December 31, 2024, total available cash was \$83.496 million -- \$35.617 million less than December 2023. The City's overall cash position has improved over the years and remains at elevated and healthy levels. For example, the June balance for the past nine years is shown below:

|                | Ending Balance<br>June 30 | Change       |
|----------------|---------------------------|--------------|
| 2016           | 48,156,295                |              |
| 2017           | 51,477,779                | 3,321,484    |
| 2018           | 57,115,173                | 5,637,394    |
| 2019           | 84,146,400                | 27,031,227   |
| 2020           | 73,346,322                | (10,800,078) |
| 2021           | 69,189,471                | (4,156,851)  |
| 2022           | 99,850,581                | 30,661,110   |
| 2023           | 124,430,333               | 24,579,752   |
| 2024           | 105,911,857               | (18,518,476) |
| <b>Average</b> | <b>79,291,579</b>         |              |

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$105.912 million as of June, 2024 – a \$57.756 million improvement in the City's available cash position (LAIF, Bank of the West, etc.), or put another way a 220% increase.

The continuing strength of the City's cash position is due to a number of reasons. A primary factor is proceeds from Measure H, the City's  $\frac{3}{4}$  cent transaction and use tax – which began flowing to the City in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes. In addition, the sale of the City's water system (February, 2023) and Transit property in Pico Rivera (February, 2023) added to the overall cash position during calendar year 2023.

It should also be noted that monthly cash balances fluctuate, as monthly expenses vary considerably from month to month, especially when comparing prior years. The chart below shows second quarter 2023 vs. second quarter 2024 (October - December). The monthly variances within each quarter can be significant:

## CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 3 of 6

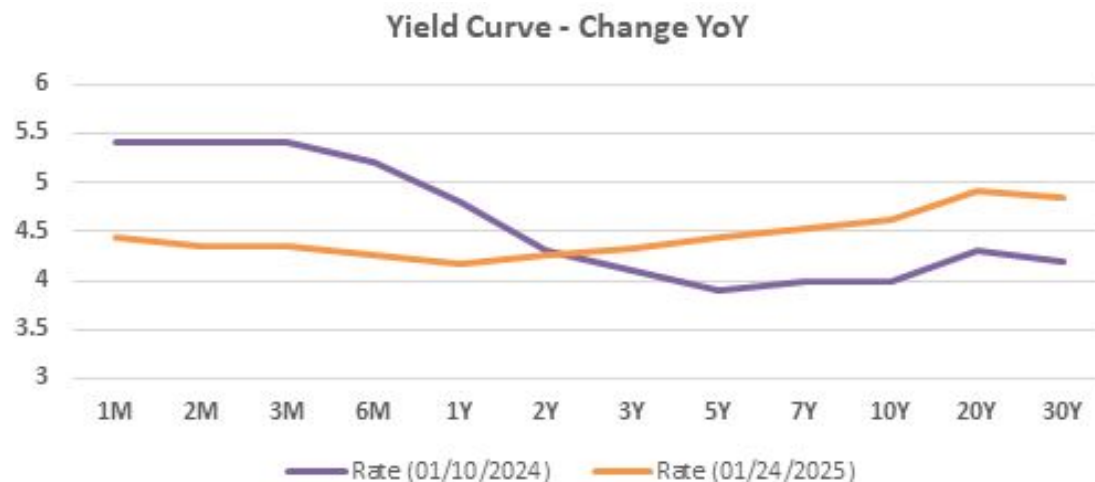
|                          | Oct 2023    | Nov 2023    | Dec 2023    | Oct 2024   | Nov 2024   | Dec 2024   |
|--------------------------|-------------|-------------|-------------|------------|------------|------------|
| General                  | 88,870,237  | 95,225,778  | 100,406,644 | 68,120,710 | 69,613,625 | 77,083,629 |
| Successor Agency         | 14,970,955  | 14,966,268  | 14,965,332  | 4,264,498  | 4,260,452  | 4,261,111  |
| Housing Successor Agency | 2,567,465   | 2,567,945   | 2,568,425   | 1,148,112  | 1,148,112  | 1,149,072  |
| Trust & Agency           | 1,141,185   | 1,143,616   | 1,159,055   | 1,061,653  | 1,071,998  | 989,076    |
| 401 a(h) Trust Accounts  | 13,564      | 13,564      | 13,564      | 13,564     | 13,564     | 13,564     |
|                          | 107,563,406 | 113,917,171 | 119,113,020 | 74,608,537 | 76,107,752 | 83,496,453 |

The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year. The recent completion of the golf course renovation and clubhouse construction projects required cash outlays to pay for construction related expenses.

Despite these natural fluctuations in cash flow – ongoing and regular such as debt service payments or one-time such as the golf course capital expenditures – one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$167,200 in annual investment income between FY 2015-16 and FY 2023-24. Combined with the large increase in total available cash, the General Fund realized \$700,800 in revenue from its investments in FY 2023-24, with projected revenue for FY 2024-25 at \$500,000. (The lower projected amount for the current fiscal year is predicated upon interest rates falling combined with a lower total cash balance versus prior fiscal years.)

The effective rate of return on the City's investment portfolio as of December 31, 2024 was 1.11%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. The chart below shows a comparison between Treasury yields – based on length of the note, from January 2024 and January 2025:



### **BACKGROUND/DISCUSSION:**

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of Montreal (BMO) checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF) – State Treasurer investment pool
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax “true up” payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, periodic reimbursement of grant expenses, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally,

# CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 5 of 6

investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$248,000 as of December 31, 2024).

The table below provides an overview of the City's major liquid cash accounts: BMO checking and the two separate LAIF accounts, from June 2020 through December 2024 (quarter ending values). The average quarterly balance for the City's checking account since June 2020 is \$10.628 million, more than sufficient to meet weekly expenses.

| Year | Month     | BMO<br>(Checking)    | LAIF (General)       | LAIF<br>(Successor<br>Agency) |
|------|-----------|----------------------|----------------------|-------------------------------|
| 2020 | JUNE      | \$ 5,706,451         | \$ 39,978,695        | \$ 9,502,193                  |
| 2020 | SEPTEMBER | \$ 3,632,854         | \$ 28,523,514        | \$ 9,536,864                  |
| 2020 | DECEMBER  | \$ 3,413,754         | \$ 20,998,975        | \$ 9,557,116                  |
| 2021 | MARCH     | \$ 5,259,121         | \$ 23,031,241        | \$ 9,572,227                  |
| 2021 | JUNE      | \$ 11,921,868        | \$ 37,556,500        | \$ 9,582,684                  |
| 2021 | SEPTEMBER | \$ 2,298,948         | \$ 47,583,249        | \$ 9,020,508                  |
| 2021 | DECEMBER  | \$ 10,757,576        | \$ 46,614,203        | \$ 8,996,214                  |
| 2022 | MARCH     | \$ 8,220,964         | \$ 57,639,656        | \$ 14,001,395                 |
| 2022 | JUNE      | \$ 8,644,963         | \$ 65,334,697        | \$ 14,012,253                 |
| 2022 | SEPTEMBER | \$ 3,429,416         | \$ 50,945,633        | \$ 14,038,487                 |
| 2022 | DECEMBER  | \$ 27,973,777        | \$ 39,651,105        | \$ 14,086,255                 |
| 2023 | MARCH     | \$ 10,901,394        | \$ 74,876,879        | \$ 14,159,841                 |
| 2023 | JUNE      | \$ 24,925,530        | \$ 75,000,000        | \$ 14,255,276                 |
| 2023 | SEPTEMBER | \$ 10,189,195        | \$ 75,000,000        | \$ 14,367,200                 |
| 2023 | DECEMBER  | \$ 20,218,537        | \$ 75,000,000        | \$ 14,496,758                 |
| 2024 | MARCH     | \$ 20,677,496        | \$ 75,000,000        | \$ 14,642,395                 |
| 2024 | JUNE      | \$ 17,178,422        | \$ 75,000,000        | \$ 3,057,845                  |
| 2024 | SEPTEMBER | \$ 839,005           | \$ 69,500,000        | \$ 3,124,243                  |
| 2024 | DECEMBER  | \$ 5,734,431         | \$ 66,373,872        | \$ 3,161,236                  |
|      |           | <b>\$ 10,627,563</b> | <b>\$ 54,926,748</b> | <b>\$ 10,693,210</b>          |

The City's Investment Policy was most recently reviewed and approved by the City Council on June 12, 2024. Prior to that, the policy was reviewed, approved and updated on: June 14, 2023, June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.



The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

**ENVIRONMENTAL:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2024.

**ATTACHMENT(S)**

1. Attachment A - Monthly Cash Report
2. Attachment B - Portfolio Summary

**CITY OF MONTEBELLO  
MONTHLY CASH REPORT (ALL ACCOUNTS)  
BALANCE AS OF DECEMBER 31, 2024**

**BANK OF THE WEST**

|   | Account Number | Account Name                                       | 12/31/24               |
|---|----------------|----------------------------------------------------|------------------------|
| 1 | XXXX-XX770     | Housing Successor Agency of the City of Montebello | \$1,149,072.27         |
| 2 | XXXX-XX093     | Successor Agency of the City of Montebello         | \$1,099,875.36         |
| 3 | XXXX-71041     | City of Montebello                                 | \$4,727,325.49         |
| 4 | XXXX-00184     | City of Montebello - FSA                           | \$24,167.39            |
| 5 | XXXX-XX331     | General                                            | \$5,734,431.28         |
| 6 | XXXX-XX287     | Trust & Agency                                     | \$6,063.99             |
| 7 | XXXX-XX803     | Police Retiree Health Account                      | \$728,181.68           |
| 8 | XXXX-XX267     | Payroll                                            | \$0.00                 |
| 9 | XXXX-XX362     | Fire Retiree Health Account                        | \$230,662.59           |
|   |                |                                                    | <u>\$13,699,780.05</u> |

**STATE OF CALIFORNIA**

|   | Account Number | Account Name                             | 12/31/24               |
|---|----------------|------------------------------------------|------------------------|
| 1 | XX-XX-551      | General                                  | \$66,373,872.25        |
| 2 | XX-XX-068      | Successor Agency City of Mtb for Mtb RDA | \$3,161,236.07         |
|   |                |                                          | <u>\$69,535,108.32</u> |

**FIRST MERCANTILE TRUST**

|  | Account Number | Account Name      | 12/31/24           |
|--|----------------|-------------------|--------------------|
|  | XXX-XX-X746    | CORPORATE ACCOUNT | \$12.98            |
|  | XXX-XX-X999    | TRUST ACCOUNT     | \$13,551.48        |
|  |                |                   | <u>\$13,564.46</u> |

**Pershing LLC - CDs**

|  | Account Number | Account Name                  | 12/31/24            |
|--|----------------|-------------------------------|---------------------|
|  | CD             | HSBC Bank USA (5/7/20-5/7/25) | \$248,000.00        |
|  |                |                               | <u>\$248,000.00</u> |

|                                |                        |
|--------------------------------|------------------------|
| Total General Cash/Investments | \$77,083,629.02        |
| Total SA Cash/Investments      | \$4,261,111.43         |
| Total HSA Cash/Investments     | \$1,149,072.27         |
| Total T&A Cash/Investments     | \$989,075.65           |
| Total Trustee Cash             | \$13,564.46            |
| Total Cash/Investments         | <u>\$83,496,452.83</u> |

CITY OF MONTEBELLO  
Portfolio Management  
Portfolio Summary  
December 31, 2024

| Investments                   | Par<br>Value         | Market<br>Value      | Book<br>Value        | % of<br>Portfolio | Term     | Days to<br>Maturity | YTM<br>360 Equiv. | YTM<br>365 Equiv. |
|-------------------------------|----------------------|----------------------|----------------------|-------------------|----------|---------------------|-------------------|-------------------|
| Local Agency Investment Funds | 66,373,872.25        | 66,373,872.25        | 66,373,872.25        | 99.63             | 1        | 1                   | 1.292             | 1.310             |
| Savings Accounts              | 6.38                 | 6.38                 | 6.38                 | 0.00              | 1        | 1                   | 0.493             | 0.500             |
| Negotiable CDs                | 248,000.00           | 248,000.00           | 248,000.00           | 0.37              | 1,826    | 126                 | 1.282             | 1.300             |
|                               | <b>66,621,878.63</b> | <b>66,621,878.63</b> | <b>66,621,878.63</b> | <b>100.00%</b>    | <b>8</b> | <b>1</b>            | <b>1.292</b>      | <b>1.310</b>      |

Investments

Cash, Pending Redemptions

|                                                            |                      |                      |                      |  |          |          |              |              |
|------------------------------------------------------------|----------------------|----------------------|----------------------|--|----------|----------|--------------|--------------|
| Passbook/Checking<br>(not included in yield calculations)  | 10,461,756.77        | 10,461,756.77        | 10,461,756.77        |  | 1        | 1        | 0.000        | 0.000        |
| Pending Redemptions                                        | 2,266,566.49         | 2,266,566.49         | 2,266,566.49         |  |          |          |              |              |
| Subtotal                                                   |                      | 12,728,323.26        | 12,728,323.26        |  |          |          |              |              |
| <b>Total Cash, Pending Redemptions<br/>and Investments</b> | <b>79,350,201.89</b> | <b>79,350,201.89</b> | <b>79,350,201.89</b> |  | <b>8</b> | <b>1</b> | <b>1.292</b> | <b>1.310</b> |

| Total Earnings                  | December 31 | Month Ending         | Fiscal Year To Date  |
|---------------------------------|-------------|----------------------|----------------------|
| Current Year                    |             | 61,375.33            | 440,420.44           |
| <b>Average Daily Balance</b>    |             | <b>72,919,115.12</b> | <b>78,500,844.91</b> |
| <b>Effective Rate of Return</b> |             | <b>0.99%</b>         | <b>1.11%</b>         |

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**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2024**

Page 1

| CUSIP                                | Investment # | Issuer                      | Average<br>Balance   | Purchase<br>Date | Par Value            | Market Value         | Book Value           | Stated<br>Rate | S&P | YTM<br>365   | Days to<br>Maturity | Maturity<br>Date |
|--------------------------------------|--------------|-----------------------------|----------------------|------------------|----------------------|----------------------|----------------------|----------------|-----|--------------|---------------------|------------------|
| <b>Local Agency Investment Funds</b> |              |                             |                      |                  |                      |                      |                      |                |     |              |                     |                  |
| SYS200                               | 200          | STATE OF CALIFORNIA         |                      | 07/01/2019       | 66,373,872.25        | 66,373,872.25        | 66,373,872.25        | 1.310          |     | 1.310        | 1                   |                  |
|                                      |              | <b>Subtotal and Average</b> | <b>54,922,259.35</b> |                  | <b>66,373,872.25</b> | <b>66,373,872.25</b> | <b>66,373,872.25</b> |                |     | <b>1.310</b> | <b>1</b>            |                  |
| <b>Savings Accounts</b>              |              |                             |                      |                  |                      |                      |                      |                |     |              |                     |                  |
| 697530                               | 500          | F&A FEDERAL CREDIT UNION    |                      | 07/01/2019       | 6.38                 | 6.38                 | 6.38                 | 0.500          |     | 0.500        | 1                   |                  |
| 950516181                            | 600          | PACIFIC PREMIER/PLAZA BANK  |                      | 07/01/2019       | 0.00                 | 0.00                 | 0.00                 | 1.918          |     | 1.918        | 1                   |                  |
|                                      |              | <b>Subtotal and Average</b> | <b>6.38</b>          |                  | <b>6.38</b>          | <b>6.38</b>          | <b>6.38</b>          |                |     | <b>0.500</b> | <b>1</b>            |                  |
| <b>Negotiable CDs</b>                |              |                             |                      |                  |                      |                      |                      |                |     |              |                     |                  |
| 44329ME33                            | 53           | HSBC BANK USA               |                      | 05/07/2020       | 248,000.00           | 248,000.00           | 248,000.00           | 1.300          |     | 1.300        | 126                 | 05/07/2025       |
|                                      |              | <b>Subtotal and Average</b> | <b>248,000.00</b>    |                  | <b>248,000.00</b>    | <b>248,000.00</b>    | <b>248,000.00</b>    |                |     | <b>1.300</b> | <b>126</b>          |                  |
| <b>Total and Average</b>             |              |                             | <b>72,919,115.12</b> |                  | <b>66,621,878.63</b> | <b>66,621,878.63</b> | <b>66,621,878.63</b> |                |     | <b>1.310</b> | <b>1</b>            |                  |

CITY OF MONTEBELLO  
Portfolio Management  
Portfolio Details - Cash  
December 31, 2024

| CUSIP                      | Investment # | Issuer           | Average<br>Balance | Purchase<br>Date | Par Value     | Market Value  | Book Value    | Stated<br>Rate | S&P | YTM<br>365 | Days to<br>Maturity |
|----------------------------|--------------|------------------|--------------------|------------------|---------------|---------------|---------------|----------------|-----|------------|---------------------|
| Checking Accounts          |              |                  |                    |                  |               |               |               |                |     |            |                     |
| 100                        | 100          | BANK OF THE WEST |                    | 08/31/2019       | 10,461,756.77 | 10,461,756.77 | 10,461,756.77 |                |     | 0.000      | 1                   |
|                            |              | Average Balance  | 0.00               |                  |               |               |               |                |     |            | 1                   |
| Total Cash and Investments |              |                  | 72,919,115.12      |                  | 77,083,635.40 | 77,083,635.40 | 77,083,635.40 |                |     | 1.310      | 1                   |



**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Portfolio Details with Earnings - Investments**  
**December 31, 2024**

Page 1

| CUSIP                                | Investment # | Issuer | Average<br>Balance   | Purchase<br>Date | Par Value            | Market Value         | Book Value           | Current<br>Rate | Days To<br>Maturity | YTM          | Accrued<br>Interest | Unrealized<br>Gain/Loss | Maturity<br>Date |
|--------------------------------------|--------------|--------|----------------------|------------------|----------------------|----------------------|----------------------|-----------------|---------------------|--------------|---------------------|-------------------------|------------------|
| <b>Local Agency Investment Funds</b> |              |        |                      |                  |                      |                      |                      |                 |                     |              |                     |                         |                  |
| SYS200                               | 200          | LAIF   |                      | 07/01/2019       | 66,373,872.25        | 66,373,872.25        | 66,373,872.25        | 1.310           | 1                   | 1.310        | 1,230,023.56        | 0.00                    |                  |
| <b>Subtotal and Average</b>          |              |        | <b>54,922,259.35</b> |                  | <b>66,373,872.25</b> | <b>66,373,872.25</b> | <b>66,373,872.25</b> | <b>1.310</b>    | <b>1</b>            | <b>1.310</b> | <b>1,230,023.56</b> | <b>0.00</b>             |                  |
| <b>Savings Accounts</b>              |              |        |                      |                  |                      |                      |                      |                 |                     |              |                     |                         |                  |
| 697530                               | 500          | F&A    |                      | 07/01/2019       | 6.38                 | 6.38                 | 6.38                 | 0.500           | 1                   | 0.500        | 0.17                | 0.00                    |                  |
| 950516181                            | 600          | PLAZA  |                      | 07/01/2019       | 0.00                 | 0.00                 | 0.00                 | 1.918           | 1                   | 1.918        | -7,546.80           | 0.00                    |                  |
| <b>Subtotal and Average</b>          |              |        | <b>6.38</b>          |                  | <b>6.38</b>          | <b>6.38</b>          | <b>6.38</b>          | <b>0.500</b>    | <b>1</b>            | <b>0.500</b> | <b>-7,546.63</b>    | <b>0.00</b>             |                  |
| <b>Negotiable CDs</b>                |              |        |                      |                  |                      |                      |                      |                 |                     |              |                     |                         |                  |
| 44329ME33                            | 53           | HSBC   |                      | 05/07/2020       | 248,000.00           | 248,000.00           | 248,000.00           | 1.300           | 126                 | 1.300        | 5,319.60            | 0.00                    | 05/07/2025       |
| <b>Subtotal and Average</b>          |              |        | <b>248,000.00</b>    |                  | <b>248,000.00</b>    | <b>248,000.00</b>    | <b>248,000.00</b>    | <b>1.300</b>    | <b>126</b>          | <b>1.300</b> | <b>5,319.60</b>     | <b>0.00</b>             |                  |
| <b>Total and Average</b>             |              |        | <b>72,919,115.12</b> |                  | <b>66,621,878.63</b> | <b>66,621,878.63</b> | <b>66,621,878.63</b> | <b>1.310</b>    | <b>1</b>            | <b>1.310</b> | <b>1,227,796.53</b> | <b>0.00</b>             |                  |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Portfolio Details with Earnings - Cash**  
**December 31, 2024**

| CUSIP                      | Investment # | Issuer | Average<br>Balance | Purchase<br>Date | Par Value     | Market Value  | Book Value    | Current<br>Rate | Days To<br>Maturity | YTM   | Accrued<br>Interest | Unrealized<br>Gain/Loss |
|----------------------------|--------------|--------|--------------------|------------------|---------------|---------------|---------------|-----------------|---------------------|-------|---------------------|-------------------------|
| <b>Checking Accounts</b>   |              |        |                    |                  |               |               |               |                 |                     |       |                     |                         |
| 100                        | 100          | BOFW   |                    | 08/31/2019       | 10,461,756.77 | 10,461,756.77 | 10,461,756.77 | 0.000           | 1                   | 0.000 | 0.00                | 0.00                    |
| Average Balance            |              |        | 0.00               |                  |               |               |               |                 |                     |       |                     |                         |
| Total Cash and Investments |              |        | 72,919,115.12      |                  | 77,083,635.40 | 77,083,635.40 | 77,083,635.40 | 1.132           | 1                   | 1.132 | 1,227,796.53        | 0.00                    |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Investment Status Report - Investments**  
**December 31, 2024**

Page 1

| CUSIP                                       | Investment # | Issuer | Par Value            | Stated Rate | Maturity Date | Purchase Date | YTM 360      | YTM 365      | Payment Dates     | Accrued Interest At Purchase | Current Principal    | Book Value           |
|---------------------------------------------|--------------|--------|----------------------|-------------|---------------|---------------|--------------|--------------|-------------------|------------------------------|----------------------|----------------------|
| <b>Local Agency Investment Funds</b>        |              |        |                      |             |               |               |              |              |                   |                              |                      |                      |
| SYS200                                      | 200          | LAIF   | 66,373,872.25        | 1.310       |               | 07/01/2019    | 1.292        | 1.310        | 07/30 - Quarterly |                              | 66,373,872.25        | 66,373,872.25        |
| <b>Local Agency Investment Funds Totals</b> |              |        | <b>66,373,872.25</b> |             |               |               | <b>1.292</b> | <b>1.310</b> |                   | <b>0.00</b>                  | <b>66,373,872.25</b> | <b>66,373,872.25</b> |
| <b>Savings Accounts</b>                     |              |        |                      |             |               |               |              |              |                   |                              |                      |                      |
| 697530                                      | 500          | F&A    | 6.38                 | 0.500       |               | 07/01/2019    | 0.493        | 0.500        | 04/30 - Monthly   |                              | 6.38                 | 6.38                 |
| 950516181                                   | 600          | PLAZA  | 0.00                 | 1.918       |               | 07/01/2019    | 1.892        | 1.918        | 05/31 - Monthly   |                              | 0.00                 | 0.00                 |
| <b>Savings Accounts Totals</b>              |              |        | <b>6.38</b>          |             |               |               | <b>0.493</b> | <b>0.500</b> |                   | <b>0.00</b>                  | <b>6.38</b>          | <b>6.38</b>          |
| <b>Negotiable CDs</b>                       |              |        |                      |             |               |               |              |              |                   |                              |                      |                      |
| 44329ME33                                   | 53           | HSBC   | 248,000.00           | 1.300       | 05/07/2025    | 05/07/2020    | 1.282        | 1.300        | 11/07 - 05/07     |                              | 248,000.00           | 248,000.00           |
| <b>Negotiable CDs Totals</b>                |              |        | <b>248,000.00</b>    |             |               |               | <b>1.282</b> | <b>1.300</b> |                   | <b>0.00</b>                  | <b>248,000.00</b>    | <b>248,000.00</b>    |
| <b>Investment Totals</b>                    |              |        | <b>66,621,878.63</b> |             |               |               | <b>1.292</b> | <b>1.310</b> |                   | <b>0.00</b>                  | <b>66,621,878.63</b> | <b>66,621,878.63</b> |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Investment Status Report - Cash**  
**December 31, 2024**

| CUSIP                             | Investment # | Issuer | Par Value            | Stated<br>Rate | Maturity<br>Date | Purchase<br>Date | YTM<br>360   | YTM<br>365   | Payment<br>Dates | Accrued Interest<br>At Purchase | Current<br>Principal | Book Value           |
|-----------------------------------|--------------|--------|----------------------|----------------|------------------|------------------|--------------|--------------|------------------|---------------------------------|----------------------|----------------------|
| <b>Checking Accounts</b>          |              |        |                      |                |                  |                  |              |              |                  |                                 |                      |                      |
| 100                               | 100          | BOFW   | 10,461,756.77        |                |                  | 08/31/2019       | 0.000        | 0.000        | 07/31 - Monthly  |                                 | 10,461,756.77        | 10,461,756.77        |
| <b>Cash Totals</b>                |              |        | <b>10,461,756.77</b> |                |                  |                  |              |              |                  | <b>0.00</b>                     | <b>10,461,756.77</b> | <b>10,461,756.77</b> |
| <b>Total Cash and Investments</b> |              |        | <b>77,083,635.40</b> |                |                  |                  | <b>1.292</b> | <b>1.310</b> |                  | <b>0.00</b>                     | <b>77,083,635.40</b> | <b>77,083,635.40</b> |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Portfolio Details - Pending Redemptions**  
**December 31, 2024**

Page 1

| Security #                          | Investment # | Issuer                      | Purchase<br>Settlement Date | Mat/Sale<br>Settlement Date | Par Value           |
|-------------------------------------|--------------|-----------------------------|-----------------------------|-----------------------------|---------------------|
| <b>Certificates of Deposit - CU</b> |              |                             |                             |                             |                     |
| 52A                                 | 52A          | F&A FEDERAL CREDIT UNION    | 04/27/2021                  | 04/27/2022                  | 280,566.49          |
| 51                                  | 51           | ST. VINCENT'S MEDICAL FCU   | 04/02/2020                  | 04/02/2021                  | 249,000.00          |
| <b>Subtotal</b>                     |              |                             |                             |                             | <b>529,566.49</b>   |
| <b>Negotiable CDs</b>               |              |                             |                             |                             |                     |
| 05580ASV7                           | 40           | BMW BANK NORTH AMERICA      | 10/11/2019                  | 10/11/2023                  | 247,000.00          |
| 29278TLF5                           | 34           | ENERBANK USA                | 10/09/2019                  | 09/13/2023                  | 249,000.00          |
| 58404DFM8                           | 36           | MEDALLION BANK              | 10/10/2019                  | 10/12/2021                  | 249,000.00          |
| 59013KDM5                           | 47           | MERRICK BANK                | 10/18/2019                  | 10/18/2024                  | 249,000.00          |
| 61760AX53                           | 31           | MORGAN STANLEY PRIVATE BANK | 10/09/2019                  | 09/05/2024                  | 247,000.00          |
| 749622AP1                           | 43           | RIA FEDERAL CREDIT UNION    | 10/11/2019                  | 10/11/2023                  | 249,000.00          |
| 7954504D4                           | 33           | SALLIE MAE BANK             | 10/09/2019                  | 09/18/2024                  | 247,000.00          |
| <b>Subtotal</b>                     |              |                             |                             |                             | <b>1,737,000.00</b> |
| <b>Total Pending Redemptions</b>    |              |                             |                             |                             | <b>2,266,566.49</b> |



**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Activity By Type**  
**December 1, 2024 through December 31, 2024**

Page 1

| CUSIP                                                  | Investment # | Issuer              | Beginning<br>Balance | Stated<br>Rate | Transaction<br>Date | Purchases<br>or Deposits | Redemptions<br>or Withdrawals | Ending<br>Balance    |
|--------------------------------------------------------|--------------|---------------------|----------------------|----------------|---------------------|--------------------------|-------------------------------|----------------------|
| <b>Local Agency Investment Funds (Monthly Summary)</b> |              |                     |                      |                |                     |                          |                               |                      |
| SYS200                                                 | 200          | STATE OF CALIFORNIA |                      | 1.310          |                     | 15,000,000.00            | 0.00                          |                      |
|                                                        |              | <b>Subtotal</b>     | <b>51,373,872.25</b> |                |                     | <b>15,000,000.00</b>     | <b>0.00</b>                   | <b>66,373,872.25</b> |
| <b>Savings Accounts (Monthly Summary)</b>              |              |                     |                      |                |                     |                          |                               |                      |
|                                                        |              | <b>Subtotal</b>     | <b>6.38</b>          |                |                     |                          |                               | <b>6.38</b>          |
| <b>Checking Accounts (Monthly Summary)</b>             |              |                     |                      |                |                     |                          |                               |                      |
| 100                                                    | 100          | BANK OF THE WEST    |                      |                |                     | 0.00                     | 7,529,995.71                  |                      |
|                                                        |              | <b>Subtotal</b>     | <b>17,991,752.48</b> |                |                     | <b>0.00</b>              | <b>7,529,995.71</b>           | <b>10,461,756.77</b> |
| <b>Negotiable CDs</b>                                  |              |                     |                      |                |                     |                          |                               |                      |
|                                                        |              | <b>Subtotal</b>     | <b>248,000.00</b>    |                |                     |                          |                               | <b>248,000.00</b>    |
|                                                        |              | <b>Total</b>        | <b>69,613,631.11</b> |                |                     | <b>15,000,000.00</b>     | <b>7,529,995.71</b>           | <b>77,083,635.40</b> |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Activity Summary**  
**December 2023 through December 2024**

Page 1

| Month<br>End | Year | Number of<br>Securities | Total<br>Invested | Yield to Maturity |                   | Managed<br>Pool<br>Rate | Number<br>of Investments<br>Purchased | Number<br>of Investments<br>Redeemed | Average<br>Term | Average<br>Days to Maturity |
|--------------|------|-------------------------|-------------------|-------------------|-------------------|-------------------------|---------------------------------------|--------------------------------------|-----------------|-----------------------------|
|              |      |                         |                   | 360<br>Equivalent | 365<br>Equivalent |                         |                                       |                                      |                 |                             |
| December     | 2023 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 5                           |
| January      | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 5                           |
| February     | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 4                           |
| March        | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 4                           |
| April        | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 4                           |
| May          | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 3                           |
| June         | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 3                           |
| July         | 2024 | 8                       | 75,991,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 2                           |
| August       | 2024 | 8                       | 73,491,006.38     | 1.298             | 1.316             | 1.310                   | 0                                     | 0                                    | 25              | 2                           |
| September    | 2024 | 8                       | 69,997,006.38     | 1.294             | 1.312             | 1.310                   | 0                                     | 0                                    | 14              | 2                           |
| October      | 2024 | 6                       | 61,121,878.63     | 1.292             | 1.310             | 1.310                   | 0                                     | 0                                    | 8               | 2                           |
| November     | 2024 | 5                       | 51,621,878.63     | 1.292             | 1.310             | 1.310                   | 0                                     | 0                                    | 10              | 2                           |
| December     | 2024 | 5                       | 66,621,878.63     | 1.292             | 1.310             | 1.310                   | 0                                     | 0                                    | 8               | 1                           |
| Average      |      | 7                       | 71,598,592.28     | 1.296%            | 1.314%            | 1.310                   | 0                                     | 0                                    | 20              | 3                           |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Distribution of Investments By Type**  
**December 2023 through December 2024**

| Security Type                       | December<br>2023 | January<br>2024 | February<br>2024 | March<br>2024 | April<br>2024 | May<br>2024 | June<br>2024 | July<br>2024 | August<br>2024 | September<br>2024 | October<br>2024 | November<br>2024 | December<br>2024 | Average<br>by Period |
|-------------------------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------|------------------|------------------|----------------------|
| Certificates of Deposit - Bank      |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Certificates of Deposit - CU        |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Local Agency Investment Funds       | 98.7             | 98.7            | 98.7             | 98.7          | 98.7          | 98.7        | 98.7         | 98.7         | 98.7           | 99.3              | 99.6            | 99.5             | 99.6             | 98.9%                |
| Money Market Funds                  |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Commercial Paper Disc. -At Cost     |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Federal Agency Issues Disc.-At Cost |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Treasury Discounts -At Cost         |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Miscellaneous Discounts -At Cost    |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Savings Accounts                    |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Checking Accounts                   |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Negotiable CDs                      | 1.3              | 1.3             | 1.3              | 1.3           | 1.3           | 1.3         | 1.3          | 1.3          | 1.4            | 0.7               | 0.4             | 0.5              | 0.4              | 1.1%                 |

**CITY OF MONTEBELLO**  
**Portfolio Management**  
**Interest Earnings Summary**  
**December 31, 2024**

Page 1

December 31Month Ending

Fiscal Year To Date

|                                                 |                  |                   |
|-------------------------------------------------|------------------|-------------------|
| <b>CD/Coupon/Discount Investments:</b>          |                  |                   |
| Interest Collected                              | 0.00             | 0.00              |
| Plus Accrued Interest at End of Period          | 5,319.60         | 25,081.01         |
| Less Accrued Interest at Beginning of Period    | ( 5,050.93)      | ( 20,191.84)      |
| Less Accrued Interest at Purchase During Period | ( 0.00)          | ( 0.00)           |
|                                                 |                  |                   |
| Interest Earned during Period                   | 268.67           | 4,889.17          |
| Adjusted by Capital Gains or Losses             | 0.00             | 0.00              |
|                                                 |                  |                   |
| Earnings during Periods                         | 268.67           | 4,889.17          |
| <b>Pass Through Securities:</b>                 |                  |                   |
| Interest Collected                              | 0.00             | 0.00              |
| Plus Accrued Interest at End of Period          | 0.00             | 0.00              |
| Less Accrued Interest at Beginning of Period    | ( 0.00)          | ( 0.00)           |
| Less Accrued Interest at Purchase During Period | ( 0.00)          | ( 0.00)           |
|                                                 |                  |                   |
| Interest Earned during Period                   | 0.00             | 0.00              |
| Adjusted by Premiums and Discounts              | 0.00             | 0.00              |
| Adjusted by Capital Gains or Losses             | 0.00             | 0.00              |
|                                                 |                  |                   |
| Earnings during Periods                         | 0.00             | 0.00              |
| <b>Cash/Checking Accounts:</b>                  |                  |                   |
| Interest Collected                              | 0.00             | 0.00              |
| Plus Accrued Interest at End of Period          | 1,222,476.93     | 1,222,476.93      |
| Less Accrued Interest at Beginning of Period    | ( 1,161,370.27)  | ( 786,945.66)     |
|                                                 |                  |                   |
| Interest Earned during Period                   | 61,106.66        | 435,531.27        |
|                                                 |                  |                   |
| <b>Total Interest Earned during Period</b>      | <b>61,375.33</b> | <b>440,420.44</b> |
| <b>Total Capital Gains or Losses</b>            | <b>0.00</b>      | <b>0.00</b>       |
|                                                 |                  |                   |
| <b>Total Earnings during Period</b>             | <b>61,375.33</b> | <b>440,420.44</b> |

SUCCESSOR AGENCIES MTB  
Portfolio Management  
Portfolio Summary  
December 31, 2024

| Investments                                               | Par<br>Value | Market<br>Value | Book<br>Value | % of<br>Portfolio | Term | Days to<br>Maturity | YTM<br>360 Equiv. | YTM<br>365 Equiv. |
|-----------------------------------------------------------|--------------|-----------------|---------------|-------------------|------|---------------------|-------------------|-------------------|
| Local Agency Investment Funds                             | 3,161,236.07 | 3,161,236.07    | 3,161,236.07  | 100.00            | 1    | 1                   | 0.334             | 0.339             |
|                                                           | 3,161,236.07 | 3,161,236.07    | 3,161,236.07  | 100.00%           | 1    | 1                   | 0.334             | 0.339             |
| Investments                                               |              |                 |               |                   |      |                     |                   |                   |
| Cash                                                      |              |                 |               |                   |      |                     |                   |                   |
| Passbook/Checking<br>(not included in yield calculations) | 1,099,875.36 | 1,099,875.36    | 1,099,875.36  |                   | 1    | 1                   | 0.000             | 0.000             |
| Total Cash and Investments                                | 4,261,111.43 | 4,261,111.43    | 4,261,111.43  |                   | 1    | 1                   | 0.334             | 0.339             |

| Total Earnings           | December 31 | Month Ending | Fiscal Year To Date |
|--------------------------|-------------|--------------|---------------------|
| Current Year             |             | 910.18       | 5,357.28            |
| Average Daily Balance    |             | 4,260,473.26 | 4,885,901.86        |
| Effective Rate of Return |             | 0.25%        | 0.22%               |

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SUCCESSOR AGENCIES MTB  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2024

| CUSIP                         | Investment # | Issuer              | Average<br>Balance | Purchase<br>Date | Par Value    | Market Value | Book Value   | Stated<br>Rate | S&P | YTM<br>365 | Days to<br>Maturity | Maturity<br>Date |
|-------------------------------|--------------|---------------------|--------------------|------------------|--------------|--------------|--------------|----------------|-----|------------|---------------------|------------------|
| Local Agency Investment Funds |              |                     |                    |                  |              |              |              |                |     |            |                     |                  |
| SYS100                        | 100          | STATE OF CALIFORNIA |                    | 07/01/2019       | 3,161,236.07 | 3,161,236.07 | 3,161,236.07 | 0.339          |     | 0.339      | 1                   |                  |
| Subtotal and Average          |              |                     | 3,161,236.07       |                  | 3,161,236.07 | 3,161,236.07 | 3,161,236.07 |                |     | 0.339      | 1                   |                  |
| Total and Average             |              |                     | 4,260,473.26       |                  | 3,161,236.07 | 3,161,236.07 | 3,161,236.07 |                |     | 0.339      | 1                   |                  |



SUCCESSOR AGENCIES MTB  
Portfolio Management  
Portfolio Details - Cash  
December 31, 2024

| CUSIP                      | Investment # | Issuer           | Average<br>Balance | Purchase<br>Date | Par Value    | Market Value | Book Value   | Stated<br>Rate | S&P | YTM<br>365 | Days to<br>Maturity |
|----------------------------|--------------|------------------|--------------------|------------------|--------------|--------------|--------------|----------------|-----|------------|---------------------|
| Checking Accounts          |              |                  |                    |                  |              |              |              |                |     |            |                     |
| 200                        | 200          | BANK OF THE WEST |                    | 08/31/2019       | 1,099,875.36 | 1,099,875.36 | 1,099,875.36 |                |     | 0.000      | 1                   |
|                            |              | Average Balance  | 0.00               |                  |              |              |              |                |     |            | 1                   |
| Total Cash and Investments |              |                  | 4,260,473.26       |                  | 4,261,111.43 | 4,261,111.43 | 4,261,111.43 |                |     | 0.339      | 1                   |

**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Portfolio Details with Earnings - Investments**  
**December 31, 2024**

Page 1

| CUSIP                                | Investment # | Issuer | Average<br>Balance  | Purchase<br>Date | Par Value           | Market Value        | Book Value          | Current<br>Rate | Days To<br>Maturity | YTM          | Accrued<br>Interest | Unrealized<br>Gain/Loss | Maturity<br>Date |
|--------------------------------------|--------------|--------|---------------------|------------------|---------------------|---------------------|---------------------|-----------------|---------------------|--------------|---------------------|-------------------------|------------------|
| <b>Local Agency Investment Funds</b> |              |        |                     |                  |                     |                     |                     |                 |                     |              |                     |                         |                  |
| SYS100                               | 100          | LAIF   |                     | 07/01/2019       | 3,161,236.07        | 3,161,236.07        | 3,161,236.07        | 0.339           | 1                   | 0.339        | 43,785.65           | 0.00                    |                  |
| <b>Subtotal and Average</b>          |              |        | <b>3,161,236.07</b> |                  | <b>3,161,236.07</b> | <b>3,161,236.07</b> | <b>3,161,236.07</b> | <b>0.339</b>    | <b>1</b>            | <b>0.339</b> | <b>43,785.65</b>    | <b>0.00</b>             |                  |
| <b>Total and Average</b>             |              |        | <b>4,260,473.26</b> |                  | <b>3,161,236.07</b> | <b>3,161,236.07</b> | <b>3,161,236.07</b> | <b>0.339</b>    | <b>1</b>            | <b>0.339</b> | <b>43,785.65</b>    | <b>0.00</b>             |                  |

**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Portfolio Details with Earnings - Cash**  
**December 31, 2024**

Page 2

| CUSIP                      | Investment # | Issuer | Average<br>Balance | Purchase<br>Date | Par Value    | Market Value | Book Value   | Current<br>Rate | Days To<br>Maturity | YTM   | Accrued<br>Interest | Unrealized<br>Gain/Loss |
|----------------------------|--------------|--------|--------------------|------------------|--------------|--------------|--------------|-----------------|---------------------|-------|---------------------|-------------------------|
| <b>Checking Accounts</b>   |              |        |                    |                  |              |              |              |                 |                     |       |                     |                         |
| 200                        | 200          | BOFW   |                    | 08/31/2019       | 1,099,875.36 | 1,099,875.36 | 1,099,875.36 | 0.000           | 1                   | 0.000 | 0.00                | 0.00                    |
| Average Balance            |              |        | 0.00               |                  |              |              |              |                 |                     |       |                     |                         |
| Total Cash and Investments |              |        | 4,260,473.26       |                  | 4,261,111.43 | 4,261,111.43 | 4,261,111.43 | 0.251           | 1                   | 0.251 | 43,785.65           | 0.00                    |

**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Investment Status Report - Investments**  
**December 31, 2024**

Page 1

| CUSIP                                       | Investment # | Issuer | Par Value           | Stated Rate | Maturity Date | Purchase Date | YTM 360      | YTM 365      | Payment Dates     | Accrued Interest At Purchase | Current Principal   | Book Value          |
|---------------------------------------------|--------------|--------|---------------------|-------------|---------------|---------------|--------------|--------------|-------------------|------------------------------|---------------------|---------------------|
| <b>Local Agency Investment Funds</b>        |              |        |                     |             |               |               |              |              |                   |                              |                     |                     |
| SYS100                                      | 100          | LAIF   | 3,161,236.07        | 0.339       |               | 07/01/2019    | 0.334        | 0.339        | 07/15 - Quarterly |                              | 3,161,236.07        | 3,161,236.07        |
| <b>Local Agency Investment Funds Totals</b> |              |        | <b>3,161,236.07</b> |             |               |               | <b>0.334</b> | <b>0.339</b> |                   | <b>0.00</b>                  | <b>3,161,236.07</b> | <b>3,161,236.07</b> |
| <b>Investment Totals</b>                    |              |        | <b>3,161,236.07</b> |             |               |               | <b>0.334</b> | <b>0.339</b> |                   | <b>0.00</b>                  | <b>3,161,236.07</b> | <b>3,161,236.07</b> |

SUCCESSOR AGENCIES MTB  
Portfolio Management  
Investment Status Report - Cash  
December 31, 2024

| CUSIP                      | Investment # | Issuer | Par Value    | Stated<br>Rate | Maturity<br>Date | Purchase<br>Date | YTM<br>360 | YTM<br>365 | Payment<br>Dates | Accrued Interest<br>At Purchase | Current<br>Principal | Book Value   |
|----------------------------|--------------|--------|--------------|----------------|------------------|------------------|------------|------------|------------------|---------------------------------|----------------------|--------------|
| Checking Accounts          |              |        |              |                |                  |                  |            |            |                  |                                 |                      |              |
| 200                        | 200          | BOFW   | 1,099,875.36 |                |                  | 08/31/2019       | 0.000      | 0.000      | 09/30 - Monthly  |                                 | 1,099,875.36         | 1,099,875.36 |
| Cash Totals                |              |        | 1,099,875.36 |                |                  |                  |            |            |                  | 0.00                            | 1,099,875.36         | 1,099,875.36 |
| Total Cash and Investments |              |        | 4,261,111.43 |                |                  |                  | 0.334      | 0.339      |                  | 0.00                            | 4,261,111.43         | 4,261,111.43 |

**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Activity By Type**  
**December 1, 2024 through December 31, 2024**

Page 1

| CUSIP                                                  | Investment # | Issuer           | Beginning<br>Balance | Stated<br>Rate | Transaction<br>Date | Purchases<br>or Deposits | Redemptions<br>or Withdrawals | Ending<br>Balance   |
|--------------------------------------------------------|--------------|------------------|----------------------|----------------|---------------------|--------------------------|-------------------------------|---------------------|
| <b>Local Agency Investment Funds (Monthly Summary)</b> |              |                  |                      |                |                     |                          |                               |                     |
|                                                        |              | <b>Subtotal</b>  | <b>3,161,236.07</b>  |                |                     |                          |                               | <b>3,161,236.07</b> |
| <b>Checking Accounts (Monthly Summary)</b>             |              |                  |                      |                |                     |                          |                               |                     |
| 200                                                    | 200          | BANK OF THE WEST |                      |                |                     | 659.44                   | 0.00                          |                     |
|                                                        |              | <b>Subtotal</b>  | <b>1,099,215.92</b>  |                |                     | <b>659.44</b>            | <b>0.00</b>                   | <b>1,099,875.36</b> |
|                                                        |              | <b>Total</b>     | <b>4,260,451.99</b>  |                |                     | <b>659.44</b>            | <b>0.00</b>                   | <b>4,261,111.43</b> |



**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Activity Summary**  
**December 2023 through December 2024**

Page 1

| Month<br>End | Year | Number of<br>Securities | Total<br>Invested | Yield to Maturity |                   | Managed<br>Pool<br>Rate | Number<br>of Investments<br>Purchased | Number<br>of Investments<br>Redeemed | Average<br>Term | Average<br>Days to Maturity |
|--------------|------|-------------------------|-------------------|-------------------|-------------------|-------------------------|---------------------------------------|--------------------------------------|-----------------|-----------------------------|
|              |      |                         |                   | 360<br>Equivalent | 365<br>Equivalent |                         |                                       |                                      |                 |                             |
| December     | 2023 | 2                       | 14,496,757.87     | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| January      | 2024 | 2                       | 14,642,394.54     | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| February     | 2024 | 2                       | 14,642,394.54     | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| March        | 2024 | 2                       | 14,642,394.54     | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| April        | 2024 | 2                       | 3,057,844.89      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| May          | 2024 | 2                       | 3,057,844.89      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| June         | 2024 | 2                       | 3,057,844.89      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| July         | 2024 | 2                       | 3,124,242.88      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| August       | 2024 | 2                       | 3,124,242.88      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| September    | 2024 | 2                       | 3,124,242.88      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| October      | 2024 | 2                       | 3,161,236.07      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| November     | 2024 | 2                       | 3,161,236.07      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| December     | 2024 | 2                       | 3,161,236.07      | 0.334             | 0.339             | 0.339                   | 0                                     | 0                                    | 1               | 1                           |
| Average      |      | 2                       | 6,650,301.00      | 0.334%            | 0.339%            | 0.339                   | 0                                     | 0                                    | 1               | 1                           |

SUCCESSOR AGENCIES MTB  
Portfolio Management  
Distribution of Investments By Type  
December 2023 through December 2024

| Security Type                       | December<br>2023 | January<br>2024 | February<br>2024 | March<br>2024 | April<br>2024 | May<br>2024 | June<br>2024 | July<br>2024 | August<br>2024 | September<br>2024 | October<br>2024 | November<br>2024 | December<br>2024 | Average<br>by Period |
|-------------------------------------|------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------|------------------|------------------|----------------------|
| Certificates of Deposit - Bank      |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Certificates of Deposit - CU        |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Local Agency Investment Funds       | 100.0            | 100.0           | 100.0            | 100.0         | 100.0         | 100.0       | 100.0        | 100.0        | 100.0          | 100.0             | 100.0           | 100.0            | 100.0            | 100.0%               |
| Money Market Funds                  |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Federal Agency Issues Disc.-At Cost |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Treasury Discounts -At Cost         |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Savings Accounts                    |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |
| Checking Accounts                   |                  |                 |                  |               |               |             |              |              |                |                   |                 |                  |                  |                      |

**SUCCESSOR AGENCIES MTB**  
**Portfolio Management**  
**Interest Earnings Summary**  
**December 31, 2024**

Page 1

December 31Month Ending

Fiscal Year To Date

|                                                 |               |                 |
|-------------------------------------------------|---------------|-----------------|
| <b>CD/Coupon/Discount Investments:</b>          |               |                 |
| Interest Collected                              | 0.00          | 0.00            |
| Plus Accrued Interest at End of Period          | 0.00          | 0.00            |
| Less Accrued Interest at Beginning of Period    | ( 0.00)       | ( 0.00)         |
| Less Accrued Interest at Purchase During Period | ( 0.00)       | ( 0.00)         |
|                                                 |               |                 |
| Interest Earned during Period                   | 0.00          | 0.00            |
| Adjusted by Capital Gains or Losses             | 0.00          | 0.00            |
|                                                 |               |                 |
| Earnings during Periods                         | 0.00          | 0.00            |
| <b>Pass Through Securities:</b>                 |               |                 |
| Interest Collected                              | 0.00          | 0.00            |
| Plus Accrued Interest at End of Period          | 0.00          | 0.00            |
| Less Accrued Interest at Beginning of Period    | ( 0.00)       | ( 0.00)         |
| Less Accrued Interest at Purchase During Period | ( 0.00)       | ( 0.00)         |
|                                                 |               |                 |
| Interest Earned during Period                   | 0.00          | 0.00            |
| Adjusted by Premiums and Discounts              | 0.00          | 0.00            |
| Adjusted by Capital Gains or Losses             | 0.00          | 0.00            |
|                                                 |               |                 |
| Earnings during Periods                         | 0.00          | 0.00            |
| <b>Cash/Checking Accounts:</b>                  |               |                 |
| Interest Collected                              | 0.00          | 0.00            |
| Plus Accrued Interest at End of Period          | 43,785.65     | 43,785.65       |
| Less Accrued Interest at Beginning of Period    | ( 42,875.47)  | ( 38,428.37)    |
|                                                 |               |                 |
| Interest Earned during Period                   | 910.18        | 5,357.28        |
| <b>Total Interest Earned during Period</b>      |               |                 |
|                                                 | <b>910.18</b> | <b>5,357.28</b> |
| <b>Total Capital Gains or Losses</b>            |               |                 |
|                                                 | <b>0.00</b>   | <b>0.00</b>     |
| <b>Total Earnings during Period</b>             |               |                 |
|                                                 | <b>910.18</b> | <b>5,357.28</b> |



**ITEM # 16**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Michael Solorza, Director of Finance  
Joseph Palombi, Director of Planning & Community Development  
Cesar Roldan, Director of Public Works

**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4273 WITH OPENGOV, INC. FOR PERMITTING AND LICENSING SOFTWARE SOLUTION**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Authorize the City Manager to execute Professional Services Agreement No. 4273 with OpenGov, Inc. for cloud-based permitting and licensing software solutions provided by Vertosoft in the amount of \$101,930 annually for three (3) years with two (2) one-year renewal options, plus one-time implementation costs of \$86,800, for a total contract amount not to exceed \$393,590; and,
2. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$188,730 in Account No. 100-50-500-6010.40 (General Fund, Community Development, Administration, Machinery & Equipment – Computer Software); and,
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The total first-year cost for the OpenGov (Vertosoft) software will be \$188,730, which includes an annual software subscription fee of \$101,930 and one-time implementation costs of \$86,800 for software configuration, data migration, and staff training. The second and third years will require annual subscription payments of \$107,026 and \$112,377 respectively, which includes a 5% annual increase. The total three-year contract amount is \$393,590 (Attachment A).

The first year of the software and implementation expenses of \$188,730 require a budget amendment, increasing appropriations by that amount in Account No. 100-50-500-6010.40 (General Fund, Community Development, Administration, Machinery & Equipment – Computer Software). Future year costs will be incorporated into the

respective fiscal year operating budgets.

This purchase is being made through a co-operative agreement (Attachment B) through the OMNIA (National Cooperative Purchasing Alliance) purchasing cooperative program (of which Montebello is a member). The City's Municipal Code Section 3.20.050(F) allows for cooperative purchases:

*Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement.*

Specifically, the City will be utilizing Contract #01-165 "for software products and services with Vertosoft, LLC" (Attachment B). Vertosoft is the reseller of the software through OpenGov. This master agreement for software products and services was executed through a request for proposal (RFP Solicitation Number 07-23) completed in 2023 (Attachment C). Attachment D provides details on the Scope of Work of this project as well as information on how the new software will improve customer service and efficiency across multiple departments.

### **BACKGROUND/DISCUSSION:**

The City currently utilizes multiple systems and manual processes to manage permitting and licensing functions across departments, including a prior generation permit software and various paper-based workflows. This fragmented and technology-challenged approach has resulted in:

- Extended permit processing times due to manual routing and approvals
- Limited visibility across departments on permit status and history
- Inability for residents and businesses to apply and pay for permits online
- Inefficient inspection scheduling and tracking
- Challenges in accessing historical permit data
- Time-consuming reporting and data compilation

The Community Development and Public Works Departments would benefit from the implementation of a software solution to address these challenges. Specifically, permit issuance by Public Works and the Building Division in Community Development as well as plan checks conducted by the Building Division will have improved processes through use of the OpenGov software solution (Attachment D). Most importantly, residents will have an improved ability to conduct on-line transactions. This ability improves customer service and increases administrative efficiency in both departments, adding to the "business friendly" culture cultivated by the Community Development and Public Works Departments.

Specifically, Public Works encroachment right-of-way permits require operational control and oversight of scheduling to ensure that City-sponsored projects, private construction projects, and other public agency projects do not conflict with each other. Access to general information for reporting purposes on the different types of permits that may be

required including, though not limited to, the National Pollutant Discharge Elimination System (NPDES) Municipal Storm Sewer System (MS4) permits, NPDES Construction General permits, Clean Water Act Section 401 Certification and Section 404 permits, and other general permits are of the utmost importance.

The ability to access the database and format the necessary information is possible through this software application. It provides an initial framework Public Works staff can refer to when presented with project opportunities and challenges. The current antiquated and manual system does not allow staff to access pertinent information and is quite inefficient and ineffective.

Recognizing the importance of an efficient and customer-friendly process for development reviews and permitting, and after extensive evaluation, staff recommend implementing OpenGov's Permitting and Licensing solution to address the many challenges currently faced by Public Works and Community Development staff. OpenGov is a leading provider of cloud software for local government, currently serving over 1,800 public agencies including numerous California cities such as Los Angeles, Bell, El Segundo, and Cypress. In addition, Montebello has been utilizing OpenGov's budget software solution for almost six years. OpenGov's budget solution has provided an improved ability to run financial reports, lead to the creation and publication of financial reports posted on the City's website, and improved the ability of Finance and departmental staff to monitor the City's finances with improved reporting and budget creation abilities.

The proposed OpenGov Permitting and Licensing solution will provide:

1. A centralized online portal for all city permits and licenses, accessible to the public
2. Creation of the Montebello Access Portal ("MAP") to provide a public interface where zoning and permitting information would be shared with the public for enhanced transparency and efficiency
3. Automated workflow routing and approvals across departments
4. Mobile inspection capabilities
5. Integration with GIS and financial systems
6. Comprehensive reporting and analytics
7. Historical data migration from existing systems
8. Unlimited user licenses for staff

OpenGov's proposal (Attachment D) was evaluated through the OMNIA cooperative purchasing program, of which the City is a member. This cooperative agreement ensures competitive pricing and streamlined procurement while meeting all applicable purchasing requirements (Attachments B and C). The proposed agreement (Attachment E) includes:

- Annual subscription for unlimited users
- All software modules and integrations
- Implementation services and staff training
- Data migration from existing systems
- Premium technical support
- Regular software updates and enhancements



## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 4 of 4

Staff anticipates significant operational benefits including:

- Reduced staff time on manual processes
- Improved interdepartmental coordination
- Enhanced customer service through online self-service
- Better data access and reporting capabilities
- Increased revenue through more efficient processing

Implementation is expected to take six to nine months and includes comprehensive staff training and ongoing technical support. The solution is expected to reduce permit processing times by 25-50% while improving service delivery to residents and businesses. The Scope of Work provided by OpenGov (Attachment D) provides extensive details on the new software and the implementation plan and timeline.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommend authorizing the City Manager to execute Professional Services Agreement No. 4273 (Attachment E) with OpenGov, Inc for cloud-based permitting and licensing software provided by Vertosoft. The three-year agreement includes annual subscription fees starting at \$101,930 plus one-time implementation costs of \$86,800, for a total contract amount not to exceed \$393,590 over the initial three-year term (Attachment A). The recommended actions include amending the Fiscal Year 2024-25 budget by increasing appropriations by \$188,730 in Account No. 100-50-500-6010.40 (General Fund, Community Development, Administration, Machinery & Equipment – Computer Software). This investment will modernize the City's permitting processes, improve interdepartmental coordination, and enhance service delivery to the community.

### **ATTACHMENT(S)**

1. ATTACHMENT A - OpenGov Software Quote for City of Montebello CA, 02\_2025
2. ATTACHMENT B - OMNIA Contract No. 01-165 Vertosoft\_Response, 05\_2023
3. ATTACHMENT C - RFP 07-23\_Software\_Products\_and\_Services
4. ATTACHMENT D - OpenGov Permitting Scope of Work
5. ATTACHMENT E - Agr. No. 4273 - Vertosoft LLC
6. ATTACHMENT F - OpenGov\_EULA, Final



1602 Village Market Blvd SE, Suite 320  
Leesburg, VA20175 USA

**Cage Code:** 7QV38  
**UEI Number** Y7D5MXRU2839  
**DUNS#** 080431574  
**Federal Tax ID:** 81-3911287  
**Business Size:** Small Business

**Date:** 1/23/2025, 5:48 PM

**Phone:** 571 707-4130  
**Fax:** 571-291-4119  
**Email:** sales@vertosoft.com

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for City of Montebello, CA

**Contract:** NCPA - OMNIA 01-165

**Quote #:** Q-09826  
**Expires On:** 2/17/2025

**Ship To**  
City of Montebello, CA  
Michael Solorza  
msolorza@montebelloc.gov

**Quote For:**  
**Name:** Michael Solorza  
**Company:** City of Montebello, CA  
**Email:** msolorza@montebelloc.gov  
**Phone:**

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD        | VERTOSOFT CUST ID | SUPPLIER REF # |
|---------------|-----------------|-----------------------|-------------------|----------------|
| Net 30        | Electronic      | Check/ACH/Credit Card |                   |                |

### Group1

| PART #                 | DESCRIPTION                                                                 | START DATE | END DATE  | QTY    | UNIT PRICE   | EXTENDED            |
|------------------------|-----------------------------------------------------------------------------|------------|-----------|--------|--------------|---------------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y | 2/15/2025  | 2/14/2026 | 1.00   | \$101,930.00 | \$101,930.00        |
| OG-PSBG-B200300M-OT-0Y | Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y | 2/15/2025  | 2/14/2026 | 434.00 | \$200.00     | \$86,800.00         |
| <b>Group1 TOTAL:</b>   |                                                                             |            |           |        |              | <b>\$188,730.00</b> |

## Group2

| PART #                 | DESCRIPTION                                                                 | START DATE | END DATE  | QTY  | UNIT PRICE   | EXTENDED     |
|------------------------|-----------------------------------------------------------------------------|------------|-----------|------|--------------|--------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y | 2/15/2026  | 2/14/2027 | 1.00 | \$107,026.51 | \$107,026.51 |
| <b>Group2 TOTAL:</b>   |                                                                             |            |           |      |              | \$107,026.51 |

## Group3

| PART #                 | DESCRIPTION                                                                 | START DATE | END DATE  | QTY  | UNIT PRICE   | EXTENDED     |
|------------------------|-----------------------------------------------------------------------------|------------|-----------|------|--------------|--------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y | 2/15/2027  | 2/14/2028 | 1.00 | \$112,377.83 | \$112,377.83 |
| <b>Group3 TOTAL:</b>   |                                                                             |            |           |      |              | \$112,377.83 |

|                            |
|----------------------------|
| <b>TOTAL:</b> \$188,730.00 |
|----------------------------|

## Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Region 14 ESC  
**Contract # 01-165**  
*for*  
Software Products and Services  
*with*  
**Vertosoft, LLC**  
  
Effective: May 1, 2023



**RFP Response**

**for**

**Software Products and Services**

07-23

Presented by:



Vertosoft LLC  
1602 Village Market Blvd. #320  
Leesburg, VA 20175

**DUNS# 080431574 & Cage Code: 7QV38**  
**GSA Contract # GS-35F-688GA**  
Certified Small Business Concern  
Federal Tax ID: 81-3911287

Chet Hayes  
Chief Technology Officer  
571.707.4137  
chet@vertosoft.com

[www.vertosoft.com](http://www.vertosoft.com)

03/23/2022

## Table of Contents

|                                                 |    |
|-------------------------------------------------|----|
| Tab 1 – Master Agreement / Signature Form ..... | 1  |
| Tab 2 – NCPA Administration Agreement.....      | 11 |
| Tab 3 – Vendor Questionnaire.....               | 15 |
| Tab 4 – Vendor Profile .....                    | 18 |
| Tab 5 – Products and Services / Scope .....     | 26 |
| Tab 6 – References.....                         | 37 |
| Tab 7 – Pricing.....                            | 40 |
| Tab 8 – Value Added Products and Services.....  | 41 |
| Tab 9 – Required Documents .....                | 43 |



## **Tab 1 – Master Agreement / Signature Form**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

#### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

---

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

### **Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

### **Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

### **Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

### **Safety**

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Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

### **Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

### **Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

### **Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

### **Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

### **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

### **Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

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- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.



### **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

### **Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

### **Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

### **NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

### **Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

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Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

### **Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

### **Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

### **Pricing (40 points)**

#### Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## **SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

|                                       |                          |       |
|---------------------------------------|--------------------------|-------|
| Vertosoft LLC                         |                          |       |
| Company Name                          |                          |       |
| 1602 Village Market Blvd SE Suite 320 |                          |       |
| Address                               |                          |       |
| Leesburg                              | VA                       | 20175 |
| City                                  | State                    | Zip   |
| 571.707.4137                          |                          |       |
| Telephone Number                      | Fax Number               |       |
| chet@vertosoft.com                    |                          |       |
| Email Address                         |                          |       |
| Chet Hayes                            | Chief Technology Officer |       |
| Printed Name                          | Position                 |       |
| <i>Chet Hayes</i>                     |                          |       |
| Authorized Signature                  |                          |       |

**Tab 2 – NCPA Administration Agreement**

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Vertosoft LLC ("Vendor").

**Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

**General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

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Software Products and Services  
Vertosoft Response

07-23  
03/23/2023

### Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
|             |          |       |             |             |
|             |          |       |             |             |
|             |          |       |             |             |

Total \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| Annual Sales Through Contract | Administrative Fee |
|-------------------------------|--------------------|
| 0 - \$30,000,000              | 2%                 |
| \$30,000,001 - \$50,000,000   | 1.5%               |
| \$50,000,001+                 | 1%                 |

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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Software Products and Services  
Vertosoft Response

07-23  
03/23/2023

### ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance  
Organization

Vertosoft LLC  
Vendor Name

Sarah Vavra  
Name

Chet Hayes  
Name

Sr. Vice President, Public Sector Contracting  
Title

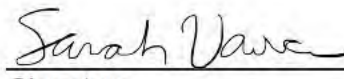
Chief Technology Officer  
Title

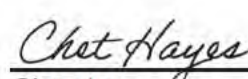
5001 Aspen Grove  
Address

1602 Village Market Blvd SE Suite 320  
Address

Franklin, TN 37067  
Address

Leesburg, VA 20175  
Address

  
Signature

  
Signature

May 1, 2023  
Date

03/22/2023  
Date

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.





### Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

#### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

|                                                                  |               |                |                |
|------------------------------------------------------------------|---------------|----------------|----------------|
| <b>X All 50 States &amp; District of Columbia</b>                |               |                |                |
| <b>(Selecting this box is equal to checking all boxes below)</b> |               |                |                |
| Alabama                                                          | Illinois      | Montana        | Rhode Island   |
| Alaska                                                           | Indiana       | Nebraska       | South Carolina |
| Arizona                                                          | Iowa          | Nevada         | South Dakota   |
| Arkansas                                                         | Kansas        | New Hampshire  | Tennessee      |
| California                                                       | Massachusetts | New Jersey     | Texas          |
| Colorado                                                         | Michigan      | New Mexico     | Utah           |
| Connecticut                                                      | Minnesota     | New York       | Vermont        |
| Delaware                                                         | Mississippi   | North Carolina | Virginia       |
| D.C.                                                             | Missouri      | North Dakota   | Washington     |
| Florida                                                          | Kentucky      | Ohio           | West Virginia  |
| Georgia                                                          | Louisiana     | Oklahoma       | Wisconsin      |
| Hawaii                                                           | Maine         | Oregon         | Wyoming        |
| Idaho                                                            | Maryland      | Pennsylvania   |                |

|                                                                  |                        |
|------------------------------------------------------------------|------------------------|
| <b>X All U.S. Territories and Outlying Areas</b>                 |                        |
| <b>(Selecting this box is equal to checking all boxes below)</b> |                        |
| American Samoa                                                   | Northern Marina Island |
| Federated States of Micronesia                                   | Puerto Rico            |
| Guam                                                             | U.S. Virgin Islands    |
| Midway Islands                                                   |                        |

|                                                                  |                       |
|------------------------------------------------------------------|-----------------------|
| <b>X All Canada Provinces and Territories</b>                    |                       |
| <b>(Selecting this box is equal to checking all boxes below)</b> |                       |
| Alberta                                                          | Prince Edward Island  |
| British Columbia                                                 | Quebec                |
| Manitoba                                                         | Saskatchewan          |
| New Brunswick                                                    | Northwest Territories |
| Newfoundland and Labrador                                        | Nunavut               |
| Nova Scotia                                                      | Yukon                 |
| Ontario                                                          |                       |

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes      ☐ Maybe      ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes      ☐ Maybe      ☒ No

**Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an MWBE or HUB certified.

|                                                                                                                                              |                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Minority/Women Business Enterprise<br>Respondent Certifies that this firm a Minority /<br>Women Business Enterprise | <input type="checkbox"/> Historically Underutilized Business<br>Respondent Certifies that this firm is a<br>Historically Underutilized Business |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

**Small Business, MWBE and HUB Growth**

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has been convicted of a felony

### Distribution Channel

Which best describes your company's position in the distribution channel:

- |                                                            |                                                                             |
|------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Manufacturer Direct               | <input checked="" type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marking through reseller              |
| <input type="checkbox"/> Value-added reseller              | <input type="checkbox"/> Other:                                             |

### Processing Contact Information

Contact Person: Jay Colavita  
Title: President  
Company: Vertosoft  
Address: 1602 Village Market Blvd. SE Suite 320  
City/State/Zip: Leesburg, VA 20175  
Phone: 703.568.4703  
Email: contracts@vertosoft.com

### Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

## Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

Vertosoft LLC

- *Brief history of your company, including the year it was established.*

Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

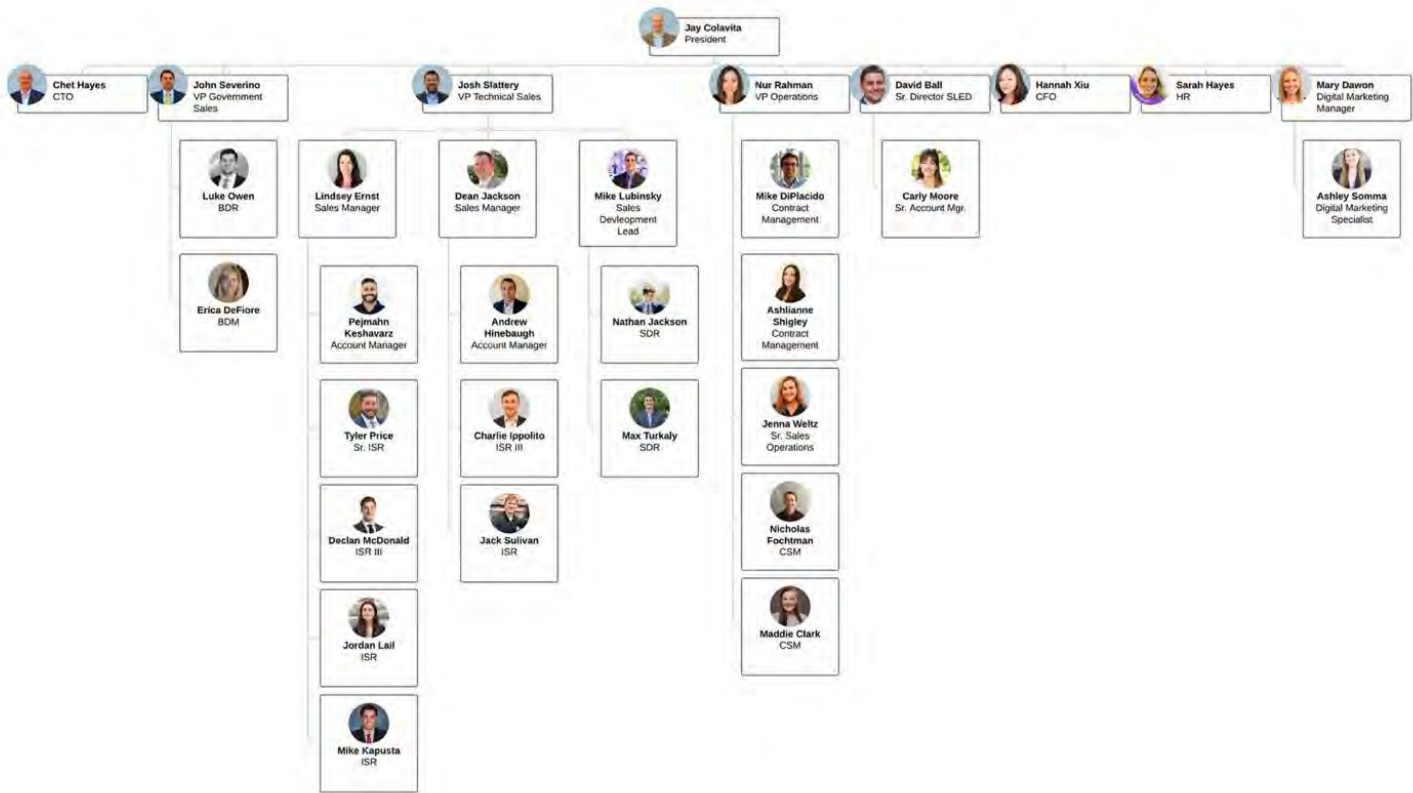
- *Company's Dun & Bradstreet (D&B) number.*

080431574

[REST OF PAGE INTENTIONALLY BLANK]



- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

- o *List the number of sales and services offices for states being bid in solicitation.*

Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

- o *List the names of key contacts at each with title, address, phone and e-mail address.*

Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

#### i. Executive Support

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Jay Colavita, President  
[jay@vertosoft.com](mailto:jay@vertosoft.com)  
703.568.4703

ii. **Marketing**

Mary Dawson  
[mary@vertosoft.com](mailto:mary@vertosoft.com)  
703.298.5052

iii. **Sales**

Josh Slattery, VP of Technology Sales  
[josh@vertosoft.com](mailto:josh@vertosoft.com)  
703.915.7856

iv. **Sales Support**

Nur Rahman, Director of Operations  
[nur@vertosoft.com](mailto:nur@vertosoft.com)  
571.355.5347

v. **Financial Reporting**

Michael DiPlacido, Government Contract Manager  
[michael@vertosoft.com](mailto:michael@vertosoft.com)  
484.620.4567

vi. **Accounts Payable**

Hannah Xiu, Chief Financial Officer  
[hannah@vertosoft.com](mailto:hannah@vertosoft.com)  
571.216.2502

vii. **Contracts**

Michael DiPlacido, Government Contract Manager  
[michael@vertosoft.com](mailto:michael@vertosoft.com)  
484.620.4567

- *Define your standard terms of payment.*

Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
  - o *Cities / Counties*
  - o *K-12*
  - o *Higher Education*
  - o *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our public sector customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

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the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

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entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*
  - o *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
  - o *Describe your organizations' anti-discrimination policy.*

As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:

- Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
- Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
- Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
  - o **Recruitment and selection**—Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
  - o **Promotion**—Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
  - o **Transfers**—When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
  - o **Terminations**—When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.



- **Vendor Certifications (if applicable)**
  - o *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



## Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.

### Software

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|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.</p>                                                                                                                                                                                                                                                                  |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.</p> |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access</p>                                                                                                                                                                                                                                                                                                          |

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|                                                                                     | <p>management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments.</p> <p>With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.</p>                                                                      |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</b></p> <p>Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.</p>                                                                                                                                     |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Communication Software</b></p> <p>Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.</p> |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and</p>                                                                                                                                                                                                                                                                                                                                                                              |

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|                                                                                     | secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.</p>                                                                             |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.</p> |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                                                                     | <p>Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.</p>                                                                                                         |
|   | <p><b>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</b></p> <p>EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.</p>                                                                                                                                                                   |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni</p> |

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|                                                                                     | with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.</p>                                                                                                                                                                                                                                                                                             |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</b></p> <p>Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).</p>                                                                                                                                                                                                                                                        |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software</b></p> <p>HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.</p> |



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|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b></p> <p>iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.</p> |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Educational Software</b></p> <p>77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.</p>                                               |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.</p>                                                                                                                                                                                                                    |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, System Software</b></p> <p>MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection &amp; DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time</p>                                                                                                           |

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|                                                                                     | online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.                                                                                                                                                                                                                                                                           |
|    | <b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b><br><br>OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.                                        |
|    | <b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b><br><br>PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.                                                                                                                                                                                                                                                                             |
|  | <b>Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development</b><br><br>Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions. |
|  | <b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b><br><br>Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with                                         |

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|                                                                                     | SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.</p> |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b></p> <p>Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|                                                                                     | modules to expedite audits, monitor operations, and find fraud, waste, and abuse.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.</p> |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Training</b></p> <p>Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.</p>                                                                                                            |
|  | <p><b>Software, Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.</p>                                                                                                                                                                                                                                                                                                                                                                                                     |

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|    | <p><b>Software, Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights.</p> <p>Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.</p>         |
|   | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities.</p> <p>We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.</p>                                                                                                                                                                                                               |
|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></p> <p>Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise.</p> <p>Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.</p> |

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|  | <p><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></p> <p>Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.</p> |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Services

| Category                    | Services                                                            |
|-----------------------------|---------------------------------------------------------------------|
| Financial                   | Reporting Automation - Comprehensive Annual Financial Report (CAFR) |
| Financial                   | Reporting Automation – Financial Statements                         |
| Financial                   | Reporting Automation – Budget Book                                  |
| Financial                   | Reporting Automation – Budget Simulations                           |
| Financial                   | Accounting Automation – Automated Reconciliations                   |
| Financial                   | Accounting Automation – Robotic Process Automation                  |
| Cloud                       | Managed Cloud Services                                              |
| Cloud                       | Cloud Governance – Compliance, Financial Management                 |
| Cloud                       | Application Modernization                                           |
| Cloud                       | Cloud Readiness Advisory                                            |
| Machine Learning            | App Accelerators                                                    |
| Machine Learning            | Data Operations Pipeline                                            |
| Machine Learning            | Enhanced Robotic Process Automation – BOT development               |
| Cybersecurity               | Software Bill of Materials (SBOM) creation                          |
| Cybersecurity               | Secure software supply chain risk management                        |
| Financial Service Offerings | Fair Market Value Lease                                             |
| Financial Service Offerings | Purchase Option Lease                                               |
| Financial Service Offerings | Payment Agreements                                                  |
| Financial Service Offerings | Direct and Indirect Financing                                       |

## Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.



## Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

## **Tab 7 – Pricing**

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

## **Tab 8 – Value Added Products and Services**

### **Presales Engineering Talent**

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

### **Quality and Responsiveness**

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

### **Dedicated Customer Success Management Team**

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

## **Marketing and Training**

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

## **Secure Software Supply Chain**

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

## **Minority and Women Business Enterprise (MWBE) and HUB Participation**

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

## **Government Financing and Structured Payment Plans**

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

## **Tab 9 – Required Documents**

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## FEDERAL FUNDS CERTIFICATIONS

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- o No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## FEDERAL REQUIRED SIGNATURES

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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

|                      |                                              |
|----------------------|----------------------------------------------|
| Offeror              | <u>Vertosoft LLC</u>                         |
| Address              | <u>1602 Village Market Blvd SE Suite 320</u> |
| City/State/Zip       | <u>Leesburg, VA 20175</u>                    |
| Authorized Signature | <u><i>Chet Hayes</i></u>                     |
| Date                 | <u>03/22/2023</u>                            |



## ANTITRUST CERTIFICATION STATEMENTS

### TEXAS GOVERNMENT CODE § 2155.005

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Vertosoft LLC

Address 1602 Village Market Blvd SE Suite 320

City/State/Zip Leesburg, VA 20175

Telephone Number 571.707.4137

Fax Number

Email Address chet@vertosoft.com

Printed Name Chet Hayes

Title Chief Technology Officer

Authorized Signature *Chet Hayes*

## STATE NOTICE ADDENDUM

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



**REQUEST FOR PROPOSAL (RFP) FOR  
Software Products and Services**

**SOLICITATION NUMBER  
07-23**

**PUBLICATION DATE  
February 7<sup>th</sup>, 2023**



Competitive Solicitation by  
Region 14 Education Service Center  
for  
Software Products and Services  
on behalf of itself and other Government Agencies  
and made available through the  
National Cooperative Purchasing Alliance  
RFP # 07-23

## **NOTICE TO RESPONDENT:**

Submittal Deadline:

Thursday, March 23<sup>rd</sup>, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than March 16<sup>th</sup>, 2023. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software Products and Services, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

## INTRODUCTION/SCOPE

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Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software Products and Services.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# INSTRUCTIONS TO RESPONDENTS

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## Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.

## Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

## Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 – References
- Tab 7 – Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents



## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.



**Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

**Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

**Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

**Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

**NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

**Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

**Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price Lists**

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

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Company Name

---

Address

---

City

State

Zip

---

Telephone Number

---

Fax Number

---

Email Address

---

Printed Name

---

Position

---

Authorized Signature

## TAB 2

### NCPA ADMINISTRATION AGREEMENT

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and \_\_\_\_\_ ("Vendor").

#### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

### **Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| <b>Entity Name</b> | <b>Zip Code</b> | <b>State</b> | <b>PO or Job #</b> | <b>Sale Amount</b> |
|--------------------|-----------------|--------------|--------------------|--------------------|
|                    |                 |              |                    |                    |
|                    |                 |              |                    |                    |
|                    |                 |              |                    |                    |

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <b>Annual Sales Through Contract</b> | <b>Administrative Fee</b> |
|--------------------------------------|---------------------------|
| 0 - \$30,000,000                     | 2%                        |
| \$30,000,001 - \$50,000,000          | 1.5%                      |
| \$50,000,001+                        | 1%                        |

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TAB 3

### VENDOR QUESTIONNAIRE

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

#### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

|                                                                                                                                       |                                        |                                         |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> <b>All 50 States &amp; District of Columbia</b><br>(Selecting this box is equal to checking all boxes below) |                                        |                                         |                                         |
| <input type="checkbox"/> Alabama                                                                                                      | <input type="checkbox"/> Illinois      | <input type="checkbox"/> Montana        | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Alaska                                                                                                       | <input type="checkbox"/> Indiana       | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona                                                                                                      | <input type="checkbox"/> Iowa          | <input type="checkbox"/> Nevada         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arkansas                                                                                                     | <input type="checkbox"/> Kansas        | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> California                                                                                                   | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Colorado                                                                                                     | <input type="checkbox"/> Michigan      | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Connecticut                                                                                                  | <input type="checkbox"/> Minnesota     | <input type="checkbox"/> New York       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Delaware                                                                                                     | <input type="checkbox"/> Mississippi   | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> D.C.                                                                                                         | <input type="checkbox"/> Missouri      | <input type="checkbox"/> North Dakota   | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Florida                                                                                                      | <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Ohio           | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Georgia                                                                                                      | <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Oklahoma       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Hawaii                                                                                                       | <input type="checkbox"/> Maine         | <input type="checkbox"/> Oregon         | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Idaho                                                                                                        | <input type="checkbox"/> Maryland      | <input type="checkbox"/> Pennsylvania   |                                         |

|                                                                                                                                      |                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b><br>(Selecting this box is equal to checking all boxes below) |                                                 |
| <input type="checkbox"/> American Samoa                                                                                              | <input type="checkbox"/> Northern Marina Island |
| <input type="checkbox"/> Federated States of Micronesia                                                                              | <input type="checkbox"/> Puerto Rico            |
| <input type="checkbox"/> Guam                                                                                                        | <input type="checkbox"/> U.S. Virgin Islands    |

|                                                                                                                                   |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Midway Islands                                                                                           |                                                |
| <input type="checkbox"/> <b>All Canada Provinces and Territories</b><br>(Selecting this box is equal to checking all boxes below) |                                                |
| <input type="checkbox"/> Alberta                                                                                                  | <input type="checkbox"/> Prince Edward Island  |
| <input type="checkbox"/> British Columbia                                                                                         | <input type="checkbox"/> Quebec                |
| <input type="checkbox"/> Manitoba                                                                                                 | <input type="checkbox"/> Saskatchewan          |
| <input type="checkbox"/> New Brunswick                                                                                            | <input type="checkbox"/> Northwest Territories |
| <input type="checkbox"/> Newfoundland and Labrador                                                                                | <input type="checkbox"/> Nunavut               |
| <input type="checkbox"/> Nova Scotia                                                                                              | <input type="checkbox"/> Yukon                 |
| <input type="checkbox"/> Ontario                                                                                                  |                                                |

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes      ☐ Maybe      ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes      ☐ Maybe      ☐ No

### Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise  
Respondent Certifies that this firm  
a Minority / Women Business Enterprise

☐ Historically Underutilized Business  
Respondent Certifies that this firm is a  
Historically Underutilized Business

### Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

**Distribution Channel**

Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: \_\_\_\_\_

**Processing Contact Information**

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes      ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes      ☐ No

**Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing.

| Cooperative/State Agency | Discount Offered | Expires | Annual Sales Volume |
|--------------------------|------------------|---------|---------------------|
|                          |                  |         |                     |
|                          |                  |         |                     |
|                          |                  |         |                     |
|                          |                  |         |                     |
|                          |                  |         |                     |

## TAB 4

### VENDOR PROFILE

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Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
  - \$ \_\_\_\_\_ in year one
  - \$ \_\_\_\_\_ in year two
  - \$ \_\_\_\_\_ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.
- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



## **TAB 5**

### **PRODUCTS AND SERVICES**

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

#### **Products**

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

#### **Construction**

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Software Products and Services categories. List all categories along with manufacturer that you are responding with:

Software Portfolio Management

Commercial off-the-shelf or commercially available off-the-shelf (COTS)

System Software:

- Software for desktop computers, laptops, and tablets
- Software for smartphones

Application Software:

- Database Software
- Word Processing Software
- Spreadsheet Software
- Presentation Software
- Multimedia Software
- Enterprise Software

- Customer Relationship Management (CRM) software
- Project Management tools
- Marketing Automation tools
- Enterprise Resource Planning (ERP) software
- Treasury Management System (TMS) software
- Business Intelligence (BI) software
- Information Worker Software:
  - Documentation tools
  - Resource Management tools
- Communication Software
- Educational Software
- Simulation Software: Flight and scientific simulators
- Content Access Software
- Application Suites
- Software for Engineering and Product Development
- Email Software

Database Software

Driver Software

- Graphic Cards, Network Cards, Peripherals

Security Software

Programming Software

Software as a Service applications

Industrial Automation Software

Game engines

Software Procurement Services

Software Asset Management & Compliance

Firmware

Test Prep Services

Training

Implementation Services

Integration Services

## **TAB 6**

### **REFERENCES**

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Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

## **TAB 7**

### **PRICING**

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Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

**TAB 8**  
**VALUE ADDED PRODUCTS AND SERVICES**

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Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## **TAB 9**

### **REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## FEDERAL FUNDS CERTIFICATIONS

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees



to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **FEDERAL REQUIRED SIGNATURES**

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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ANTITRUST CERTIFICATION STATEMENTS**

### **TEXAS GOVERNMENT CODE § 2155.005**

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## STATE NOTICE ADDENDUM

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>





# Statement of Work

City of Montebello, CA

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Created by: Dean Simpson

## Table of Contents

|                                                                                  |    |
|----------------------------------------------------------------------------------|----|
| OpenGov Statement of Work                                                        | 4  |
| 1. Project Scope                                                                 | 4  |
| 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms | 4  |
| 3. Project Delivery                                                              | 4  |
| 4. Project Understanding                                                         | 4  |
| 5. OpenGov Responsibilities                                                      | 5  |
| 6. Project Tracking and Reporting                                                | 5  |
| 7. Communication and Escalation Procedure                                        | 6  |
| 8. Opengov Implementation Methodology                                            | 6  |
| 8.1. Initiate                                                                    | 7  |
| 8.2. Validate                                                                    | 7  |
| 8.3. Configure                                                                   | 7  |
| 8.5. Launch                                                                      | 7  |
| 9 . Customer Responsibilities                                                    | 8  |
| 10. Customer's Project Manager                                                   | 8  |
| 11. Acceptance Procedure                                                         | 8  |
| 12. Estimated Schedule                                                           | 9  |
| 13. Illustrative Project Timelines                                               | 9  |
| 14. Change Order Process                                                         | 10 |
| Exhibit 1: Implementation Activities                                             | 11 |
| Permitting & Licensing                                                           | 11 |
| Initiate                                                                         | 11 |
| Validate                                                                         | 11 |
| Configure                                                                        | 12 |
| Train                                                                            | 15 |
| Launch                                                                           | 16 |
| Exhibit 2: Technical Requirements                                                | 17 |
| Permitting & Licensing Technical Requirements                                    | 17 |

# OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Montebello, CA ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

## 1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

## 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

## 3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer's facility. Customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed \$2,600. Written approval is required for any expenses above the estimate.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

## 4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

## 5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

## 6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

## 7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

### 7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

### 7.3. Escalation Process

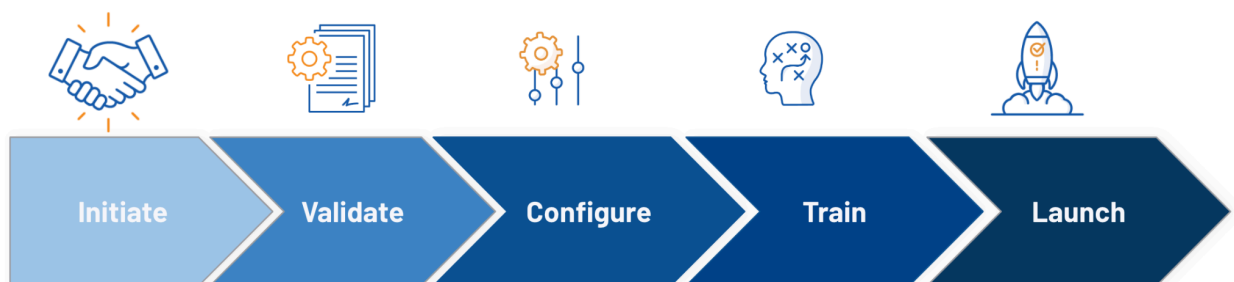
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

## 8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

#### 8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

#### 8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

#### 8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

#### 8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

#### 8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

## 9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

## 10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

## 11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all



Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

## 12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

## 13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

| Phase     | Deliverable                              | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 |
|-----------|------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Initiate  | Project Preparation and Kick Off         |         |         |         |         |         |         |         |         |
| Validate  | Requirements Matrix, Validation Workshop |         |         |         |         |         |         |         |         |
| Configure | Record Type 1-2                          |         |         |         |         |         |         |         |         |
|           | Record Type 3-4                          |         |         |         |         |         |         |         |         |
|           | Record Type 5-7                          |         |         |         |         |         |         |         |         |
|           | Data Migration                           |         |         |         |         |         |         |         |         |
| Train     | Integrations                             |         |         |         |         |         |         |         |         |
|           | Administrator Training                   |         |         |         |         |         |         |         |         |
| Launch    | End User Training                        |         |         |         |         |         |         |         |         |
|           | Go Live, HyperAdoption, Project Closure  |         |         |         |         |         |         |         |         |

## 14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

# Exhibit 1: Implementation Activities

## Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Public Works: Right-of-Way Permits, Waste/Water Management, etc

## Initiate

### Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

### Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

## Validate

### Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - o Review deliverables

- o Review technical requirements
- o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

## **Configure**

### **Record Types Deliverables**

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

Two (2) record types from the following list:

- Residential Building Permit
- Commercial Building Permit

Planning and Zoning Service Area

One (1) record types from the following list:

- Internal Planning Record Type

Public Works Service Area

Four (4) record types from the following list:

- Encroachment Permit
- Street Works Permit
- Oversize Load Permit
- Roll-off Bin Permit

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

### **Data Deliverables**

## Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

## ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

## GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

## Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

## Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

## State Contractor Integration

OpenGov will:

- Integrate with the California licensed professional dataset for use within OpenGov.

#### Completion Criteria

- Customer sign-off on the State Contractor Integration.

### Bluebeam Studio Prime Integration

#### OpenGov will:

- Enable Bluebeam Studio Prime integration
- Provide instructions on how to connect Bluebeam Studio Prime.

#### Customer will:

- Provide Bluebeam Studio prime license(s).
- Handle licensing and training with Bluebeam directly.

#### Completion Criteria

- Customer sign-off on the Bluebeam Integration.

### Single Sign On (SSO) Integration

#### OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta

#### Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

#### Completion Criteria

- Customer sign-off on the SSO Integration.

### Data Migration

#### OpenGov will:

- Perform historic data migration from HDL using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

#### OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

#### Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

#### Completion Criteria

- Customer sign-off that the Data Migration has been completed.

### Document Management Access

#### OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and file paths of all submitted forms, issued documents, record attachments, and record and location metadata.
- Documents will be accessible in OpenGov's Document Management Interface for 365 days from the time they are created. The Document Management Interface only provides access to documents created after the interface is enabled.

#### Customer will:

- Import data into the third-party system

#### Completion Criteria

- Customer sign-off that the Document Management Access has been provided.

## Train

### Administrator Training

#### OpenGov will:

- Provide up to twenty-six (26) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
  - Setting up the public portal
  - Employee app settings
  - Creating and editing record types
  - Managing Forms
  - Editing Documents
  - Creating Workflows
  - Setting up Inspections
  - Mobile app
- Provide up to two (2) hours of Reporting & Transparency administrator training, to enable system administrators on the following topics:
  - Download and upload data to Reporting & Transparency
  - How to create reports and dashboards

#### Customer will:

- Identify the relevant participants to attend each training session.

#### Completion Criteria

- Administrator Training has been conducted.

### End User Training

#### OpenGov will:

- Provide up to twenty-six (26) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:



- Navigation of the system
- Manage inbox and tasks
- Take payments
- Conduct inspections
- Create records
- Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

## Onsite Training

OpenGov will:

- Provide one (1) three-day (3-day) onsite training event with one (1) OpenGov resource. The training agenda will be defined and agreed upon by both OpenGov and the customer's project manager. Topics may include any of the following:
  - Navigation of the system
  - Manage inbox and tasks
  - Take payments
  - Conduct inspections
  - Create records
  - Mobile App

Customer will:

- Identify the relevant participants to attend each training session
- Host the workshop in the Customer's facility
- Secure an adequate space (conference room or training room) within the customer's facility
- Provide wifi internet connection for OpenGov resource.

Completion Criteria

- Onsite Training has been conducted.

## **Launch**

### HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

## Exhibit 2: Technical Requirements

### Permitting & Licensing Technical Requirements

#### Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

#### ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

#### ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

#### Financial and Record Exports

- Required format (columns) and sample document

#### Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

#### Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

#### Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

#### Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

#### Historical Documents

- No Historic Document migration is included in the Scope of Work

#### Document Management Access

- ODBC access to a Microsoft SQL Server Database view or .csv file FTPS

#### SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

## **CITY OF MONTEBELLO**

### **PROFESSIONAL SERVICES AGREEMENT NO. 4273 WITH VERTOSOFT, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on February 1, 2025 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and VERTOSOFT, LLC (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

#### **RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional consultant to provide permit and planning software services to the CITY; and

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

**WHEREAS**, CONSULTANT's services were procured through a cooperative purchasing agreement through Omnia Partners ("Cooperative Purchasing Agency") which requires that the CITY be provided equivalent, or more favorable terms or pricing than the minimum requirements of the contract with the Cooperative Purchasing Agency.

**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. Consultant's Proposal
3. Omnia Partners Contract No. 01-165
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

#### **SECTION 2. SERVICES / COMPENSATION.**

a. All terms, conditions, requirements, and provisions of the Contract

Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Consultant's Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

### **SECTION 3. TERM.**

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire on **June 30, 2028**, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year (1) extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

### **SECTION 4. PERFORMANCE.**

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

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

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

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

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

**SECTION 5. WORK PRODUCT.**

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

**SECTION 6. EXTRA SERVICES.**

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

**SECTION 7. CITY SUPERVISION.**

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

**SECTION 8. TERMINATION.**

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

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

In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non- refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

**SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.**

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

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

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

**SECTION 11. INDEPENDENT CONSULTANT.**

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

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

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

**SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.**

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

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

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

**SECTION 13. LEGAL RESPONSIBILITIES.**

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

**SECTION 14. INDEMNIFICATION.**

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or



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

**SECTION 15. INSURANCE COVERAGE.**

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

City of Montebello  
Attn: Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: coi@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 CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The

CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

**SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

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

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

**SECTION 17. NO WAIVER.**

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

**SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.**

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

**SECTION 19. ATTORNEY'S FEES AND COSTS.**

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

**SECTION 20. WARRANTIES.**

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

**SECTION 21. MISCELLANEOUS.**

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has

**SECTION 22. NOTICE.**

To Consultant: Vertosoft, LLC  
Attn: Jay Colavita, President & Founder  
1602 Village Market Boulevard SE Suite 320  
Leesburg, VA 20175  
(703) 568-4703  
Email: [jay@vertosoft.com](mailto:jay@vertosoft.com)

**SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.**

Page 329 of 629

**SECTION 24. CONFLICT OF INTEREST.**

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

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

**SECTION 25. ENTIRE AGREEMENT.**

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

**[SIGNATURE PAGE TO FOLLOW]**

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**

("CONSULTANT")

**VERTOSOFT, LLC**

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Raul Alvarez, City Manager

---

Jay Colavita, President & Founder

**ATTEST:**

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Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

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Arnold M. Alvarez-Glasman, City Attorney

**EXHIBITS:**

- Exhibit A – Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – OpenGov (Vertosoft Software Reseller) End User License Agreement



**EXHIBIT “A”**



**REQUEST FOR PROPOSAL (RFP) FOR  
Software Products and Services**

**SOLICITATION NUMBER  
07-23**

**PUBLICATION DATE  
February 7<sup>th</sup>, 2023**



Competitive Solicitation by  
Region 14 Education Service Center  
for  
Software Products and Services  
on behalf of itself and other Government Agencies  
and made available through the  
National Cooperative Purchasing Alliance  
RFP # 07-23

## **NOTICE TO RESPONDENT:**

Submittal Deadline:

Thursday, March 23<sup>rd</sup>, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than March 16<sup>th</sup>, 2023. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software Products and Services, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

## INTRODUCTION/SCOPE

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Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software Products and Services.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# INSTRUCTIONS TO RESPONDENTS

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## Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.

## Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

## Tabs

Tab 1 – Master Agreement / Signature Form  
Tab 2 – NCPA Administration Agreement  
Tab 3 – Vendor Questionnaire  
Tab 4 – Vendor Profile  
Tab 5 – Products and Services / Scope  
Tab 6 – References  
Tab 7 – Pricing  
Tab 8 – Value Added Products and Services  
Tab 9 – Required Documents

## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested



Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

**Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

**Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

**Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

**Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

**NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

**Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

**Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price Lists**

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

---

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

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Company Name

---

Address

---

City

State

Zip

---

Telephone Number

---

Fax Number

---

Email Address

---

Printed Name

---

Position

---

Authorized Signature

## **TAB 2**

### **NCPA ADMINISTRATION AGREEMENT**

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and \_\_\_\_\_ ("Vendor").

#### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.



- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

### **Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| <b>Entity Name</b> | <b>Zip Code</b> | <b>State</b> | <b>PO or Job #</b> | <b>Sale Amount</b> |
|--------------------|-----------------|--------------|--------------------|--------------------|
|                    |                 |              |                    |                    |
|                    |                 |              |                    |                    |
|                    |                 |              |                    |                    |

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <b>Annual Sales Through Contract</b> | <b>Administrative Fee</b> |
|--------------------------------------|---------------------------|
| 0 - \$30,000,000                     | 2%                        |
| \$30,000,001 - \$50,000,000          | 1.5%                      |
| \$50,000,001+                        | 1%                        |

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TAB 3

### VENDOR QUESTIONNAIRE

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

#### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

|                                                                                                                                       |                                        |                                         |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------|-----------------------------------------|
| <input type="checkbox"/> <b>All 50 States &amp; District of Columbia</b><br>(Selecting this box is equal to checking all boxes below) |                                        |                                         |                                         |
| <input type="checkbox"/> Alabama                                                                                                      | <input type="checkbox"/> Illinois      | <input type="checkbox"/> Montana        | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Alaska                                                                                                       | <input type="checkbox"/> Indiana       | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona                                                                                                      | <input type="checkbox"/> Iowa          | <input type="checkbox"/> Nevada         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arkansas                                                                                                     | <input type="checkbox"/> Kansas        | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> California                                                                                                   | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Colorado                                                                                                     | <input type="checkbox"/> Michigan      | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Connecticut                                                                                                  | <input type="checkbox"/> Minnesota     | <input type="checkbox"/> New York       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Delaware                                                                                                     | <input type="checkbox"/> Mississippi   | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> D.C.                                                                                                         | <input type="checkbox"/> Missouri      | <input type="checkbox"/> North Dakota   | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Florida                                                                                                      | <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Ohio           | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Georgia                                                                                                      | <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Oklahoma       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Hawaii                                                                                                       | <input type="checkbox"/> Maine         | <input type="checkbox"/> Oregon         | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Idaho                                                                                                        | <input type="checkbox"/> Maryland      | <input type="checkbox"/> Pennsylvania   |                                         |

|                                                                                                                                      |                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b><br>(Selecting this box is equal to checking all boxes below) |                                                 |
| <input type="checkbox"/> American Samoa                                                                                              | <input type="checkbox"/> Northern Marina Island |
| <input type="checkbox"/> Federated States of Micronesia                                                                              | <input type="checkbox"/> Puerto Rico            |
| <input type="checkbox"/> Guam                                                                                                        | <input type="checkbox"/> U.S. Virgin Islands    |

|                                                                                                                                   |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Midway Islands                                                                                           |                                                |
| <input type="checkbox"/> <b>All Canada Provinces and Territories</b><br>(Selecting this box is equal to checking all boxes below) |                                                |
| <input type="checkbox"/> Alberta                                                                                                  | <input type="checkbox"/> Prince Edward Island  |
| <input type="checkbox"/> British Columbia                                                                                         | <input type="checkbox"/> Quebec                |
| <input type="checkbox"/> Manitoba                                                                                                 | <input type="checkbox"/> Saskatchewan          |
| <input type="checkbox"/> New Brunswick                                                                                            | <input type="checkbox"/> Northwest Territories |
| <input type="checkbox"/> Newfoundland and Labrador                                                                                | <input type="checkbox"/> Nunavut               |
| <input type="checkbox"/> Nova Scotia                                                                                              | <input type="checkbox"/> Yukon                 |
| <input type="checkbox"/> Ontario                                                                                                  |                                                |

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes      ☐ Maybe      ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes      ☐ Maybe      ☐ No

### Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise  
Respondent Certifies that this firm  
a Minority / Women Business Enterprise

☐ Historically Underutilized Business  
Respondent Certifies that this firm is a  
Historically Underutilized Business

### Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

**Distribution Channel**

Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: \_\_\_\_\_

**Processing Contact Information**

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes      ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes      ☐ No

### **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing.

| <b>Cooperative/State Agency</b> | <b>Discount Offered</b> | <b>Expires</b> | <b>Annual Sales Volume</b> |
|---------------------------------|-------------------------|----------------|----------------------------|
|                                 |                         |                |                            |
|                                 |                         |                |                            |
|                                 |                         |                |                            |
|                                 |                         |                |                            |
|                                 |                         |                |                            |

## TAB 4

### VENDOR PROFILE

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Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
  - \$ \_\_\_\_\_ in year one
  - \$ \_\_\_\_\_ in year two
  - \$ \_\_\_\_\_ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)



- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.
- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## **TAB 5**

### **PRODUCTS AND SERVICES**

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

#### **Products**

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

#### **Construction**

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Software Products and Services categories. List all categories along with manufacturer that you are responding with:

Software Portfolio Management

Commercial off-the-shelf or commercially available off-the-shelf (COTS)

System Software:

- Software for desktop computers, laptops, and tablets
- Software for smartphones

Application Software:

- Database Software
- Word Processing Software
- Spreadsheet Software
- Presentation Software
- Multimedia Software
- Enterprise Software

- Customer Relationship Management (CRM) software
- Project Management tools
- Marketing Automation tools
- Enterprise Resource Planning (ERP) software
- Treasury Management System (TMS) software
- Business Intelligence (BI) software
- Information Worker Software:
  - Documentation tools
  - Resource Management tools
- Communication Software
- Educational Software
- Simulation Software: Flight and scientific simulators
- Content Access Software
- Application Suites
- Software for Engineering and Product Development
- Email Software

Database Software

Driver Software

- Graphic Cards, Network Cards, Peripherals

Security Software

Programming Software

Software as a Service applications

Industrial Automation Software

Game engines

Software Procurement Services

Software Asset Management & Compliance

Firmware

Test Prep Services

Training

Implementation Services

Integration Services

## **TAB 6**

### **REFERENCES**

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Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

## **TAB 7 PRICING**

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Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

**TAB 8**  
**VALUE ADDED PRODUCTS AND SERVICES**

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Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## **TAB 9**

### **REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## FEDERAL FUNDS CERTIFICATIONS

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.



- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## FEDERAL REQUIRED SIGNATURES

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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ANTITRUST CERTIFICATION STATEMENTS**

### **TEXAS GOVERNMENT CODE § 2155.005**

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## STATE NOTICE ADDENDUM

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



EXHIBIT "B"

1602 Village Market Blvd SE, Suite 320  
Leesburg, VA20175 USA

**Cage Code:** 7QV38  
**UEI Number** Y7D5MXRU2839  
**DUNS#** 080431574  
**Federal Tax ID:** 81-3911287  
**Business Size:** Small Business

**Date:** 1/23/2025, 5:48 PM

**Phone:** 571 707-4130  
**Fax:** 571-291-4119  
**Email:** sales@vertosoft.com

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for City of Montebello, CA

**Contract:** NCPA - OMNIA 01-165

**Quote #:** Q-09826  
**Expires On:** 2/17/2025

**Ship To**  
City of Montebello, CA  
Michael Solorza  
msolorza@montebelloc.gov

**Quote For:**  
**Name:** Michael Solorza  
**Company:** City of Montebello, CA  
**Email:** msolorza@montebelloc.gov  
**Phone:**

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD        | VERTOSOFT CUST ID | SUPPLIER REF # |
|---------------|-----------------|-----------------------|-------------------|----------------|
| Net 30        | Electronic      | Check/ACH/Credit Card |                   |                |

Group1

| PART #                 | DESCRIPTION                                                                                        | START DATE | END DATE  | QTY    | UNIT PRICE   | EXTENDED     |
|------------------------|----------------------------------------------------------------------------------------------------|------------|-----------|--------|--------------|--------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y                        | 2/15/2025  | 2/14/2026 | 1.00   | \$101,930.00 | \$101,930.00 |
| OG-PSBG-B200300M-OT-0Y | Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y - <b>PER SOW below</b> | 2/15/2025  | 2/14/2026 | 434.00 | \$200.00     | \$86,800.00  |
| <b>Group1 TOTAL:</b>   |                                                                                                    |            |           |        |              | \$188,730.00 |

**Payment 1: due NET 30 from  
date of award**

## Group2

| PART #                 | DESCRIPTION                                                                 | START DATE | END DATE  | QTY  | UNIT PRICE   | EXTENDED     |
|------------------------|-----------------------------------------------------------------------------|------------|-----------|------|--------------|--------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y | 2/15/2026  | 2/14/2027 | 1.00 | \$107,026.51 | \$107,026.51 |
| <b>Group2 TOTAL:</b>   |                                                                             |            |           |      |              | \$107,026.51 |

**Payment 2: due due on or  
before 02/15/2026**

## Group3

| PART #                 | DESCRIPTION                                                                 | START DATE | END DATE  | QTY  | UNIT PRICE   | EXTENDED     |
|------------------------|-----------------------------------------------------------------------------|------------|-----------|------|--------------|--------------|
| OG-SWCI-B200300M-AR-3Y | Citizen Services — Unlimited Service Areas - Between \$200-300 Million - 3Y | 2/15/2027  | 2/14/2028 | 1.00 | \$112,377.83 | \$112,377.83 |
| <b>Group3 TOTAL:</b>   |                                                                             |            |           |      |              | \$112,377.83 |

**Payment 3: due due on or  
before 02/15/2027**

## Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.





# Statement of Work

City of Montebello, CA

Creation Date: 8/15/2024  
SoW Expiration Date: 1/29/2025  
Document Number: PS-06657.2  
Created by: Dean Simpson

## Table of Contents

|                                                                                  |    |
|----------------------------------------------------------------------------------|----|
| OpenGov Statement of Work                                                        | 4  |
| 1. Project Scope                                                                 | 4  |
| 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms | 4  |
| 3. Project Delivery                                                              | 4  |
| 4. Project Understanding                                                         | 4  |
| 5. OpenGov Responsibilities                                                      | 5  |
| 6. Project Tracking and Reporting                                                | 5  |
| 7. Communication and Escalation Procedure                                        | 6  |
| 8. Opengov Implementation Methodology                                            | 6  |
| 8.1. Initiate                                                                    | 7  |
| 8.2. Validate                                                                    | 7  |
| 8.3. Configure                                                                   | 7  |
| 8.5. Launch                                                                      | 7  |
| 9 . Customer Responsibilities                                                    | 8  |
| 10. Customer’s Project Manager                                                   | 8  |
| 11. Acceptance Procedure                                                         | 8  |
| 12. Estimated Schedule                                                           | 9  |
| 13. Illustrative Project Timelines                                               | 9  |
| 14. Change Order Process                                                         | 10 |
| Exhibit 1: Implementation Activities                                             | 11 |
| Permitting & Licensing                                                           | 11 |
| Initiate                                                                         | 11 |
| Validate                                                                         | 11 |
| Configure                                                                        | 12 |
| Train                                                                            | 15 |
| Launch                                                                           | 16 |
| Exhibit 2: Technical Requirements                                                | 17 |
| Permitting & Licensing Technical Requirements                                    | 17 |

# OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Montebello, CA ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

## 1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

## 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

## 3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer's facility. Customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed \$2,600. Written approval is required for any expenses above the estimate.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

## 4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

- 4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
- 4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
- 4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

## 5. OpenGov Responsibilities

- 5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.
- 5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.
- 5.3. OpenGov will maintain project communications through Customer's Project Manager.
- 5.4. OpenGov will establish documentation and procedural standards for deliverable materials.
- 5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

## 6. Project Tracking and Reporting

- 6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.
- 6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.
- 6.3. OpenGov will conduct regularly scheduled project status meetings.
- 6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.
- 6.5. Deliverable Materials:
  - 6.5.1. Weekly status reports
  - 6.5.2. Project Plan
  - 6.5.3. Project Charter, defining project plan and Go-live date
  - 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

## 7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

### 7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

### 7.3. Escalation Process

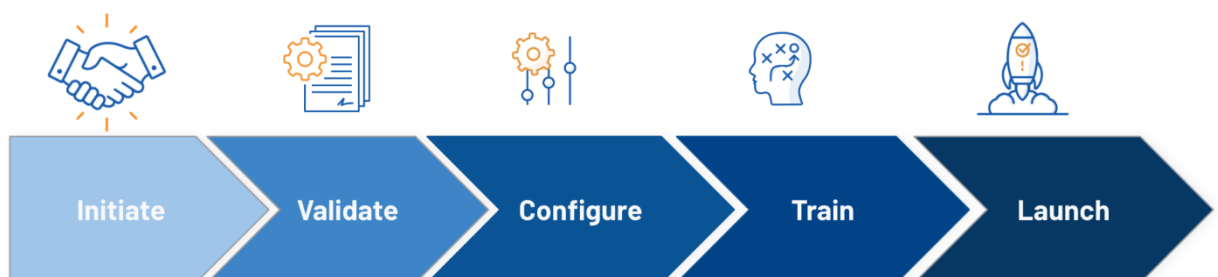
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

## 8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

#### 8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

#### 8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

#### 8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

#### 8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

#### 8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

## 9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

## 10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

## 11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

## 12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

## 13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.



| Phase     | Deliverable                              | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 |
|-----------|------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Initiate  | Project Preparation and Kick Off         |         |         |         |         |         |         |         |         |
| Validate  | Requirements Matrix, Validation Workshop |         |         |         |         |         |         |         |         |
| Configure | Record Type 1-2                          |         |         |         |         |         |         |         |         |
|           | Record Type 3-4                          |         |         |         |         |         |         |         |         |
|           | Record Type 5-7                          |         |         |         |         |         |         |         |         |
|           | Data Migration                           |         |         |         |         |         |         |         |         |
| Train     | Integrations                             |         |         |         |         |         |         |         |         |
|           | Administrator Training                   |         |         |         |         |         |         |         |         |
| Launch    | End User Training                        |         |         |         |         |         |         |         |         |
|           | Go Live, HyperAdoption, Project Closure  |         |         |         |         |         |         |         |         |

#### 14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

- 14.2.1. Timeline for completion
- 14.2.2. Sign off process
- 14.2.3. Cost of change and/or invoice timing
- 14.2.4. Amending the SOW to correct an error
- 14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov
- 14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

- 14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.
- 14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..
- 14.3.3. Change Order is incorporated into the Statement of Work and implemented.

# Exhibit 1: Implementation Activities

## Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Public Works: Right-of-Way Permits, Waste/Water Management, etc

## Initiate

### Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

### Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

## Validate

### Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
  - o Review deliverables

- o Review technical requirements
- o Provide documentation on requirements and processes

#### OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

#### Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

#### Completion Criteria

- Customer sign-off on project plan.

## **Configure**

### Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

#### Building and Inspectional Services Service Area

Two (2) record types from the following list:

- Residential Building Permit
- Commercial Building Permit

#### Planning and Zoning Service Area

One (1) record types from the following list:

- Internal Planning Record Type

#### Public Works Service Area

Four (4) record types from the following list:

- Encroachment Permit
- Street Works Permit
- Oversize Load Permit
- Roll-off Bin Permit

#### Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

#### Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

### Data Deliverables

## Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

## ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

## GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

## Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

## Autofill Integration

OpenGov will:

- Provide up to two (2) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

## State Contractor Integration

OpenGov will:

- Integrate with the California licensed professional dataset for use within OpenGov.

#### Completion Criteria

- Customer sign-off on the State Contractor Integration.

### Bluebeam Studio Prime Integration

#### OpenGov will:

- Enable Bluebeam Studio Prime integration
- Provide instructions on how to connect Bluebeam Studio Prime.

#### Customer will:

- Provide Bluebeam Studio prime license(s).
- Handle licensing and training with Bluebeam directly.

#### Completion Criteria

- Customer sign-off on the Bluebeam Integration.

### Single Sign On (SSO) Integration

#### OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta

#### Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

#### Completion Criteria

- Customer sign-off on the SSO Integration.

### Data Migration

#### OpenGov will:

- Perform historic data migration from HDL using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

#### OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

#### Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

#### Completion Criteria

- Customer sign-off that the Data Migration has been completed.

### Document Management Access

#### OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and file paths of all submitted forms, issued documents, record attachments, and record and location metadata.
- Documents will be accessible in OpenGov's Document Management Interface for 365 days from the time they are created. The Document Management Interface only provides access to documents created after the interface is enabled.

#### Customer will:

- Import data into the third-party system

#### Completion Criteria

- Customer sign-off that the Document Management Access has been provided.

## Train

### Administrator Training

#### OpenGov will:

- Provide up to twenty-six (26) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
  - Setting up the public portal
  - Employee app settings
  - Creating and editing record types
  - Managing Forms
  - Editing Documents
  - Creating Workflows
  - Setting up Inspections
  - Mobile app
- Provide up to two (2) hours of Reporting & Transparency administrator training, to enable system administrators on the following topics:
  - Download and upload data to Reporting & Transparency
  - How to create reports and dashboards

#### Customer will:

- Identify the relevant participants to attend each training session.

#### Completion Criteria

- Administrator Training has been conducted.

### End User Training

#### OpenGov will:

- Provide up to twenty-six (26) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:

- Navigation of the system
- Manage inbox and tasks
- Take payments
- Conduct inspections
- Create records
- Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

## Onsite Training

OpenGov will:

- Provide one (1) three-day (3-day) onsite training event with one (1) OpenGov resource. The training agenda will be defined and agreed upon by both OpenGov and the customer's project manager. Topics may include any of the following:
  - Navigation of the system
  - Manage inbox and tasks
  - Take payments
  - Conduct inspections
  - Create records
  - Mobile App

Customer will:

- Identify the relevant participants to attend each training session
- Host the workshop in the Customer's facility
- Secure an adequate space (conference room or training room) within the customer's facility
- Provide wifi internet connection for OpenGov resource.

Completion Criteria

- Onsite Training has been conducted.

## Launch

### HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

# Exhibit 2: Technical Requirements

## Permitting & Licensing Technical Requirements

### Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

### ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

### ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

### Financial and Record Exports

- Required format (columns) and sample document

### Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

### Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

### Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

### Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

### Historical Documents

- No Historic Document migration is included in the Scope of Work

### Document Management Access

- ODBC access to a Microsoft SQL Server Database view or .csv file FTPS

### SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall



## EXHIBIT “C”

# OpenGov End User License Agreement

This End User License Agreement (this “Agreement”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer listed on the signature block below (“Customer”).

Customer is purchasing OpenGov services through an authorized reseller (“Reseller”). This Agreement, which takes effect on the date of the last signature below (“Effective Date”), sets forth the terms under which Customer may use OpenGov’s hosted software services.

## 1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.1. “Order Form” means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.2. “Party” (or “Parties”) refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.3. “Subscription Term” means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form (“Software Services”). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance

with the Support and Software Service Levels found at [opengov.com/service-sla](http://opengov.com/service-sla), as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services (“Professional Services”) in an applicable statement of work (“SOW”), which is incorporated herein by reference. Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

### **3. Restrictions and Responsibilities**

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the

purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## **5. Confidentiality**

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's

Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term, and if they terminate the Order Form with the Reseller. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

## **7. Payment of Fees**

Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

## **8. Representations and Warranties; Disclaimer**

- 8.1. By OpenGov.
  - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
  - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the

Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re- perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and Reseller will be entitled to recover all fees paid to OpenGov for the deficient Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer, including but not limited to the California Tort Claims Act (California Government Code Section s 815 et seq.).

## **10. Miscellaneous**

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: [legal@opengov.com](mailto:legal@opengov.com) with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause to the extent it is beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or

invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

[ENTER CUSTOMER NAME]

OpenGov, Inc.

|           |       |           |       |
|-----------|-------|-----------|-------|
| Signature | _____ | Signature | _____ |
| Name      | _____ | Name      | _____ |
| Title     | _____ | Title     | _____ |
| Date      | _____ | Date      | _____ |





# OpenGov End User License Agreement

This End User License Agreement (this “Agreement”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer listed on the signature block below (“Customer”). Customer is purchasing OpenGov services through an authorized reseller (“Reseller”). This Agreement, which takes effect on the date of the last signature below (“Effective Date”), sets forth the terms under which Customer may use OpenGov’s hosted software services.

## 1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.1. “Order Form” means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.2. “Party” (or “Parties”) refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.3. “Subscription Term” means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form (“Software Services”). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at [opengov.com/service-sla](https://opengov.com/service-sla), as

long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"), which is incorporated herein by reference. Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

### **3. Restrictions and Responsibilities**

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the

purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## **5. Confidentiality**

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's

Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term, and if they terminate the Order Form with the Reseller. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

## **7. Payment of Fees**

Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

## **8. Representations and Warranties; Disclaimer**

- 8.1. By OpenGov.
  - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
  - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the

Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and Reseller will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer, including but not limited to the California Tort Claims Act (California Government Code Section s 815 et seq.).

## **10. Miscellaneous**

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause to the extent it is beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or

invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

**City of Montebello**

**OpenGov, Inc.**

|           |       |           |       |
|-----------|-------|-----------|-------|
| Signature | _____ | Signature | _____ |
| Name      | _____ | Name      | _____ |
| Title     | _____ | Title     | _____ |
| Date      | _____ | Date      | _____ |



**ITEM # 17**

**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: ADOPT RESOLUTION NO. 25-12 AUTHORIZING THE CITY MANAGER AND/OR THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS AND AMENDMENTS WITH CALTRANS AND AUTHORIZE THE EXECUTION OF ALL PROJECT AND/OR RIGHT OF WAY CERTIFICATIONS TO RECEIVE FEDERAL AND/OR STATE FUNDING FOR TRANSPORTATION PROJECTS**

**DATE:** February 12, 2025

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**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Adopt Resolution No. 25-12 authorizing the City Manager and/or the Director of Public Works to execute all master agreements, program supplemental agreements, cooperative agreements, fund exchange agreements, and fund transfer agreements and/or any amendments thereto with the California Department of Transportation (Caltrans) and authorize the execution of all projects and/or right of way certifications as necessary for the City of Montebello to receive federal and/or state funding for certain transportation projects; and
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

There is no fiscal impact associated with the adoption of this resolution.

**BACKGROUND/DISCUSSION:**

Federal regulations (23 CFR 710.201) assign the State the overall responsibility for the acquisition of right of way on all federal-aid highway projects and also require the State to have a right of way organization adequately staffed, equipped, and organized to meet



this responsibility. The City may acquire right of way on federal-aid projects only if the City is qualified in accordance with this manual section, or meets the requirements under Section 17.05.07.01, "Nonqualified Local Public Agency (LPAs) - Options." Further, unless State agencies are performing the right of way activities, the State's policy requires using only qualified LPAs, or their qualified consultants, for locally funded projects on the State Highway System, regardless of whether the projects have federal aid.

At this time, City of Montebello staff are not qualified to perform all right-of-way functions, such as land acquisition, including, though not limited to the necessary technical work associated with land acquisition. To be qualified, the City must:

- Be adequately staffed, trained, and organized to do right-of-way work properly and timely, and
- Agree to conform to Department policies and procedures in order to meet state and federal requirements.

Local agencies that are not qualified to perform any or all of the respective right-of-way functions for a project must either hire another agency which is qualified to perform those functions or retain a consultant(s) who meets the Consultant Selection Criteria discussed in Section 17.06.00.00.

As part of the review process for projects on the State Highway System, the LPA must provide work plans, timelines with milestones, and staffing plans (including their plans for contracting with consultants or another LPA) for review and concurrence prior to execution of any consultant contracts covering right of way activities. This review should be triggered by the Authorizing Document and should be initiated at the time the Cooperative Agreement is being drafted.

Non-qualified LPAs have the following options:

1. Contract with a qualified agency.
2. Contract with a qualified private consultant(s) to perform one or more right of way functions. Appraisal consultants must have a license issued by the State Office of Real Estate Appraisers; acquisition consultants must have a valid California Real Estate Brokers License or Sales License and work for a Real Estate Broker with a valid license; relocation consultants must have training and experience in relocation work under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. For additional information, refer to Section 17.06.00.00 on consultant qualifications.
3. Contract with an R/W Project Management Consultant. The contract must include provisions requiring any subcontractors to meet the right-of-way qualification standards set forth for right-of-way consultants. The LPA must retain the ability to monitor and control the qualifications of any subcontractors through the contract process.
4. Utilize a mixture of LPA staff and the resources available above at Items 1 and 2.

5. Contract with a “turnkey” consultant. The contract must include provisions requiring the subcontractor to meet the right-of-way qualification standards set forth for right-of-way consultants. The LPA must retain the ability to monitor and control the qualifications of subcontractors through the contract process.

The authority for selection of private sector consultants to perform R/W functions on federal-aid projects has been delegated to the LPAs. The selection process will be administered by the LPA in accordance with Local Assistance Procedures Manual (LAPM) Chapter 10: Consultant Selection, using criteria from Exhibit 13-C: Consultant Selection Criteria and Guide prepared by Caltrans to establish recommended minimum experience levels and to evaluate the qualifications of prospective consultant firms. When substantially different R/W services are needed, it is incumbent on the LPA to repeat the consultant selection process in choosing a consultant for those different services. The District Right of Way Local Programs Coordinator can provide additional assistance if needed.

The LPA should be advised that caution must always be exercised in the choice of a consultant, particularly with regard to the firm’s experience on past projects and the firm’s references. Each project and each agency have unique demands and just because a prospective consultant may meet the broad qualifications contained in the Consultant Selection Criteria, it does not also mean that the consultant meets the LPA’s requirements. The LPA is responsible for maintaining written documentation concerning the consultant selection process to ensure that the procedures comply with the Exhibit 13-C: Consultant Selection Criteria and Guide. This information should be made available to Caltrans as part of the Caltrans monitoring process.

LPAs are responsible and accountable for the actions of their consultants in properly executing their duties and activities in accordance with the Uniform Act. The LPA retains the ultimate responsibility for signing the R/W Certifications. Also, LPAs receiving federal funds must take affirmative steps to assure that Disadvantaged Business Enterprise (DBE) consultants have ample opportunity to compete for consultant work. Such steps include soliciting DBE firms, and when feasible, organizing the project schedule and task requirements to encourage participation by DBE firms.

#### Consultant Contracts

Competitive bidding is one of the cornerstones of a financially successful project. The competitive bid process is required for new contracts and/or replacing an expired contract. LPAs must not enter into a contract or renew an expired contract without completing the competitive bid process. Seeking bids from qualified firms will ensure that the LPA is getting the most reasonable price. Prior to soliciting bids, careful consideration should be given to defining the scope of the consultant’s work, estimating the cost of the consultant’s work, determining the type of contract needed, and deciding whether to seek bids on a project-by-project or time-base method

The project-by-project method is appropriate for use when the LPA has only one project or has an extensive project expected to last more than 36 months. Under this method the consultant performs the tasks exclusively on the designated project until completion. All

## CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 4 of 5

four commonly used contracts are suitable for use with the project-by-project method and include:

- Actual Cost plus Fixed Fee
- Cost per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The time-base method is appropriate for LPAs with multiple projects occurring simultaneously. This method is more cost effective as the agency is not required to complete the competitive bid process for each individual project. Under this approach the same consultant can perform R/W tasks on different projects during the contract term. The maximum contract length is 36 months. If the contract needs to be extended due to unforeseen circumstances, the LPA must complete Exhibit 12-F: Cost-Effectiveness/Public Interest Finding and submit it to the DLAE along with a written justification. The contract may be extended, once with a maximum length of 12 months. Of the four types of contracts noted above, it is not appropriate to use the Lump Sum contract with the time-based method. The LPA which enters into a contract with a consultant for the performance of R/W work retains ultimate responsibility for the actions of the consultant. Caltrans has established broad criteria for use in evaluating the qualifications in the respective R/W functions, but Caltrans is in no way liable either for devising such criteria or for the performance of consultants chosen by the LPA. In the event the actions or performance of the consultant result in a loss of federal funds for the project, it is the sole responsibility of the LPA to repay these funds.

Consultants must perform R/W functions to the same standards, practices, rules, and regulations as the LPA. The District R/W Local Programs/Assistance staff will monitor the work products of the consultants using the guidelines discussed under The Monitoring Process in Section 13.2: Federal-Aid and the Federal/State/Local Agency Relationship.

The LPA responsibilities also include the following in connection with project completion:

- A formal review of the appraisal (noted above) is required when federal funds are used for any portion of the project.
- An establishment of just compensation is necessary. The LPA must approve the fair market value appraisal and determine what compensation is to be paid in projects involving the acquisition of real property. This is a federal requirement and cannot be delegated to the consultant.
- The assignment of a Contract Manager who is knowledgeable in all aspects of the project is needed to serve as the contact person during the course of the project (see Contract Administration below).
- If the LPA has any questions or concerns regarding the hiring of R/W Consultants, they are encouraged to contact the nearest District Right of Way Office for assistance or guidance.

### **LEGAL REQUIREMENT:**

Caltrans requires a City Council adopted resolution to receive Federal and/or State

funding. The resolution delegates authority to the City Manager and/or the Director of Public Works to execute any and all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and Fund Transfer Agreements and/or any amendments. Caltrans is now requiring the City to designate a responsible official authorized to execute all project and/or right-of-way certifications. Since these certifications are related to the review and submittal of project packages for Caltrans' review and authorization, staff recommend designating the City Manager and/or the Director of Public Works to execute all project and/or right-of-way certifications. None of these authorizations allow staff to acquire property which is reserved and remains with the City Council.

**ENVIRONMENTAL:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

It is recommended the City Council adopt Resolution No. 25-12, granting authority to the City Manager and/or the Director of Public Works to execute all master agreements, program supplemental agreements, cooperative agreements, fund exchange agreements, and fund transfer agreements, along with any necessary amendments, with the California Department of Transportation (Caltrans). This resolution also authorizes the execution of all project-related and right-of-way certifications required for the City of Montebello to secure federal and/or state funding for designated transportation projects.

**ATTACHMENT(S)**

1. Attachment A - Resolution No. 25-12

RESOLUTION NO. 25-12

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND AUTHORIZING THE CITY MANAGER OR DIRECTOR OF PUBLIC WORKS TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATIONS AND OTHER DOCUMENTS FOR ALL STATE AND/OR FEDERALLY FUNDED PROJECTS AND TO SIGN ALL STATE AND/OR FEDERAL FUNDING DOCUMENTS ASSOCIATED WITH GRANT FUNDING ALLOCATIONS BETWEEN THE CITY OF MONTEBELLO AND THE STATE OF CALIFORNIA**

**RECITALS**

**WHEREAS**, all federally funded right-of-way projects are implemented through the California Department of Transportation (Caltrans); and

**WHEREAS**, pursuant to Section 17.08.14.11 of Chapter 17 of the Caltrans Right-of-Way Manual, "Right-of-Way" certification must be executed by an authorized official of the City of Montebello; and

**WHEREAS**, in accordance with said section of the Caltrans Right-of-Way Manual, a resolution giving a responsible agency official blanket authority to execute Right-of-Way certifications must be adopted by the City Council; and

**WHEREAS**, prior to requesting authorization to advertise and award a construction contract, the local agency responsible for the project must prepare, sign, and submit a right-of-way certification to Caltrans.

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

**SECTION 1.** The City Council hereby authorizes the City Manager and/or the Director of Public Works to execute all Right-of-Way Certifications for all state and/or federally funded projects.

**SECTION 2.** The City Council hereby authorizes the City Manager and/or the Director of Public Works to sign and submit all Funding Allocation Request letters and Documents for all state and/or federally funded projects.

**SECTION 3.** This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY 2025.**

\_\_\_\_\_  
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   )  
CITY OF MONTEBELLO       )       SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-12 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12th day of February 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



**ITEM # 18**

**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: ADOPT RESOLUTION NO. 25-14 ACCEPTING THE 2024 SUSTAINABLE COMMUNITIES PROGRAM ACTIVE TRANSPORTATION & SAFETY PROGRAM GRANT (CP 930) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Adopt Resolution No. 25-14 accepting the Southern California Association of Governments (SCAG) 2024 Sustainable Communities Program Active Transportation & Safety Program grant in the amount of \$362,500; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$362,500 in Account No. 265-30-334-6040.10 10 (Grants, Public Works, SCAG – SCP Active Transportation, Contract Services Outside Contracts [Expenditures]) and \$362,500 in Account No. 265-99-4198.26 (Grants, SCAG - SCP Active Transportation [Revenue]); and
3. Authorize the City Manager to execute the agreement and all other applicable documents as a condition of approval to receive grant funds; and
4. Authorize staff to coordinate with SCAG staff to initiate the environmental clearance processes under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act
5. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The recommended action of accepting the Sustainable Communities Program (SCP)

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 2 of 4

Active Transportation and Safety Grant requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$362,500 in Account No. 265-30-334-6040.10 10 (Grants, Public Works, SCAG – SCP Active Transportation, Contract Services Outside Contracts [Expenditures]) and \$362,500 in Account No. 265-99-4198.26 (Grants, SCAG - SCP Active Transportation [Revenue]). Acceptance via the adoption of Resolution No. 25-14 (Attachment A) is required in order to receive the grant funds. City Council action commits the City to paying for specified services and subsequently seeking reimbursement from SCAG once funding is made available.

### **BACKGROUND/DISCUSSION:**

In June 2024, following adoption of Connect SoCal 2024 and to support Connect SoCal implementation, the Regional Council directed staff to release a call for applications through the Sustainable Communities Program (SCP) focused on active transportation and safety. The SCP sought proposals for active transportation-related plans and quick-build projects, which primarily support Connect SoCal 2024 mobility policies under Complete Streets, Transit and Multimodal Integration, and Safety. A total of 40 applications were evaluated, and 13 projects were recommended for funding through a combination of state and federal sources.

The following is SCAG's timeline:

- California Transportation Commission adopts the 2025 ATP Regional Program, including the 2024 SCP Active Transportation and Safety projects: June 26-27, 2025
- 2024 SCP Active Transportation and Safety project initiation: Summer/Fall 2025

The City applied for a "quick-build project" along Whittier Boulevard at the eastern city limits (i.e., Rio Hondo River bridge). The Montebello CycleSafe Bridge Project addresses pedestrian and bicycle safety access, enhances signage to the Rio Hondo River Trail, and promotes integration between the bike paths and the historic Whittier Boulevard bridge. Working with community stakeholders, the project will add aesthetic value, update informational signage, and enhance the accessibility between the regional bike path and a key entry point to the City of Montebello. In so doing, the project will elevate the pedestrian experience on the bridge and make it safer and more user-friendly for bicyclists.

The quick-build project is an interim capital improvement project that requires minor construction activity (does not require excavation) and uses durable, low- to medium-cost materials to pilot and iterate through project designs with community feedback. Quick-Build projects are identified through community engagement and provide the opportunity to immediately respond to a community safety need. This quick-build project provides an opportunity to pilot projects that not only enhance or expand the active transportation network but also contribute to a more resilient transportation network given the increased demand expected with large-scale events to be hosted by the region.

Quick-Build projects must include the following components:



- Ongoing community engagement to inform final project design and evaluation.
- Data collection to establish existing conditions and to complete before/after evaluation of project implementation.
- Final (100%) project design reviewed, approved, and stamped by a licensed Professional Engineer and project cost estimates.
- Quick-Build installed for a minimum of six (6) months before conducting evaluation.
- Final report summarizing work completed and recommendation of next steps.

Upon approval of Resolution No. 25-14 (Attachment A), staff will coordinate with SCAG and complete the necessary steps to complete this project.

**ENVIRONMENTAL:**

The City shall be the implementing agency for environmental approval(s) and responsible for documentation of environmental clearance or categorical exemption under the California Environmental Quality Act (CEQA) and under the National Environmental Policy Act (NEPA) for federally funded projects. Funding shall be contingent on the City securing environmental clearance. Upon Regional Council approval, SCAG staff will begin coordinating with City staff to initiate the environmental clearance processes.

**LEGAL REQUIREMENT:**

The City shall be the implementing agency for environmental approval(s) and responsible for documentation of environmental clearance or categorical exemption under the California Environmental Quality Act (CEQA) and under the National Environmental Policy Act (NEPA) for federally funded projects. Funding shall be contingent on the City securing environmental clearance. Upon Regional Council approval, SCAG staff will begin coordinating with City staff to initiate the environmental clearance processes.

**ANALYSIS:**

N/A

**SUMMARY:**

It is recommended the City Council adopt Resolution No. 25-14 (Attachment A) to accept the 2024 Sustainable Communities Programs Active Transportation and Safety Program grant from the Southern California Association of Governments (SCAG) in the amount of \$362,500; amend the Fiscal Year 2024-25 budget by increasing appropriations by \$362,500 in Account No. 265-30-334-6040.10 10 (Grants, Public Works, SCAG – SCP Active Transportation, Contract Services Outside Contracts [Expenditures]) and \$362,500 in Account No. 265-99-4198.26 (Grants, SCAG - SCP Active Transportation [Revenue]); authorize the City Manager to execute the agreement and all documents related to this program; and authorize staff to coordinate with SCAG personnel to begin the environmental clearance process in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

**ATTACHMENT(S)**

1. Attachment A - Resolution No. 25-14
2. Attachment B - SCAG Regional Council Meeting No. 669

RESOLUTION NO. 25-14

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO  
SUPPORTING AND ACCEPTING THE 2024 SUSTAINABLE COMMUNITIES  
PROGRAM ACTIVE TRANSPORTATION & SAFETY PROGRAM GRANT AND  
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**

**RECITALS**

**WHEREAS**, In June 2024, following adoption of Connect SoCal 2024 and to support Connect SoCal implementation, the Regional Council directed staff to release a call for applications through the Sustainable Communities Program (SCP) focused on active transportation and safety; and

**WHEREAS**, The SCP sought proposals for active transportation-related plans and quick-build projects, which primarily support Connect SoCal 2024 mobility policies under Complete Streets, Transit and Multimodal Integration, and Safety; and

**WHEREAS**, The City of Montebello applied to the Southern California Association of Governments (SCAG) 2024 Sustainable Communities Program Active Transportation & Safety Program grant; and

**WHEREAS**, The Montebello CycleSafe Bridge Project addresses pedestrian and bicycle safety access, enhances signage to the Rio Hondo River Trail, and promotes integration between the bike paths and the historic Whittier Boulevard bridge; and

**WHEREAS**, Approval and acceptance via the adoption of this resolution is a condition of approval in order to receive the grant funds in the amount of \$362,500; and

**WHEREAS**, prior to requesting authorization to advertise and award a construction contract, the local agency responsible for the project must prepare, sign, and submit project plans and specifications to SCAG for review, and perform findings of environmental clearance or categorical exemption under the California Environmental Quality Act (CEQA) and under the National Environmental Policy Act (NEPA) for federally funded projects.

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

**SECTION 1.** The City Council hereby authorizes the adoption of this resolution supporting the acceptance of the Southern California Association of Governments (SCAG) 2024 Sustainable Communities Program Active Transportation & Safety Program grant in the amount of \$362,500.

**SECTION 2.** The City Council hereby authorizes the City Manager to execute the agreement and all other applicable documents as a condition of approval to receive grant funds.

**SECTION 3.** Authorize staff to coordinate with SCAG staff to initiate the environmental clearance processes under the California Environmental Quality Act and the National Environmental Policy Act.

**SECTION 4.** This Resolution shall take effect immediately upon adoption by the City Council. The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY 2025.**

\_\_\_\_\_  
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. 25-14 was passed and adopted by the City Council of the City of Montebello, signed by the

**RESOLUTION NO. 25-14**

Page 3 of 3

Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12th day of February 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



SOUTHERN CALIFORNIA  
ASSOCIATION OF GOVERNMENTS  
900 Wilshire Blvd., Ste. 1700  
Los Angeles, CA 90017  
T: (213) 236-1800  
www.scag.ca.gov

#### REGIONAL COUNCIL OFFICERS

President  
**Curt Hagman**  
County of San Bernardino

First Vice President  
**Cindy Allen, Long Beach**

Second Vice President  
**Ray Marquez, Chino Hills**

Immediate Past President  
**Art Brown, Buena Park**

#### COMMITTEE CHAIRS

Executive/Administration  
**Curt Hagman**  
County of San Bernardino

Community, Economic &  
Human Development  
**David J. Shapiro, Calabasas**

Energy & Environment  
**Luis Plancarte**  
County of Imperial  
Transportation  
**Tim Sandoval, Pomona**

## ATTACHMENT B

### MEETING NO. 669

## REGIONAL COUNCIL

*Thursday, December 5, 2024*

*12:15 p.m. – 2:00 p.m.*

*Members of the Public are Welcome to Attend  
In-Person & Remotely*

#### *To Attend In-Person:*

SCAG Main Office - Regional Council Room  
900 Wilshire Blvd., Ste. 1700  
Los Angeles, CA 90017

#### *To Attend and Participate on Your Computer:*

<https://scag.zoom.us/j/87880987264>

#### *To Attend and Participate by Phone:*

Call-in Number: 1-669-900-6833  
Meeting ID: 878 8098 7264

#### *To Watch or View Only:*

<https://scag.ca.gov/scag-tv-livestream>

#### **PUBLIC ADVISORY**

If members of the public wish to review the attachments or have any questions on any of the agenda items, please contact Maggie Aguilar at (213) 630-1420 or via email at [aguilarm@scag.ca.gov](mailto:aguilarm@scag.ca.gov). Agendas & Minutes are also available at: <https://scag.ca.gov/meetings-leadership>.

SCAG, in accordance with the Americans with Disabilities Act (ADA), will accommodate persons who require a modification of accommodation to participate in this meeting. SCAG is also committed to helping people with limited proficiency in the English language access the agency's essential public information and services. You can request such assistance by calling (213) 630-1410. We request at least 72 hours (three days) notice to provide reasonable accommodations and will make every effort to arrange for assistance as soon as possible.



## Instructions for Members of the Public Attending the Meeting

**Attend In-Person:** Go to the SCAG Main Office located at 900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017. The meeting will take place in the Regional Council Meeting Room on the 17<sup>th</sup> floor starting at 12:15 p.m.

**Attend by Computer:** Click the following link: <https://scag.zoom.us/j/87880987264>. If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically. Select “Join Audio via Computer.” The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.

**Attend by Phone:** Call **(669) 900-6833** to access the conference room. Given high call volumes recently experienced by Zoom, please continue dialing until you connect successfully. Enter the **Meeting ID: 878 8098 7264**, followed by #. Indicate that you are a participant by pressing # to continue. You will hear audio of the meeting in progress. Remain on the line if the meeting has not yet started.

## Instructions for Participating and Public Comments

**In Writing:** Written comments can be emailed to: [ePublicComment@scag.ca.gov](mailto:ePublicComment@scag.ca.gov). Written comments received by 5pm on **Wednesday, December 4, 2024**, will be transmitted to members of the legislative body and posted on SCAG’s website prior to the meeting. You are **not** required to submit public comments in writing or in advance of the meeting; this option is offered as a convenience should you desire not to provide comments in real time as described below. Written comments received after 5pm on Wednesday, December 4, 2024, will be announced and included as part of the official record of the meeting. Any writings or documents provided to a majority of this committee regarding any item on this agenda (other than writings legally exempt from public disclosure) are available at the Office of the Clerk, at 900 Wilshire Blvd., Suite 1700, Los Angeles, CA 90017 or by phone at (213) 630-1420, or email to [aguilarm@scag.ca.gov](mailto:aguilarm@scag.ca.gov).

**Remotely:** If participating in real time via Zoom or phone, please wait for the presiding officer to call the item for which you wish to speak and use the “raise hand” function on your computer or \*9 by phone and wait for SCAG staff to announce your name/phone number.

**In-Person:** If participating in-person, you are invited but not required, to fill out and present a Public Comment Card to the Clerk of the Board or other SCAG staff prior to speaking. It is helpful to indicate whether you wish to speak during the Public Comment Period (Matters Not on the Agenda) and/or on an item listed on the agenda.

## General Information for Public Comments

Verbal comments can be presented in real time during the meeting. Members of the public are allowed a total of 3 minutes for verbal comments. The presiding officer retains discretion to adjust time limits as necessary to ensure efficient and orderly conduct of the meeting, including equally reducing the time of all comments.

For purpose of providing public comment for items listed on the Consent Calendar, please indicate that you wish to speak when the Consent Calendar is called. Items listed on the Consent Calendar will be acted on with one motion and there will be no separate discussion of these items unless a member of the legislative body so requests, in which event, the item will be considered separately.

***In accordance with SCAG’s Regional Council Policy, Article VI, Section H and California Government Code Section 54957.9, if a SCAG meeting is “willfully interrupted” and the “orderly conduct of the meeting” becomes unfeasible, the presiding officer or the Chair of the legislative body may order the removal of the individuals who are disrupting the meeting.***

**RC - Regional Council**  
***Members – December 2024***

- 1. Sup. Curt Hagman**  
President, San Bernardino County
- 2. Hon. Cindy Allen**  
1st Vice President, Long Beach, RC District 30
- 3. Hon. Ray Marquez**  
2nd Vice President, Chino Hills, RC District 10
- 4. Hon. Art Brown**  
Imm. Past President, Buena Park, RC District 21
- 5. Hon. Damon Alexander**  
San Bernardino, RC District 7
- 6. Hon. Valerie Amezcua**  
Santa Ana, RC District 16
- 7. Sup. Kathryn Barger**  
Los Angeles County
- 8. Hon. Karen Bass**  
Member-At-Large
- 9. Hon. Elizabeth Becerra**  
Victorville, RC District 65
- 10. Hon. Bob Blumenfield**  
Los Angeles, RC District 50
- 11. Hon. Gary Boyer**  
Glendora, RC District 33
- 12. Hon. Drew Boyles**  
El Segundo, RC District 40
- 13. Hon. Wendy Bucknum**  
Mission Viejo, RC District 13
- 14. Hon. Margaret Clark**  
Rosemead, RC District 32
- 15. Hon. Jenny Crosswhite**  
Santa Paula, RC District 47
- 16. Hon. Kevin de León**  
Los Angeles, District 61



- 17. Hon. Rick Denison**  
Yucca Valley, RC District 11
- 18. Hon. Jon Dumitru**  
Orange, RC District 17
- 19. Ms. Lucy Dunn**  
Business Representative, Non-Voting Member
- 20. Hon. Keith Eich**  
La Cañada Flintridge, RC District 36
- 21. Hon. Margaret Finlay**  
Duarte, RC District 35
- 22. Hon. Claudia Frometa**  
Downey, RC District 25
- 23. Hon. John Gabbard**  
Dana Point, RC District 12
- 24. Hon. James Gazeley**  
Lomita, RC District 39
- 25. Hon. Marshall Goodman**  
La Palma, RC District 18
- 26. Hon. Michael Goodsell**  
ICTC Representative
- 27. Hon. Jan C. Harnik**  
Imm. Past President, RCTC Representative
- 28. Hon. Marqueece Harris-Dawson**  
Los Angeles, RC District 55
- 29. Hon. Mark Henderson**  
Gardena, RC District 28
- 30. Hon. Eunisses Hernandez**  
Los Angeles, RC District 48
- 31. Hon. Laura Hernandez**  
Port Hueneme, RC District 45
- 32. Hon. Heather Hutt**  
Los Angeles, RC District 57
- 33. Hon. Mike Judge**  
VCTC Representative

- 34. Hon. Joe Kalmick**  
Seal Beach, RC District 20
- 35. Hon. Trish Kelley**  
TCA Representative
- 36. Hon. Kathleen Kelly**  
Palm Desert, RC District 2
- 37. Hon. Tammy Kim**  
Irvine, RC District 14
- 38. Hon. Lauren Kleiman**  
Newport Beach, RC District 15
- 39. Hon. Paul Krekorian**  
Los Angeles, RC District 49/Public Transit Rep.
- 40. Hon. Linda Krupa**  
Hemet, RC District 3
- 41. Hon. Andrew Lara**  
Pico Rivera, RC District 31
- 42. Hon. John Lee**  
Los Angeles, RC District 59
- 43. Hon. Carlos Leon**  
Anaheim, RC District 19
- 44. Hon. Patricia Lock Dawson**  
Riverside, RC District 68
- 45. Sup. Vianey Lopez**  
Ventura County
- 46. Hon. Clint Lorimore**  
Eastvale, RC District 4
- 47. Hon. Ken Mann**  
Lancaster, RC District 43
- 48. Hon. Steve Manos**  
Lake Elsinore, RC District 63
- 49. Hon. Andrew Masiel**  
Tribal Govt Regl Planning Board Representative
- 50. Hon. Larry McCallon**  
Air District Representative

- 51. Hon. Casey McKeon**  
Huntington Beach, RC District 64
- 52. Hon. Tim McOsker**  
Los Angeles, RC District 62
- 53. Hon. Lauren Meister**  
West Hollywood, RC District 41
- 54. Hon. L.Dennis Michael**  
Rancho Cucamonga, RC District 9
- 55. Hon. Marisela Nava**  
Perris, RC District 69
- 56. Hon. Frank Navarro**  
Colton, RC District 6
- 57. Hon. Imelda Padilla**  
Los Angeles, RC District 53
- 58. Hon. Traci Park**  
Los Angeles, RC District 58
- 59. Hon. Nikki Perez**  
Burbank, District 42
- 60. Sup. Luis Plancarte**  
Imperial County
- 61. Hon. Curren Price**  
Los Angeles, RC District 56
- 62. Hon. Nithya Raman**  
Los Angeles, RC District 51
- 63. Hon. Gil Rebollar**  
Brawley, RC District 1
- 64. Hon. Rocky Rhodes**  
Simi Valley, RC District 46
- 65. Hon. Monica Rodriguez**  
Los Angeles, RC District 54
- 66. Hon. Ali Saleh**  
Bell, RC District 27
- 67. Hon. Steve Sanchez**  
La Quinta, District 66

- 68. Hon. Tim Sandoval**  
Pomona, RC District 38
- 69. Hon. Suely Saro**  
Long Beach, RC District 29
- 70. Hon. Zak Schwank**  
Temecula, RC District 5
- 71. Hon. David J. Shapiro**  
Calabasas, RC District 44
- 72. Hon. Marty Simonoff**  
Brea, RC District 22
- 73. Hon. Jose Luis Solache**  
Lynwood, RC District 26
- 74. Sup. Hilda Solis**  
Los Angeles County
- 75. Hon. Hugo Soto-Martinez**  
Los Angeles, RC District 60
- 76. Sup. Karen Spiegel**  
Riverside County
- 77. Hon. Steve Tye**  
Diamond Bar, RC District 37
- 78. Sup. Donald Wagner**  
Orange County
- 79. Hon. Alan Wapner**  
SBCTA Representative
- 80. Hon. Acquanetta Warren**  
Fontana, District 8
- 81. Hon. Thomas Wong**  
Monterey Park, District 34
- 82. Hon. Jeff Wood**  
Lakewood, RC District 24
- 83. Hon. Katy Yaroslavsky**  
Los Angeles, RC District 52
- 84. Hon. Frank A. Yokoyama**  
Cerritos, RC District 23



## REGIONAL COUNCIL AGENDA

Southern California Association of Governments  
900 Wilshire Boulevard, Suite 1700 – Regional Council Room  
Los Angeles, CA 90017  
**Thursday, December 5, 2024**  
**12:15 PM**

The Regional Council may consider and act upon any of the items on the agenda regardless of whether they are listed as Information or Action items.

### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

***(The Honorable Curt Hagman, President)***

### **PUBLIC COMMENT PERIOD (Matters Not on the Agenda)**

This is the time for public comments on any matter of interest within SCAG's jurisdiction that is ***not*** listed on the agenda. For items listed on the agenda, public comments will be received when that item is considered. Although the committee may briefly respond to statements or questions, under state law, matters presented under this item cannot be discussed or acted upon at this time.

### **REVIEW AND PRIORITIZE AGENDA ITEMS**

#### **CHAIR'S REPORT**

- ***The Honorable David J. Shapiro – Community, Economy and Human Development Committee***
- ***The Honorable Luis Plancarte – Energy and Environment Committee***
- ***The Honorable Mike T. Judge – Transportation Committee***

### **CONSENT CALENDAR**

#### Approval Items

- |                                                                                               |         |
|-----------------------------------------------------------------------------------------------|---------|
| 1. Minutes of the Meeting – November 7, 2024                                                  | PPG. 9  |
| 2. 2024 Sustainable Communities Program Active Transportation and Safety Recommended Projects | PPG. 24 |
| 3. SCAG Memberships and Sponsorships                                                          | PPG. 39 |

#### Receive and File

- |                                                                                                                                                                                   |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 4. December 2024 State and Federal Legislative Update                                                                                                                             | PPG. 42 |
| 5. Status Update on the South Coast Air Quality Management District (AQMD) California Environmental Quality Act (CEQA) Guidance for Evaluating Cumulative Impacts from Air Toxics | PPG. 68 |
| 6. Purchase Orders, Contract and Amendments below Regional Council's Approval Threshold                                                                                           | PPG. 71 |
| 7. CFO Monthly Report                                                                                                                                                             | PPG. 79 |



### INFORMATION ITEMS

8. Southern California Economic Update 75 Mins. PPG. 81  
*(SCAG Economic Round Table)*

9. Federal Elections Update 30 Mins. PPG. 83  
*(Javiera Cartagena, Director of Government and Public Affairs, SCAG; and Holland & Knight)*

### BUSINESS REPORT

*(Lucy Dunn, Ex-Officio Member; Business Representative)*

### PRESIDENT'S REPORT

*(The Honorable Curt Hagman, President)*

### EXECUTIVE DIRECTOR'S REPORT

*(Kome Ajise, Executive Director)*

### FUTURE AGENDA ITEMS

### ANNOUNCEMENTS

### ADJOURNMENT



## AGENDA ITEM 1 REPORT

Southern California Association of Governments  
December 5, 2024

NO. 668  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
REGIONAL COUNCIL  
MINUTES OF THE REGULAR MEETING  
THURSDAY, NOVEMBER 7, 2024

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE REGIONAL COUNCIL. A VIDEO RECORDING OF THE ACTUAL MEETING IS AVAILABLE ON THE SCAG WEBSITE AT: <http://scag.iqm2.com/Citizens/>

The Regional Council (RC) of the Southern California Association of Governments (SCAG) held a regular meeting both in person and virtually (telephonically and electronically). A quorum was present.

### **Members Present**

**Sup. Curt Hagman, President**

**Hon. Cindy Allen, 1st Vice President**

**Hon. Ray Marquez, 2<sup>nd</sup> Vice President**

**Hon. Art Brown, Imm. Past President**

Sup. Luis Plancarte

Sup. Don Wagner

Sup. Karen Spiegel

Sup. Vianey Lopez

Michael Goodsell

Hon. Jan Harnik,

Hon. Alan Wapner

Hon. Trish Kelley

Hon. Mike T. Judge

Hon. Clint Lorimore

Hon. Frank Navarro

Hon. Damon L. Alexander

Hon. Rick Denison

Hon. John Gabbard

Hon. Wendy Bucknum

Hon. Carlos Leon

Hon. Joe Kalmick

Hon. Marty Simonoff

*Long Beach*

*Chino Hills*

*Buena Park*

*Eastvale*

*Colton*

*San Bernardino*

*Yucca Valley*

*Dana Point*

*Mission Viejo*

*Anaheim*

*Seal Beach*

*Brea*

**San Bernardino County**

**District 30**

**District 10**

**District 21**

Imperial County

Orange County

Riverside County

Ventura County

ICTC

RCTC

SBCTA

TCA

VCTC

District 4

District 6

District 7

District 11

District 12

District 13

District 19

District 20

District 22

|                           |                             |                             |
|---------------------------|-----------------------------|-----------------------------|
| Hon. Frank Yokoyama       | <i>Cerritos</i>             | District 23                 |
| Hon. Jeff Wood            | <i>Lakewood</i>             | District 24                 |
| Hon. Mark E. Henderson    | <i>Gardena</i>              | District 28                 |
| Hon. Ali Saleh            | <i>Bell</i>                 | District 27                 |
| Hon. Andrew Lara          | <i>Pico Rivera</i>          | District 31                 |
| Hon. Thomas Wong          | <i>Monterey Park</i>        | District 34                 |
| Hon. Margaret E. Finlay   | <i>Duarte</i>               | District 35                 |
| Hon. Keith Eich           | <i>La Cañada Flintridge</i> | District 36                 |
| Hon. Lauren Meister       | <i>West Hollywood</i>       | District 41                 |
| Hon. Nikki Perez          | <i>Burbank</i>              | District 42                 |
| Hon. David J. Shapiro     | <i>Calabasas</i>            | District 44                 |
| Hon. Rocky Rhodes         | <i>Simi Valley</i>          | District 46                 |
| Hon. Jenny Crosswhite     | <i>Santa Paula</i>          | District 47                 |
| Hon. Steve Manos          | <i>Lake Elsinore</i>        | District 63                 |
| Hon. Steve Sanchez        | <i>La Quinta</i>            | District 66                 |
| Hon. Patricia Lock Dawson | <i>Riverside</i>            | District 68                 |
| Hon. Marisela Nava        | <i>Perris</i>               | District 69                 |
| Hon. Larry McCallon       |                             | Air District Representative |
| Ms. Lucy Dunn             |                             | Business Representative     |

## **Members Not Present**

Sup. Kathryn Barger  
 Sup. Hilda Solis  
 Hon. Gil Rebolgar  
 Hon. Kathleen Kelly  
 Hon. Linda Krupa  
 Hon. Zak Schwank  
 Hon. Acquanetta Warren  
 Hon. L. Dennis Michael  
 Hon. Tammy Kim  
 Hon. Lauren Kleiman  
 Hon. Valerie Amezcua  
 Hon. Jon Dumitru  
 Hon. Marshall Goodman  
 Hon. Claudia Frometa  
 Hon. José Luis Solache  
 Hon. Suely Saro  
 Hon. Margaret Clark  
 Hon. Gary Boyer  
 Hon. Steve Tye

## **Members Not Present**

Brawley  
*Palm Desert*  
*Hemet*  
*Temecula*  
*Fontana*  
*Rancho Cucamonga*  
*Irvine*  
*Newport Beach*  
*Santa Ana*  
*Orange*  
*La Palma*  
*Downey*  
*Lynwood*  
*Long Beach*  
*Rosemead*  
*Glendora*  
*Diamond Bar*

## **Members Not Present**

Los Angeles County  
 Los Angeles County  
 District 1  
 District 2  
 District 3  
 District 5  
 District 8  
 District 9  
 District 14  
 District 15  
 District 16  
 District 17  
 District 18  
 District 25  
 District 26  
 District 29  
 District 32  
 District 33  
 District 37



|                              |                            |                                  |
|------------------------------|----------------------------|----------------------------------|
| Hon. Tim Sandoval            | <i>Pomona</i>              | District 38                      |
| Hon. James Gazeley           | <i>Lomita</i>              | District 39                      |
| Hon. Drew Boyles             | <i>El Segundo</i>          | District 40                      |
| Hon. Ken Mann                | <i>Lancaster</i>           | District 43                      |
| Hon. Laura Hernandez         | <i>Port Hueneme</i>        | District 45                      |
| Hon. Eunisses Hernandez      | <i>Los Angeles</i>         | District 48                      |
| Hon. Paul Krekorian          | <i>Los Angeles</i>         | District 49/Public Transit Rep.  |
| Hon. Bob Blumenfield         | <i>Los Angeles</i>         | District 50                      |
| Hon. Nithya Raman            | <i>Los Angeles</i>         | District 51                      |
| Hon. Katy Young Yaroslavsky  | <i>Los Angeles</i>         | District 52                      |
| Hon. Imelda Padilla          | <i>Los Angeles</i>         | District 53                      |
| Hon. Monica Rodriguez        | <i>Los Angeles</i>         | District 54                      |
| Hon. Marqueece Harris-Dawson | <i>Los Angeles</i>         | District 55                      |
| Hon. Curren D. Price, Jr.    | <i>Los Angeles</i>         | District 56                      |
| Hon. Heather Hutt            | <i>Los Angeles</i>         | District 57                      |
| Hon. Traci Park              | <i>Los Angeles</i>         | District 58                      |
| Hon. John Lee                | <i>Los Angeles</i>         | District 59                      |
| Hon. Hugo Soto-Martinez      | <i>Los Angeles</i>         | District 60                      |
| Hon. Kevin de León           | <i>Los Angeles</i>         | District 61                      |
| Hon. Tim McOsler             | <i>Los Angeles</i>         | District 62                      |
| Hon. Casey McKeon            | <i>Huntington Beach</i>    | District 64                      |
| Hon. Elizabeth Becerra       | <i>Victorville</i>         | District 65                      |
| Hon. Celeste Rodriguez       | <i>San Fernando</i>        | District 67                      |
| Hon. Andrew Masiel, Sr.      | <i>Pechanga Dev. Corp.</i> | Tribal Gov't Reg'l Planning Brd. |
| Hon. Karen Bass              | <i>Los Angeles</i>         | Member-at-Large                  |

## **Staff Present**

Kome Ajise, Executive Director  
 Darin Chidsey, Chief Operating Officer  
 Cindy Giraldo, Chief Financial Officer  
 Sarah Jepson, Chief Planning Officer  
 Javiera Cartagena, Chief Government and Public Affairs Officer  
 Carmen Flores, Chief Human Resources Officer  
 Julie Shroyer, Chief Information Officer  
 Jeffery Elder, Chief Counsel  
 Ruben Duran, Board Counsel  
 Maggie Aguilar, Clerk of the Board  
 Cecilia Pulido, Deputy Clerk of the Board

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**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

President Hagman called the meeting to order at 12:17 p.m. and asked Immediate Past President Art Brown, Buena Park, District 21, to lead the pledge of allegiance.

**PUBLIC COMMENT PERIOD**

President Hagman opened the Public Comment Period for persons to comment on any matter pertinent to SCAG's jurisdiction that were not listed on the agenda.

Ruben Duran, Board Counsel, acknowledged there was one public comment received before the 5:00 p.m. deadline and indicated that it had been transmitted to the Regional Council members.

The Clerk of the Board also acknowledged that they had not received any Public Comment speaker cards for items not listed on the agenda.

Seeing no public comment speakers for items not listed on the agenda, President Hagman closed the Public Comment Period.

**REVIEW AND PRIORITIZE AGENDA ITEMS**

There were no requests to prioritize agenda items.

President Hagman asked Board Counsel to explain how voting would be handled.

Ruben Duran, Board Counsel, stated that this was an in-person only meeting and they would not be having any remote participation under the Brown Act. However, he noted that pursuant to their obligations to comply with the Americans with Disabilities Act, they had received one request from a member of the Regional Council for an accommodation. He further noted that the accommodation had been provided. He explained that the clerk would take a verbal vote after members had used their voting device to record their votes.

**CHAIR'S REPORT**

David J. Shapiro, Community, Economy and Human Development Committee (CEHD) Chair, reported that at the CEHD Committee meeting they had two information items. The first presentation was an update on Implementation Strategies included within Connect SoCal 2024 which was given by Elizabeth Carvajal, SCAG's Deputy Secretary of Planning in Land Use. The other presentation was on two reports related to SCAG's Inclusive Economic Recovery Strategy (IERS) implementation grant program: 1) Addressing Barriers to Economic Opportunities and 2) Apprenticeship Best Practices. He further noted that in Spring 2022, with support from State

Senator Susan Rubio, SCAG received one-time grant funding from the California Workforce Development Board to implement several core recommendations from the IERS and to guide SCAG's efforts in advancing inclusive economic growth. He shared that to better understand how these reports would help deliver inclusive economic prosperity to their region, the CEHD committee heard from SCAG staff, their project consultants, and speakers from the Institute for Local Government.

There were no comments on the CEHD Chair report.

Luis Plancarte, Energy and Environment Committee (EEC) Chair, reported that at the EEC Committee meeting they had three information items. He noted that the first was an expert panel on groundwater sustainability that consisted of speakers from UCLA's Luskin Center for Innovation, the California Department of Water Resources, Ventura County of Public Works, and Fox Canyon Groundwater Management Agency. He shared that the speakers focused on the importance of groundwater for a resilient and reliable water supply and related key policies, challenges, and opportunities at the state, regional, and local levels. He noted that the second item was on the joint MPO letter sent to CARB on SB 375 and the response from CARB. He indicated that the third item focused on Connect SoCal 2024 implementation strategies and the progress made in advancing them to this point.

There were no comments on the EEC Chair report.

Mike Judge, Transportation Committee (TC) Vice Chair, reported that at the Transportation Committee recommended the approval of the SCAG Region's project nominations which were seeking Trade Corridor Enhancement Program (TCEP) funding. He also reported that they had four information item presentations. The first presentation was from Frances Dea-Sanchez, Associate Deputy Director at the California Transportation Commission, who provided an update on State Senate Bill 1121 State and Local Transportation Needs Assessment. He shared that the needs assessment was intended to provide an understanding of statewide transportation funding needs and anticipated revenues. He noted that the Commission would be releasing the draft needs assessment for public comment and would be finalized for submission to the Legislature in early 2025. He indicated that in light of the revenue shortfalls forecasted and road charge strategies identified to mitigate in Connect SoCal 2024, this was a critical discussion to be having statewide. He also reported that they received a presentation on SCAG's Connect SoCal 2024: Implementation Strategies and some core programs like the Regional Pilot Initiatives (RPI), which directly support the implementation of Connect SoCal via innovative pilot projects with local cities and other partners. He also reported that the Transportation Committee received a presentation regarding the Future Communities Pilot Program (FCPP) and an update on SCAG's Smart Cities Program, key examples of Connect SoCal implementation, in partnership with local cities and other partners.

There were no comments on the TC Chair report.

President Hagman asked Board Counsel Duran to address the rules for the meeting with Regional Council Member Frank Navarro, Colton, District 6.

Board Counsel Duran asked Regional Council Member Navarro to ensure that his video was engaged at all times and if there was someone in the room with him over the age of 18 to please identify them for the record in compliance with the Attorney General's Opinion in California.

Regional Council Member Navarro stated that there was nobody else present for the meeting in his office.

### **CONSENT CALENDAR**

There were no Public Comments on the Consent Calendar.

President Hagman stated that he had two notes to report for the Consent Calendar. For Item No. 4, there was a typographical error in the last sentence of the 7<sup>th</sup> Recital of Resolution No. 24-668-1. As described in the staff report, the General Fund budget was proposed to be increased, instead of decreased. For Item No. 9, partners had withdrawn two projects from the Trade Corridor Enhancement Program nomination list – which changes the total number of projects from 15 to 13, and the total regional funding ask from \$474 million to \$323 million. He noted that the projects that had been withdrawn were Caltrans' Arizona & California Railroad Desert Rail Infrastructure Improvement Project and LA Metro's Malabar Yard project, both of which appeared on the project list on page 101 of the agenda packet.

Board Counsel Duran reminded Regional Council Member Navarro to activate his camera.

### **Approval Items**

1. Minutes of the Meeting – September 5, 2024
2. 2025 Meeting Schedule of the Executive Administration Committee, Policy Committees, and Regional Council
3. Contract 24-020-C01 Amendment 2, Addressing Barriers to Economic Opportunities
4. Resolution No. 24-668-1 Approving Amendment 1 to the FY 2024-25 Comprehensive Budget

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5. Master Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the period of January 1, 2025, through December 31, 2034
  6. Acceptance of Office of Traffic Safety Grant (OTS) Funds 2025: Go Human Campaign
  7. Acceptance of Office of Traffic Safety (OTS) Funds: Safety Modeling
  8. Resolution No. 24-668-5 to Address California's Marketplace for Residential and Commercial Property Insurance
  9. 2024 Trade Corridor Enhancement Program: SCAG Region Projects Nominations
  10. SCAG Memberships and Sponsorships

Receive and File

11. November 2024 State and Federal Legislative Update
12. Senate Bill 1121 State and Local Transportation Needs Assessment
13. REAP 2.0 Program Update
14. Purchase Orders, Contract and Amendments below Regional Council's Approval Threshold
15. CFO Monthly Report

A MOTION was made (Shapiro) to approve **Consent Calendar Items** 1 through 10; and Receive and File Items 11 through 15. Motion was SECONDED (McCallon) and passed by the following roll call votes.

**AYES:** Allen, Brown, Bucknum, Crosswhite, Denison, Eich, Finlay, Gabbard, Goodsell, Hagman, Harnik, Henderson, Judge, J. Kalmick, Kelley, Lara, Leon, Lock Dawson, Lopez, Lorimore, Manos, McCallon, Meister, Nava, Navarro\*, Perez, Plancarte, Rhodes, Saleh, S. Sanchez, Shapiro, Simonoff, Spiegel, Wagner, Wapner, Wong, Wood, and Yokoyama (38)

**NOES:** Marquez\*\* (1)

**ABSTAIN:** None (0)

\* Regional Council member Frank Navarro was not physically present during the meeting to conduct electronic voting. The Clerk of the Board asked him what his vote was for the Consent Calendar.

\*\*Regional Council Member Marquez indicated he voted yes on the Consent Calendar. Unfortunately, the voting device captured a no vote.

### **INFORMATION ITEM**

#### **16. Vision of the 2028 Olympic and Paralympic Games and Lessons Learned from Paris 2024**

Kome Ajise, Executive Director, reported that the 2028 Olympic and Paralympic Games in Los Angeles would include more than 800 events at 75 venues across the region, bringing athletes, spectators, and visitors from all over the world into Southern California, and they were beginning to marshal efforts across the region and agencies. He indicated that they would identify their role so that SCAG could continue to brief them [the Regional Council] and get direction from this board on their participation and in the preparation for the Olympics. He reported that SCAG staff had been working in partnership with LA28, Metro, Caltrans, the Los Angeles Department of Transportation, the Los Angeles Mayor's Office, and Metrolink—a group collectively known as the Games Mobility Executives (GME) to develop mobility plans and pursue state and federal funds for transportation infrastructure and mobility resources before, during, and after the Games. He shared that at the EAC meeting, they had Mayor Bass speak to them about the preparation for the games and that at SCAG they were focused on their role that includes developing a regional Transportation Demand Management (TDM) Plan for the region. He indicated that TDM was really work that allows them to be able to scope how they manage behavior and travel demand during the games for all the people that will be here, including visitors. He indicated this would also help them manage how goods and freight will be delivered during the times of the games. He reminded them that TDM approaches had been instrumental in the success of past Olympic Games – including the 1984 Games in Los Angeles and indicated that they were looking forward to working with the large stakeholder group to come up with TDM strategies for the region with direction and guidance from the Board. He shared that they would be looking at the development of a suite of regional initiatives to provide resources to local jurisdictions and transit agencies to support implementation for the games, as well as promoting system improvements that support games mobility, aligning with TDM strategies that they can collectively come up with. He introduced Erin Bromaghim, Deputy Mayor of International Affairs for the City of Los Angeles to provide a presentation on the Olympic and Paralympic games. He briefly shared that in her role as Deputy Mayor of International Affairs, she was focused on bringing global opportunities to Angelenos and connecting the city to economic and cultural partners around the world. He noted that before coming to the Mayor's office, she spent 14 years as a senior civilian with the U.S. Department of Defense, where she managed interagency defense, intelligence, special operations and security reform.

Ms. Bromaghim discussed the upcoming Mega events in the region, including the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games. She highlighted the importance of preparing for these events early, as advised by Paris Mayor Anne Hidalgo, and the potential for these events to serve as a deadline for policy priorities and community connectivity. She also discussed the roles and responsibilities of different entities involved in the games, including the city of Los Angeles, the Organizing Committee, and the International Olympic Committee. She also touched upon the potential economic impact of these events, with a reference to a 2017 economic impact report that would be updated. She also discussed the roles and responsibilities of the Organizing Committee, highlighting the importance of transportation and arts in the 2028 Games. She mentioned that the GME was working on 15 project teams, including transportation demand management. She also highlighted the efforts underway for the Games Arts Festival or Cultural Olympiad, with regional convenings being organized to discuss a framework and structure for the festival.

The Regional Council and Ms. Bromaghim engaged in discussions regarding the 2028 Olympic and Paralympic games. The potential for community sites to host events was discussed. Concerns about transportation, particularly the role of Metrolink, and the need for a discussion on how Metrolink will pay for its involvement was also addressed. Discussion was also had on the planning and preparation for the 2028 games and the need for federal and state support to cover the operational costs of an expanded transit system and other capacities. The success of the 1984 Olympics was highlighted as a benchmark for future events, with a focus on sustainability and minimizing the carbon footprint. The importance of supporting local small businesses during the games was emphasized, with the Mayor's commitment to this priority noted. Lastly, concerns were raised about the games being perceived as LA-centric, with a need for broader Southern California involvement.

Executive Director Ajise introduced the next speakers from LA28, the organizing committee for the 2028 Los Angeles Olympic Games. He indicated Sam Morrissey was the Vice President of Transportation for LA28, who had more than 25 years of experience across a wide spectrum of transportation elements in the public, private and nonprofit sectors. He noted that Mr. Morrissey had an undergraduate degree in Civil Engineering from Rensselaer Polytechnic Institute and an MBA from University of Southern California. He also indicated that Mr. Morrissey would introduce Vic Nol who was the Director of Venue Cities Relations.

Sam Morrissey, VP of Transportation for LA28, noted they had the largest sports program of any Olympic and Paralympic games in history, with additional sports being added. He explained the locations for all those sports was something they were still determining as an organization and hoped to get this locked down soon from a transportation standpoint. He proceeded to provide an update on transportation plans and discussed the challenges and plans for the 2028 Olympic and Paralympic Games in Southern California. He highlighted the need to transport around 100,000 accredited stakeholders, spectators, and workforce, with a focus on public transportation. He also

discussed the Games Route Network, a dedicated lane system for accredited stakeholders, and the need to maintain regional traffic and business operations. He emphasized the importance of minimizing impacts on businesses and residents, and the need for a consistent wayfinding message for all aspects of the games. He also mentioned their partnership with GME and the need to work closely with security partners. He ne noted that the Secret Service would be in charge due to the event's national special security designation. He emphasized the excitement and the need for everyone's involvement.

The Regional Council and Mr. Morrissey engaged in discussions. Transportation security was addressed, and it was noted that this type of event would fall under the national incident command structure with respect to type of operation. The need for additional funding for transportation assets, specifically for Metrolink, to support the games was also addressed.

Vic Nol, Director of Venue Cities and Relations at LA28, engaged in discussions with the Regional Council and discussed the ongoing evaluation of venues and the use of temporary builds to maintain fiscal responsibility.

Executive Director Ajise thanked the speakers for their briefing on the 2028 Olympic and Paralympic games.

#### 17. State/Regional Partnerships to Accelerate Housing Production

Executive Director Ajise reported that their housing team had prepared a staff report that highlighted key efforts SCAG was in engaged in to tackle barriers to housing production. He shared that they had been engaged in strengthening their partnerships to bring capacity to their cities and counties to enable housing production. He introduced Dhakshike Wickrema, Deputy Secretary of Homelessness at the California Business, Consumer Services and Housing Agency, who had more than 15 years of experience in addressing homelessness and housing, both in public, private and nonprofit sectors. He noted that most recently she served in the office of City Council District 10, where she was the Senior Deputy for Homelessness and Housing. He also noted that she served as Senior Deputy for Homelessness and Mental Health in Los Angeles County.

Ms. Wickrema's presentation focused on the importance of housing production and addressing homelessness in the region. She discussed the State's efforts to tackle housing barriers and strengthen partnerships. She highlighted the State's investments in housing, including the Homekey Program and the Housing Assistance Program (HAP), and mentioned the upcoming NoFA for the Behavioral Health Services Act Reform and Bond. She noted that \$1 billion would be set aside for veterans with behavioral health issues who are experiencing or at risk of homelessness and another \$1 billion was for anybody who was experiencing homelessness and has a behavioral challenge.



The Regional Council and Ms. Wickrema engaged in discussions regarding the need for more housing units and the State's efforts to allocate public land for housing. There was also discussion on the complexity of building housing and the need for efficiency in the process.

### **BUSINESS REPORT**

Regional Council Member Lucy Dunn, Business Representative, noted that her business report was on page 210 of the packet. She reported that with respect to federal interest rates the 50 basis-points were granted but it did not move mortgage rates to lower them for housing. She noted that during the meeting they had gotten another 25 basis points, and they would wait to see if that helped to spur home sales. She reported that their labor market continued to be strong which tends to push up mortgage rates, but if the rates were to fall below 5.5%, nearly half of consumers would take on a mortgage for a new home purchase. She indicated not to expect mortgage rates to fall anytime soon. She shared that economists were saying that they were close to a soft landing and avoiding a recession. She noted that inflation was just a above the 2 percent goal that the Feds had been looking at but that they still had a bit of a two-track economy. She also shared that Proposition 36 was a big issue followed by the business community this year on retail and safety. She reported that it passed overwhelmingly as projected. She also reported that the GLUE Council was not meeting this month and since the Economic Summit had been canceled, they would be doing a briefing in December. She noted that the GLUE Council had been invited to join the Regional Council at that presentation. She thanked SCAG for addressing the insurance crisis in California. She shared that the default insurance plan by the State was called the Fair Plan because of all the insurance companies that were leaving. She indicated that the Fair Plan had \$500 billion of assets at risk which was how many Californians have had to sign up under this fair plan in place of private insurance. She further indicated that the Fair Plan was only funded to \$1 billion in capacity. She expressed that perhaps the next step was to ask the Regional Council to consider asking the legislature to please fund the Fair Plan. She indicated that without insurance, condos didn't get built, single family might but they needed a full range of housing to meet their goals. She indicated that they needed to keep pushing their legislators on insurance solutions and funding the Fair Plan.

### **PRESIDENT'S REPORT**

President Hagman reported that with another election cycle working its way through, they had some lineup changes for their Regional Council and Policy Committees. He acknowledged outgoing members and thanked them for their service: Luis Plancarte, Gary Boyer, Marshall Goodman, Damon Alexander, Paul Krekorian, Immediate Past President Art Brown, Jose Luis Solache, and Celeste Rodriguez. He noted Regional Council Member Solache and Rodriguez were leaving to go to the legislature. He also reported that the Southern California Clean Cities Coalition, administered by SCAG since 2010, received two first place awards at the 2024 Clean Cities and Communities Training Workshop last month. He noted that the awards were for the greatest percentage increase

in gasoline gallon equivalents – which measures the use of alternative fuel sources equivalent to one gallon of fossil fuel – and the largest reduction of greenhouse gas emissions. He further noted that more than 75 coalitions across the national network of clean cities coalitions were eligible for the awards. He thanked their partners and their significant contributions in advancing alternative fuels and vehicles toward these impressive outcomes. He also reported that they convened the Emerging Technologies Committee last week to discuss their role in the last five years. He shared that there was a great summary by staff. He indicated that they were considering ending the Committee and integrating it with the policy committee meetings but that there was so much desire to keep it going. He indicated that they would be discussing how to keep it going. He also reported that due to scheduling conflicts, they were losing a meeting so they would not be having the annual Economic Summit. He explained that instead they would be passing all the information out at the December meeting. He also reported that the 60<sup>th</sup> General Assembly was taking place May 1-2, 2025, at the JW Marriott and noted that Second Vice President Ray Marquez was working hard on this [the General Assembly Host Committee]. He indicated that if anyone wanted to help sponsor the event to contact Second Vice President Marquez or Perla Lopez, Special Events Producer. Lastly, he reminded members that the next meeting of the Regional Council was scheduled for December 5.

#### **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Ajise called the members attention to the REAP 1.0 report which was a testament to the collaboration that they had across the region and spending the resources they received from the state. He also noted that they were good stewards of those resources in trying to promote housing production. He explained that page two of the report included a list of accomplishments of the \$47 million in REAP 1.0. He also reported that REAP 2.0 was a \$231 million program and they had about \$192 million in projects, which funds about 100 projects that are in all of their jurisdictions across the region. He explained that they were working very quickly to restart that program and get those projects going. He further explained that last month they were able to negotiate an administrative extension with the Department of Housing and Community Development (HCD) that allowed them to extend by seven months how they can spend the money. He reported that there was a joint letter that the four biggest MPO's in the state signed and sent to the Air Resources Board regarding trying to reform SB 375. He indicated that that they would continue to talk to the Board about this. He also noted that they had received a response back which was not what they were hoping to get back. He indicated that they would continue to work with them and would report back on the progress they make in reforming SB 375. He also reported that there was a presentation at the Policy Committees on the implementation strategies for Connect SoCal 2024 and noted that the strategies were organized under four categories: 1) Collaboration and Policy Leadership; 2) Federal Funding Administration; 3) Data Collection, Analysis, and Research; and 4) Local Technical Assistance Resources. He indicated that SCAG had advanced about 71 of the 93 implementation strategies in the plan. He noted that they would continue to

show the progress on that. He explained that one of the issues they had with SB 375 was that it doesn't give them enough opportunities to work on implementation of the plan. Lastly, he reported that on November 22, between 9:00 a.m. and 1:00 p.m., there would be a mobility workshop. He explained that mobility workshops were opportunities for Board members to go out in the field in different parts of the region to see what's happening as a result of the conversations that they were having here and things that are connected to the work that they all do at SCAG. He shared that they would be having an exclusive tour of the SoCal Gas Hydrogen in Downey.

#### **FUTURE AGENDA ITEMS**

President Hagman asked staff to present at the next meeting an update on the election and possible changes that would be coming from the Federal government.

#### **ANNOUNCEMENTS**

There were no announcements.

#### **ADJOURNMENT**

There being no further business, President Hagman adjourned the meeting of the Regional Council at 1:48 p.m.

[MINUTES ARE UNOFFICIAL UNTIL APPROVED BY THE REGIONAL COUNCIL]

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| Regional Council Attendance Report |                                                             |     |     |     |     |     |     |     |     |     |     |     |     |  |  |  |                                   |
|------------------------------------|-------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|--|-----------------------------------|
| 2024-2025                          |                                                             |     |     |     |     |     |     |     |     |     |     |     |     |  |  |  | Total Mtgs<br>Attended<br>To Date |
| MEMBERS                            | Representing                                                | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May |  |  |  |                                   |
| Alexander, Damon L.                | San Bernardino, RC District 7                               | 0   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Allen, Cindy                       | Long Beach, RC District 30                                  | 1   |     |     | 0   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Amezcuca, Valerie                  | Santa Ana, RC District 16                                   | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Barger, Kathryn                    | Los Angeles County                                          | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Bass, Karen                        | Los Angeles, (Member at Large)                              | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Becerra, Elizabeth                 | Victorville, RC District 65                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Blumenfield, Bob                   | Los Angeles, RC District 50                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Boyer, Gary                        | Glendora, RC District 33                                    | 0   |     |     | 1   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Boyles, Drew                       | El Segundo, RC District 40                                  | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Brown, Art                         | Buena Park, RC District 21                                  | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Bucknum, Wendy                     | Mission Viejo, RC District 13                               | 1   | D   | D   | 1   | D   | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Clark, Margaret                    | Rosemead, RC District 32                                    | 1   |     |     | 1   |     | 0   |     |     |     |     |     |     |  |  |  | 2                                 |
| Crosswhite, Jenny                  | Santa Paula, RC District 47                                 | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| de Leon, Kevin                     | Los Angeles, RC District 61                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Denison, Rick                      | Yucca Valley, RC District 11                                | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Dumitru, Jon                       | Orange, RC District 17                                      | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Dunn, Lucy                         | Business Representative                                     | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Eich, Keith                        | La Cañada Flintridge, RC District 36                        | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Finlay, Margaret E.                | Duarte, RC District 35                                      | 1   | A   | A   | 0   | A   | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Frometa, Claudia M.                | Downey, RC District 25                                      | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Gabbard, John                      | Dana Point, RC District 12                                  | 0   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Gazeley, James                     | Lomita, RC District 39                                      | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Goodman, Marshall                  | La Palma, RC District 18                                    | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Goodsell, Mike                     | ICTC Representative                                         |     |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Hagman, Curt                       | San Bernardino County                                       | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Harnik, Jan C.                     | RCTC Rrepresentative                                        | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Harris-Dawson, Marqueece           | Los Angeles, RC District 55                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Henderson, Mark E.                 | Gardena, RC District 28                                     | 1   |     |     | 0   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Hernandez, Eunisses                | Los Angeles, RC District 48                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Hernandez, Laura                   | Port Hueneme, RC District 45                                | 1   |     |     | 1   |     | 0   |     |     |     |     |     |     |  |  |  | 2                                 |
| Hutt, Heather                      | Los Angeles, RC District 57                                 | 0   | R   | R   | 0   | R   | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Judge, Mike T.                     | VTCT Representative                                         | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Kalmick, Joe                       | Seal Beach, RC District 20                                  | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Kelley, Trish                      | TCA Representative                                          | 1   |     |     | 0   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Kelly, Kathleen                    | Palm Desert, RC District 2                                  | 1   |     |     | 1   |     | 0   |     |     |     |     |     |     |  |  |  | 2                                 |
| Kim, Tammy                         | Irvine, RC District 14                                      | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Kleiman, Lauren                    | Newport Beach, RC District 15                               | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Krekorian, Paul                    | Los Angeles, RC District 49/Public Transit Rep              | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Krupa, Linda                       | Hemet, RC District 3                                        | 1   | K   | K   | 0   | K   | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Lara, Andrew                       | Pico Rivera, RC District 31                                 |     |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Lee, John                          | Los Angeles, RC District 59                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Leon, Carlos A.                    | Anaheim, RC District 19                                     | 0   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Lock Dawson, Patricia              | Riverside, RC District 68                                   | 0   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Lopez, Vianey                      | Ventura County                                              | 0   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Lorimore, Clint                    | Eastvale, RC District 4                                     | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Mann, Ken                          | Lancaster, RC District 43                                   | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Manos, Steve                       | Lake Elsinore, RC District 63                               | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Marquez, Ray                       | Chino Hills, RC District 10                                 | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Masiel, Andrew                     | Pechanga Band of Luiseno IndiansTribal Gov. Reg. Plng. Brd. | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| McCallon, Larry                    | Air District Representative                                 | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| McKeon, Casey                      | Huntington Beach, RC District 64                            | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| McOsker, Tim                       | Los Angeles, RC District 62                                 | 1   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 1                                 |
| Meister, Lauren                    | West Hollywood, RC District 41                              | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Michael, L. Dennis                 | Rancho Cucamonga, RC District 9                             | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Nava, Marisela                     | Perris, RC District 69                                      | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |
| Navarro, Frank J.                  | Colton, RC District 6                                       | 1   |     |     | 0   |     | 1   |     |     |     |     |     |     |  |  |  | 2                                 |
| Padilla, Imelda                    | Los Angeles, RC District 53                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Park, Traci                        | Los Angeles, RC District 58                                 | 0   |     |     | 0   |     | 0   |     |     |     |     |     |     |  |  |  | 0                                 |
| Perez, Nikki                       | Burbank, RC District 42                                     | 0   |     |     | 0   |     | 1   |     |     |     |     |     |     |  |  |  | 1                                 |
| Plancarte, Luis                    | Imperial County                                             | 1   |     |     | 1   |     | 1   |     |     |     |     |     |     |  |  |  | 3                                 |

|                     |                               |   |   |   |  |  |  |  |  |  |  |   |
|---------------------|-------------------------------|---|---|---|--|--|--|--|--|--|--|---|
| Price, Curren D.    | Los Angeles, RCDistrict 56    | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Raman, Nithya       | Los Angeles, RC District 51   | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Rebollar, Gil       | Brawley, RC District 1        | 1 | 1 | 0 |  |  |  |  |  |  |  | 2 |
| Rhodes, Rocky       | Simi Valley, RC District 46   | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Rodriguez, Celeste  | San Fernando, RC District 67  | 1 | 0 | 0 |  |  |  |  |  |  |  | 1 |
| Rodriguez, Monica   | Los Angeles, RC District 54   | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Saleh, Ali          | Bell, RC District 27          | 1 | 0 | 1 |  |  |  |  |  |  |  | 2 |
| Sanchez, Steve      | La Quinta, RC District 66     | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Sandoval, Tim       | Pomona, RC District 38        | 1 | 0 | 0 |  |  |  |  |  |  |  | 1 |
| Saro, Suelly        | Long Beach, RC District 29    | 1 | 1 | 0 |  |  |  |  |  |  |  | 2 |
| Schwank, Zak        | Temecula, RC District 5       | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Shapiro, David J.   | Calabasas, RC District 44     | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Simonoff, Marty     | Brea, RC District 22          | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Solache, José Luis  | Lynwood, RC District 26       | 1 | 1 | 0 |  |  |  |  |  |  |  | 2 |
| Solis, Hilda        | Los Angeles County            | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Soto-Martinez, Hugo | Los Angeles, RC District 60   | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Spiegel, Karen      | Riverside County              | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Tye, Steve          | Diamond Bar, RC District 37   | 1 | 0 | 0 |  |  |  |  |  |  |  | 1 |
| Wagner, Donald P.   | Orange County                 | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Wapner, Alan        | SBCTA/SBCOG                   | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Warren, Acquanetta  | Fontana, RC District 8        | 1 | 1 | 0 |  |  |  |  |  |  |  | 2 |
| Wong, Thomas        | Monterey Park, RC District 34 | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Wood, Jeff          | Lakewood, RC District 24      | 1 | 1 | 1 |  |  |  |  |  |  |  | 3 |
| Yaroslavsky, Katy   | Los Angeles, RC District 52   | 0 | 0 | 0 |  |  |  |  |  |  |  | 0 |
| Yokoyama, Frank A.  | Cerritos, RC District 23      | 1 | 0 | 1 |  |  |  |  |  |  |  | 2 |



## AGENDA ITEM 2 REPORT

Southern California Association of Governments  
December 5, 2024

**To:** Transportation Committee (TC)  
Regional Council (RC)

EXECUTIVE DIRECTOR'S  
APPROVAL

**From:** Rachel Om, Senior Regional Planner  
213-630-1550, om@scag.ca.gov

**Subject:** 2024 Sustainable Communities Program Active Transportation and Safety  
Recommended Projects

*Kome Ajise*

### RECOMMENDED ACTION FOR TC:

Recommend the Regional Council approve the Connect SoCal 2024 Sustainable Communities Program Active Transportation and Safety Project List and Contingency List and authorize SCAG staff to fully fund awarded projects, and if applicable, any contingency projects, subject to the identification of additional funding.

### RECOMMENDED ACTION FOR RC:

Approve the Connect SoCal 2024 Sustainable Communities Program Active Transportation and Safety Project List and Contingency List and authorize SCAG staff to fully fund awarded projects, and if applicable, any contingency projects, subject to the identification of additional funding.

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 5: Secure and optimize diverse funding sources to support regional priorities.

### EXECUTIVE SUMMARY:

*In June 2024, following adoption of Connect SoCal 2024 and to support Connect SoCal implementation, the Regional Council directed staff to release a call for applications through the Sustainable Communities Program (SCP) focused on active transportation and safety. The SCP sought proposals for active transportation-related plans and quick-build projects, which primarily support Connect SoCal 2024 mobility policies under Complete Streets, Transit and Multimodal Integration, and Safety. A total of 40 applications were evaluated, and 13 projects are recommended for funding through a combination of state and federal sources.*

### BACKGROUND:

In June 2024, following adoption of Connect SoCal 2024 and to support Connect SoCal implementation, the Regional Council directed staff to release a call for applications through the Sustainable Communities Program (SCP) focused on Active Transportation and Safety, which primarily supports Connect SoCal 2024 mobility policies under Complete Streets, Transit and

Multimodal Integration, and Safety. The 2024 SCP Active Transportation and Safety call for applications was open from July 8 to September 27, 2024, and solicited applications for active transportation-related plans and quick-build projects. The call is funded by Active Transportation Program (ATP) Cycle 7 regional funds, a Fiscal Year (FY) 2023 Safe Streets and Roads for All federal grant, and SCAG matching state funds. The state budget enacted in June 2024 significantly reduced ATP funding, which was intended to serve as local match for SCAG's SS4A grant. The reduction in ATP Cycle 7 funding resulted in an approximately \$1.9 million gap for SCAG's SS4A local match. SCAG is exploring alternative state funding sources to address the gap. To align with state ATP guidelines and reduced funding availability, in September 2024, the Regional Council directed staff to amend the 2024 SCP Active Transportation and Safety guidelines to reflect the revised funding availability of \$8.2 million.

## Engagement Summary

Prior to the opening of the call, draft guidelines were available for public comment from April 8 to 26, 2024, and the final guidelines were adopted by SCAG Regional Council on June 6, 2024 (and amended on September 5, 2024 as noted above). In addition, staff gave presentations at over 20 county transportation commission and council of governments meetings on quick-build projects and the upcoming SCP call for projects. Following the adoption of the guidelines, staff hosted two application workshops (July 25 and August 7) and weekly office hours. Prospective applicants participated in nearly 30 office hour appointments.

## Application Summary

Twenty-nine applications (12 plans and 17 quick-build projects) were submitted from five of the six counties in the SCAG region for a total funding request of \$15.9 million, approximately twice the amount of funding available. Applications were received from all counties except for Imperial, though outreach was conducted. SCAG staff had several meetings with prospective applicants from Imperial County, including Imperial County Public Health Department, Westmorland School District, and City of El Centro. Challenges discussed during the Imperial County outreach meetings included identifying a lead applicant and project delivery concerns due to limited capacity. SCAG staff will continue engagement with jurisdictions across the region on future funding opportunities. **Table 1** summarizes the number of applications submitted by county.

**Table 1: 2024 SCP Active Transportation and Safety Applications Submitted by County**

| County      | Plan     |               | Quick-Build Project |               | Total    |               |
|-------------|----------|---------------|---------------------|---------------|----------|---------------|
|             | Quantity | Total Request | Quantity            | Total Request | Quantity | Total Request |
| Imperial    | 0        | \$0           | 0                   | \$0           | 0        | \$0           |
| Los Angeles | 5        | \$1,486,670   | 11                  | \$8,554,920   | 16       | \$10,041,590  |
| Orange      | 6        | \$2,515,000   | 1                   | \$890,000     | 7        | \$3,405,000   |
| Riverside   | 0        | \$0           | 3                   | \$1,645,000   | 3        | \$1,645,000   |
| San         | 1        | \$240,000     | 1                   | \$503,700     | 2        | \$743,700     |

|              |           |                    |           |                     |           |                     |
|--------------|-----------|--------------------|-----------|---------------------|-----------|---------------------|
| Bernardino   |           |                    |           |                     |           |                     |
| Ventura      | 0         | \$0                | 1         | \$72,000            | 1         | \$72,000            |
| <b>Total</b> | <b>12</b> | <b>\$4,241,670</b> | <b>17</b> | <b>\$11,665,620</b> | <b>29</b> | <b>\$15,907,290</b> |

### Evaluation Summary

Applications were reviewed by 28 evaluators from SCAG, sub-regional agencies, and community-based organizations. Evaluators had experience in active transportation, complete streets, and/or safety. Evaluators reviewed applications using the scoring rubric that was published on the SCP webpage throughout the application period. The evaluation of applications occurred during October 2024, followed by debrief sessions among evaluators. A recommended project list and contingency list were developed based on application scores, geographic equity, and funding eligibility, as described in the 2024 SCP Active Transportation and Safety call guidelines.

### Recommended Projects

#### Plans

Per the guidelines, the maximum plan award is \$500,000. Of the nineteen plan applications considered, two plans are recommended for funding. **Table 2** summarizes the recommended plans. Given the reduction in ATP Cycle 7 regional funds, the OCTA plan is recommended for a partial award as there is insufficient funding for a full award. Plans are not included on the 2024 SCP Active Transportation and Safety recommended contingency list as unfunded plans will be handled through the ATP Cycle 7 regional component, which will be developed in partnership with the six county transportation commissions and brought to the Regional Council in April 2025.

**Table 2: 2024 SCP Active Transportation and Safety – Recommended Plans**

| County       | Applicant                             | Project Name                                     | Funding Request  | Recommended Funding | Percent of Request |
|--------------|---------------------------------------|--------------------------------------------------|------------------|---------------------|--------------------|
| Los Angeles  | Cal State University, Dominguez Hills | CSUDH TDM Plan: LA 28 and Beyond                 | \$266,670        | \$266,670           | 100%               |
| Orange       | OCTA                                  | Move OC: A Vibrant Path to Active Transportation | \$500,000        | \$400,000           | 80%                |
| <b>Total</b> |                                       |                                                  | <b>\$766,670</b> | <b>\$666,670</b>    |                    |

#### Quick-Build Projects

Per the guidelines, the maximum quick-build project award is \$900,000. Of the 21 quick-build applications evaluated, 11 quick-build projects are recommended for funding and five quick-build projects are recommended for the contingency list. The remaining five quick-build projects are not recommended for the contingency list as they generally did not propose eligible quick-build scopes of work. **Table 3** summarizes the recommended quick-build projects. Several projects are



recommended for less funding than requested amount due to project components that would not use eligible quick-build materials or had requests exceeding the maximum award.

**Table 3: 2024 SCP Active Transportation and Safety – Recommended Quick-Build Projects**

| County         | Applicant          | Project Name                                                                                            | Funding Request    | Recommended Funding | Percent of Request |
|----------------|--------------------|---------------------------------------------------------------------------------------------------------|--------------------|---------------------|--------------------|
| Los Angeles    | Burbank            | Safer Downtown Burbank Mobility Network Improvement Project                                             | \$900,000          | \$900,000           | 100%               |
| Los Angeles    | Covina             | Covina Town Center Bicycle/Pedestrian Safety and Connectivity (Gap Closure) Quick-Build Roadway Project | \$790,000          | \$790,000           | 100%               |
| Los Angeles    | Los Angeles County | Norwalk Boulevard Vision Zero Quick-Build Pedestrian Safety Project                                     | \$803,000          | \$803,000           | 100%               |
| Los Angeles    | Monrovia           | Monrovia Active Community Travel Vinculum Phase II                                                      | \$995,748          | \$900,000           | 90%*               |
| Los Angeles    | Montebello         | Montebello CycleSafe Bridge Project                                                                     | \$702,500          | \$362,500           | 52%**              |
| Los Angeles    | Pico Rivera        | Pio Pico Bikeway Connector Project                                                                      | \$900,000          | \$900,000           | 100%               |
| Los Angeles    | Santa Monica       | Santa Monica Neighborhood Greenways Project                                                             | \$875,552          | \$875,552           | 100%               |
| Orange         | Westminster        | City-wide Safe Routes to Schools Quick-Build Project                                                    | \$890,000          | \$445,000           | 50%**              |
| Riverside      | Banning            | Banning Two-Way Cycle Track Safety Project                                                              | \$895,000          | \$895,000           | 100%               |
| San Bernardino | Victorville        | La Paz Dr. / Seneca Rd. Traffic Circle                                                                  | \$503,700          | \$503,700           | 100%               |
| Ventura        | Port Hueneme       | Rectangular Rapid Flashing Beacons Citywide                                                             | \$70,150           | \$70,150            | 100%               |
| <b>Total</b>   |                    |                                                                                                         | <b>\$8,325,650</b> | <b>\$7,444,902</b>  |                    |

\*The recommended funding for the City of Monrovia reflects the maximum award amount of \$900,000 for quick-build projects.

\*\*The recommended funding for the City of Westminster and the City of Montebello reflects the proposed project components that are eligible quick-build elements.

Quick-build projects that scored at least 70 out of 100 points are recommended for the contingency list as those applications proposed projects that met the quick-build criteria of conducting community engagement, using quick-build materials, and conducting evaluation. The remaining five quick-build projects are not recommended for the contingency list as the applications scored below the contingency list threshold and generally did not propose eligible quick-build scopes of work. **Table 4** summarizes the recommended quick-build contingency list.

**Table 4: 2024 SCP Active Transportation and Safety – Recommended Quick-Build Project Contingency list**

| County         | Applicant          | Project Name                                                                 | Request      |
|----------------|--------------------|------------------------------------------------------------------------------|--------------|
| Los Angeles    | Los Angeles County | East Los Angeles Pedestrian Enhancements Project                             | \$1,525,000* |
| Los Angeles    | Los Angeles County | West Carson Pedestrian Safety Project                                        | \$1,175,000* |
| Los Angeles    | Montebello         | Madison Avenue Neighborway                                                   | \$442,400    |
| Los Angeles    | Pico Rivera        | Walkable Uptown Pico Rivera                                                  | \$900,000    |
| San Bernardino | San Bernardino     | City of San Bernardino Rectangle Rapid Flashing Beacons Installation Project | \$399,000    |

*\*The Los Angeles County applications were submitted to the ATP Cycle 7 statewide component but were not selected for funding. If either of these projects are selected for funding through the contingency list process, they will be subject to the maximum \$900,000 award outlined in the 2024 SCP Active Transportation and Safety Guidelines.*

Table 5 summarizes the total number of projects and funding by county.

**Table 5: 2024 SCP Active Transportation and Safety Awards by County**

| County         | Plan     |                  | Quick-Build Project |                    | Total     |                    |
|----------------|----------|------------------|---------------------|--------------------|-----------|--------------------|
|                | Quantity | Total Award      | Quantity            | Total Award        | Quantity  | Total Award        |
| Imperial       | 0        | \$-              | 0                   | \$-                | 0         | \$-                |
| Los Angeles    | 1        | \$266,670        | 7                   | \$5,531,052        | 8         | \$5,797,722        |
| Orange         | 1        | \$400,000        | 1                   | \$445,000          | 2         | \$845,000          |
| Riverside      | 0        | \$-              | 1                   | \$895,000          | 1         | \$895,000          |
| San Bernardino | 0        | \$-              | 1                   | \$503,700          | 1         | \$503,700          |
| Ventura        | 0        | \$-              | 1                   | \$70,150           | 1         | \$70,150           |
| <b>Total</b>   | <b>2</b> | <b>\$666,670</b> | <b>11</b>           | <b>\$7,444,902</b> | <b>13</b> | <b>\$8,111,572</b> |

### Next Steps

Upon Regional Council approval, staff will begin coordinating with quick-build project awardees to initiate the environmental clearance processes under the California Environmental Quality Act

(CEQA) and National Environmental Policy Act (NEPA). Staff will continue to collaborate with county transportation commissions on the development of the ATP Cycle 7 Regional Program, which will include the plans and quick-build projects funded with ATP Cycle 7 regional funds and infrastructure and non-infrastructure projects. The latest anticipated schedule is below:

| 2024 SCP Active Transportation and Safety and 2025 ATP Milestone                                                                             | Anticipated Date |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| SCAG Regional Council approves the 2024 SCP Active Transportation and Safety Recommended Project List and Contingency List*                  | December 5, 2024 |
| SCAG Regional Council approves the ATP Cycle 7 Regional Program*                                                                             | April 3, 2025    |
| California Transportation Commission adopts the 2025 ATP Regional Program, including the 2024 SCP Active Transportation and Safety projects* | June 26-27, 2025 |
| 2024 SCP Active Transportation and Safety project initiation                                                                                 | Summer/Fall 2025 |

*\*Projects selected to receive ATP funding are subject to approval by the SCAG Regional Council and California Transportation Commission as part of the adoption of the complete 2025 Regional ATP. In addition, projects receiving ATP funding will be subject to the programming and allocation process, requirements, and schedule of the Commission.*

## FISCAL IMPACT:

Funding for staff work on this effort is included in the FY25 Overall Work Program (OWP) in projects 050.0169.06 Complete Streets: Active Transportation Program, 050.0169.11 Active Transportation Program, and 225.4955.01: Safe Streets and Roads for All.

## ATTACHMENT(S):

1. PowerPoint Presentation - 2024 SCP Active Transportation and Safety Projects
2. 2024 SCP Active Transportation and Safety Recommended Project and Contingency List



## 2024 Sustainable Communities Program Active Transportation and Safety Recommended Projects

Transportation Committee  
December 5, 2024

[WWW.SCAG.CA.GOV](http://WWW.SCAG.CA.GOV)

2024 SCP Active Transportation and Safety

### Call Overview

- Following adoption of Connect SoCal 2024, Regional Council directed staff to release a call for applications through the **Sustainable Communities Program** (SCP) focused on **Active Transportation and Safety** from July 8 to September 27, 2024.
- Supports implementation of Connect SoCal 2024 mobility policies under **Complete Streets, Transit and Multimodal Integration**, and **Safety**.

## Call Overview

- \$8.2 million funded by:
  - oActive Transportation Program Cycle 7 Regional Funds
  - oFY23 Safe Streets and Roads for All Federal Grant
  - oSCAG State Matching Funds (due to ATP budget cuts)
- Project Types:
  - oCommunity/Areawide Plans: \$500,000 maximum award
  - oQuick-Build Projects: \$900,000 maximum award

## Engagement Summary

| Engagement Touch Point                                                                                                         | Timeframe (2024) | Reach                     |
|--------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|
| <b>Feedback Survey</b> for Guidelines Development                                                                              | March            | 121 responses             |
| <b>Public Comment</b> on Draft Guidelines                                                                                      | April            | 9 comments                |
| <b>Presentations</b> to County Transportation Commissions, Councils of Governments, SCAG Safe and Active Streets Working Group | June – September | 20+ presentations         |
| <b>Application Workshops</b>                                                                                                   | July, August     | 2 workshops, 80 attendees |
| <b>Office Hours</b>                                                                                                            | June – September | 30 sessions               |
| <b>Emails, Individual Meetings, and Phone Calls</b> throughout the call process                                                |                  |                           |

## Application Summary

- Submissions from five of six counties
  - No applications from Imperial County, but SCAG staff coordinated with several prospective applicants.
  - Potential challenges around identifying a lead applicant and staff capacity for project delivery.

29 SCP Applications

- 12 plans
- 17 quick-builds



11 ATP Applications

- 7 plans
- 4 quick-builds

40 Total Applications

- 19 plans
- 21 quick-builds

## 2024 SCP Active Transportation and Safety Application Summary

Total SCP funding request approximately twice funding availability.

|                | Plan     |               | Quick-Build Project |               | Total    |               |
|----------------|----------|---------------|---------------------|---------------|----------|---------------|
| County         | Quantity | Total Request | Quantity            | Total Request | Quantity | Total Request |
| Imperial       | 0        | \$0           | 0                   | \$0           | 0        | \$0           |
| Los Angeles    | 5        | \$1.5M        | 11                  | \$8.6M        | 16       | \$10M         |
| Orange         | 6        | \$2.5M        | 1                   | \$890K        | 7        | \$3.4M        |
| Riverside      | 0        | \$0           | 3                   | \$1.6M        | 3        | \$1.6M        |
| San Bernardino | 1        | \$240K        | 1                   | \$504K        | 2        | \$744K        |
| Ventura        | 0        | \$0           | 1                   | \$72K         | 1        | \$72K         |
| Total          | 12       | \$4.2M        | 17                  | \$11.7M       | 29       | \$15.9M       |

## Recommended Plans

| County      | Applicant                             | Project Name                                         | Funding Request | Recommended Funding |
|-------------|---------------------------------------|------------------------------------------------------|-----------------|---------------------|
| Los Angeles | Cal State University, Dominguez Hills | CSUDH Travel Demand Management Plan: LA28 and Beyond | \$266.67K       | \$266.67K           |
| Orange      | OCTA                                  | Move OC: A Vibrant Path to Active Transportation     | \$500K          | \$400K*             |
| Total       |                                       |                                                      | \$766.67K       | \$666.67K           |

\*Given the reduction in ATP Cycle 7 regional funds, the OCTA plan is recommended for a partial award as there is insufficient funding for a full award.

## Recommended Quick-Build Projects

| County         | Applicant    | Project Name                                                                                            | Funding Request | Recommended Funding |
|----------------|--------------|---------------------------------------------------------------------------------------------------------|-----------------|---------------------|
| Los Angeles    | Burbank      | Safer Downtown Burbank Mobility Network Improvement Project                                             | \$900K          | \$900K              |
| Los Angeles    | Covina       | Covina Town Center Bicycle/Pedestrian Safety and Connectivity (Gap Closure) Quick-Build Roadway Project | \$790K          | \$790K              |
| Los Angeles    | LA County    | Norwalk BI Vision Zero Quick-Build Pedestrian Safety Project                                            | \$803K          | \$803K              |
| Los Angeles    | Monrovia     | Monrovia Active Community Travel Vinculum Phase II                                                      | \$996K          | \$900K*             |
| Los Angeles    | Montebello   | Montebello CycleSafe Bridge Project                                                                     | \$702.5K        | \$362.5K*           |
| Los Angeles    | Pico Rivera  | Pio Pico Bikeway Connector Project                                                                      | \$900K          | \$900K              |
| Los Angeles    | Santa Monica | Santa Monica Neighborhood Greenways Project                                                             | \$875.6K        | \$875.6K            |
| Orange         | Westminster  | Citywide Safe Routes to Schools Quick-Build Project                                                     | \$890K          | \$445K*             |
| Riverside      | Banning      | Banning Two-Way Cycle Track Safety Project                                                              | \$895K          | \$895K              |
| San Bernardino | Victorville  | La Paz Dr. / Seneca Rd. Traffic Circle                                                                  | \$503.7K        | \$503.7K            |
| Ventura        | Port Hueneme | Rectangular Rapid Flashing Beacons Citywide                                                             | \$70.15K        | \$70.15K            |
| Total          |              |                                                                                                         | \$8.3M          | \$7.4M              |

\*Projects are not recommended full funding request due to ineligible project component(s) or the funding request exceeds the maximum award.

## Recommended Quick-Build Projects Contingency List

| County         | Applicant          | Project Name                                                                   | Request  |
|----------------|--------------------|--------------------------------------------------------------------------------|----------|
| Los Angeles    | Los Angeles County | East Los Angeles Pedestrian Enhancements Project                               | \$1.53M* |
| Los Angeles    | Los Angeles County | West Carson Pedestrian Safety Project                                          | \$1.18M* |
| Los Angeles    | Montebello         | Madison Avenue Neighborway                                                     | \$442.4K |
| Los Angeles    | Pico Rivera        | Walkable Uptown Pico Rivera                                                    | \$900K   |
| San Bernardino | San Bernardino     | City of San Bernardino Rectangular Rapid Flashing Beacons Installation Project | \$399K   |

\*The LA County applications were submitted to the ATP Cycle 7 statewide component but were not selected for funding. If either of these projects are selected for funding through the contingency list process, they will be subject to the maximum \$900,000 award outlined in the 2024 SCP Active Transportation and Safety Guidelines.

- Unfunded plans will be handled through ATP Cycle 7 Regional Program Contingency List.

## 2024 SCP Active Transportation and Safety Award Summary

| County         | Plan     |             | Quick-Build Project |             | Total    |             |
|----------------|----------|-------------|---------------------|-------------|----------|-------------|
|                | Quantity | Total Award | Quantity            | Total Award | Quantity | Total Award |
| Imperial       | 0        | \$-         | 0                   | \$-         | 0        | \$-         |
| Los Angeles    | 1        | \$266.67K   | 7                   | \$5.5M      | 8        | \$5.8M      |
| Orange         | 1        | \$400K      | 1                   | \$445K      | 2        | \$845K      |
| Riverside      | 0        | \$-         | 1                   | \$895K      | 1        | \$895K      |
| San Bernardino | 0        | \$-         | 1                   | \$503.7K    | 1        | \$503.7K    |
| Ventura        | 0        | \$-         | 1                   | \$70.15K    | 1        | \$70.15K    |
| Total          | 2        | \$666.67K   | 11                  | \$7.4M      | 13       | \$8.1M      |



## Next Steps

| 2024 SCP Active Transportation and Safety and 2025 ATP Milestone                                                                            | Anticipated Date           |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| SCAG Regional Council approves the 2024 SCP Active Transportation and Safety Recommended Project List and Contingency List                  | December 5, 2024           |
| SCAG staff work with quick-build awardees to initiate environmental clearance (CEQA/NEPA)                                                   | December 2024 – March 2025 |
| SCAG Regional Council approves the ATP Cycle 7 Regional Program                                                                             | April 3, 2025              |
| California Transportation Commission adopts the 2025 ATP Regional Program, including the 2024 SCP Active Transportation and Safety projects | June 26-27, 2025           |
| 2024 SCP Active Transportation and Safety project initiation                                                                                | Summer/Fall 2025           |

## Recommended Actions

- Recommend the Regional Council approve the Connect SoCal 2024 Sustainable Communities Program Active Transportation and Safety Project List and Contingency List and authorize SCAG staff to fully fund awarded projects, and if applicable, any contingency projects, subject to the identification of additional funding.



# THANK YOU!

For more information, please visit:

<https://scag.ca.gov/sustainable-communities-program>

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Senior Regional Planner

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# Sustainable Communities Program



## 2024 Sustainable Communities Program Active Transportation and Safety Recommended Project List and Contingency List

### Community/Areawide Plans

| County      | Applicant                              | Project Name                                          | Recommended Funding |
|-------------|----------------------------------------|-------------------------------------------------------|---------------------|
| Los Angeles | Cal State University, Dominguez Hills  | CSUDH Travel Demand Management Plan: LA 28 and Beyond | \$266,670           |
| Orange      | Orange County Transportation Authority | Move OC: A Vibrant Path to Active Transportation      | \$400,000           |

### Quick-Build Projects

| County         | Applicant          | Project Name                                                                                            | Recommended Funding |
|----------------|--------------------|---------------------------------------------------------------------------------------------------------|---------------------|
| Los Angeles    | Burbank            | Safer Downtown Burbank Mobility Network Improvement Project                                             | \$900,000           |
| Los Angeles    | Covina             | Covina Town Center Bicycle/Pedestrian Safety and Connectivity (Gap Closure) Quick-Build Roadway Project | \$790,000           |
| Los Angeles    | Los Angeles County | Norwalk Boulevard Vision Zero Quick-Build Pedestrian Safety Project                                     | \$803,000           |
| Los Angeles    | Monrovia           | Monrovia Active Community Travel Vinculum Phase II                                                      | \$900,000           |
| Los Angeles    | Montebello         | Montebello CycleSafe Bridge Project                                                                     | \$362,500           |
| Los Angeles    | Pico Rivera        | Pio Pico Bikeway Connector Project                                                                      | \$900,000           |
| Los Angeles    | Santa Monica       | Santa Monica Neighborhood Greenways Project                                                             | \$875,552           |
| Orange         | Westminster        | City-wide Safe Routes to Schools Quick-Build Project                                                    | \$445,000           |
| Riverside      | Banning            | Banning Two-Way Cycle Track Safety Project                                                              | \$895,000           |
| San Bernardino | Victorville        | La Paz Dr. / Seneca Rd. Traffic Circle                                                                  | \$503,700           |
| Ventura        | Port Hueneme       | Rectangular Rapid Flashing Beacons Citywide                                                             | \$70,150            |

2024 Sustainable Communities Program Active Transportation and Safety  
Recommended Project List and Contingency List

Quick-Build Projects Contingency List

| County         | Applicant          | Project Name                                                                      | Request      |
|----------------|--------------------|-----------------------------------------------------------------------------------|--------------|
| Los Angeles    | Los Angeles County | East Los Angeles<br>Pedestrian Enhancements Project                               | \$1,525,000* |
| Los Angeles    | Los Angeles County | West Carson Pedestrian Safety Project                                             | \$1,175,000* |
| Los Angeles    | Montebello         | Madison Avenue Neighborway                                                        | \$442,400    |
| Los Angeles    | Pico Rivera        | Walkable Uptown Pico Rivera                                                       | \$900,000    |
| San Bernardino | San Bernardino     | City of San Bernardino Rectangular Rapid<br>Flashing Beacons Installation Project | \$399,000    |

*\*The Los Angeles County applications were submitted to the ATP Cycle 7 statewide component but were not selected for funding. If either of these projects are selected for funding through the contingency list process, they will be subject to the maximum \$900,000 award outlined in the 2024 SCP Active Transportation and Safety Guidelines.*



## AGENDA ITEM 3 REPORT

Southern California Association of Governments  
December 5, 2024

**To:** Executive/Administration Committee (EAC)  
Regional Council (RC)

EXECUTIVE DIRECTOR'S  
APPROVAL

**From:** David Angel, Legislative Affairs Analyst  
(213) 630-1422, angel@scag.ca.gov

**Subject:** SCAG Memberships and Sponsorships

*Kome Ajise*

### RECOMMENDED ACTION:

Approve up to \$35,000 for memberships in 1) the Intelligent Transportation Society of America (\$10,000) and 2) METTRANS Transportation Consortium (\$25,000).

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 2: Be a cohesive and influential voice for the region.

### EXECUTIVE SUMMARY:

*At its November 19, 2024, meeting, the Legislative/Communications and Membership Committee (LCMC) approved up to \$35,000 for memberships with 1) the Intelligent Transportation Society of America (\$10,000) and 2) METTRANS Transportation Consortium (\$25,000).*

### BACKGROUND:

**Item 1:** The Intelligent Transportation Society of America

**Type:** Membership      **Amount:** \$10,000

The Intelligent Transportation Society of America (ITS America), a nonprofit established in 1991, advocates for deploying Intelligent Transportation Systems (ITS) in the United States. Its mission is to advance the research and deployment of intelligent transportation technologies to save lives, improve mobility, increase accessibility and equity, promote sustainability, and improve efficiency and productivity. ITS America seeks to do this by convening leaders from the public and private sectors, academia, and research organizations to foster innovation. ITS America advocates for policies that support investment in ITS. The organization also conducts research, educates stakeholders, and spreads awareness of innovations in smart transportation technologies.

ITS America's membership brings together the most influential voices from its 240+ members throughout 45 sectors ranging from state departments of transportation (DOT), metropolitan planning organizations (MPOs), cities, transit, freight, start-ups, automakers, suppliers, academia, and more, including:

- American Association of State Highway and Transportation Officials
- American Automobile Association (AAA)
- California Department of Transportation (CalTrans)
- HDR, Inc.
- HNTB
- Los Angeles County Department of Public Works
- Los Angeles County MTA
- Metropolitan Transportation Commission
- National League of Cities

The FY 25 dues for MPOs are \$10,000, which includes the following benefits:

- Join leaders that drive and shape the discussion on a wide range of emerging mobility issues through ITS America’s Standing Advisory Committees;
- Receive weekly updates on federal, legislative, state, and local regulations in the Policy Rundown newsletter and participate in federal advocacy;
- Discounted executive forum attendance fees, exhibit and conference discounts, and forum and policy roundtable speaking opportunities;
- Promote SCAG’s projects and accomplishments in the transportation ecosystem on ITS America’s digital media platforms, ITSABlog, and in the Momentum newsletter; and
- Access to ITS America’s global network of ITS Professionals.

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**Item 2:** The METRANS Transportation Consortium

**Type:** Membership      **Amount:** \$25,000

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The METRANS Transportation Center operates through a partnership with the University of Southern California and California State University, Long Beach. METRANS focuses on solving the most pressing transportation problems facing large metropolitan regions, like the Los Angeles Metropolitan area, through interdisciplinary research, education, and outreach. METRANS facilitates collaboration between the University community, the private sector, and the public sector to study trends in goods movement and international trade and to discuss the latest updates, developments, and policies in the transportation sector.

SCAG staff is recommending that the agency retain membership at the “Silver” level, which will provide SCAG with the following:

- Membership on the METRANS Advisory Board
  - Opportunities to propose special topical events related to current transportation issues
-

- 
- Customized opportunities for student engagement and recruitment and METRANS approved/recommended intern for one semester
  - Sponsorship acknowledgment and participation in the annual Careers in Transportation panel
  - Feature article in various METRANS/CITT publications and online media
  - Admission to all METRANS events and VIP receptions, including four (4) complimentary admissions to the biennial International Urban Freight Conference (I-NUF)
  - Recognition on the METRANS website and other communication materials and at all METRANS events, including I-NUF, Town Hall meetings, and the annual Seminar Series

**PRIOR COMMITTEE ACTION:**

Staff presented the agenda item for up to \$35,000 for memberships with 1) the Intelligent Transportation Society of America (\$10,000) and 2) METRANS Transportation Consortium (\$25,000) to the LCMC at its meeting on November 19, 2024. The LCMC approved this item unanimously as part of the consent calendar.

**FISCAL IMPACT:**

\$35,000 for the Intelligent Transportation Society of America and METRANS Transportation Consortium memberships is included in the approved FY 24-25 Indirect Cost Budget.



## AGENDA ITEM 4 REPORT

Southern California Association of Governments  
December 5, 2024

**To:** Regional Council (RC)

EXECUTIVE DIRECTOR'S  
APPROVAL

**From:** David Angel, Legislative Affairs Analyst  
(213) 630-1422, angel@scag.ca.gov

**Subject:** December 2024 State and Federal Legislative Update

*Kome Ajise*

### RECOMMENDED ACTION:

Receive and File

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 2: Be a cohesive and influential voice for the region.

### STATE

#### California State Legislature November 2024 General Election Update

The United States held the November 2024 General Election on Tuesday, November 5, 2024, where all 80 California State Assemblymembers, half of the 40 State Senators, one U.S. Senator, and all 52 members of the House of Representatives were on the ballots of Californians. These contests also included ten statewide ballot measures and various local offices and local measures.

In the California State Legislature, twenty-four races were anticipated to be competitive, with eighteen in the Assembly and six in the Senate, including open seats and incumbent challenges, with thirteen intraparty contests. Due to term limits and close elections, 30 new legislators will be sworn in on December 2, 2024. First-time members of the legislature will be able to serve up to 12 years. Notably, SCAG Regional Council members Jose Luis Solache and Celeste Rodriguez won their contests to serve in the State Assembly. In addition, SCAG Energy and Environment Committee Member Nick Schultz also won election to the State Assembly. Cruz Strategies' November 2024 General Election Update document contains more details about the election, which is attached to this staff report. Additionally, staff attached a memo detailing the results of local elections, which had candidates that serve on a SCAG board, as well as additional information on state and federal elections.

#### California State Auditor Conducts Audit of Housing Element Review Process

At the request of Senator Steve Glazer (D-Contra Costa), approved unanimously at a Joint Legislative Audit Committee meeting, the California State Auditor is auditing the state's housing element review process. While the audit itself is limited to ten (10) cities that meet certain criteria,



cities and counties are encouraged to provide comments and feedback to the auditor's office regarding their experiences with the state's housing element review process.

This audit will provide an opportunity to identify ways to improve the housing element review process and to allow local jurisdictions to express their individual experiences, which will be critical to helping the State Auditor understand the complexity of the housing element review process and the crucial need for more technical assistance, funding, and tools to allow local jurisdictions to plan for and accelerate housing production.

Local jurisdictions can participate in the audit by submitting comments about their experiences with the housing element review and the 6<sup>th</sup> Cycle Regional Housing Needs Assessment (RHNA) processes to [audit-2024-109@auditor.ca.gov](mailto:audit-2024-109@auditor.ca.gov).

### **Governor Newsom Announced a Second Special Session**

Governor Gavin Newsom issued a proclamation convening a special session of the California Legislature to "safeguard California values and fundamental rights in the face of an incoming Trump administration." The Governor noted that the special session would focus on making more legal resources available for the state to "protect civil rights, reproductive freedom, climate action, and immigrant families" and will start on Monday, December 2, 2024.

The Governor previously called a special session to address gas price spikes, adjourning after the legislature passed one bill allowing the state to require oil refiners to maintain higher reserve levels and authorizing the California Energy Commission to require refiners to plan for scheduled maintenance that can cause gas supplies and prices to fluctuate. In contrast to the special session regarding gas prices, Republicans in the State Legislature plan not to introduce any legislation in this upcoming special session, as legislation introduced as part of a special session must be limited to the issues outlined in the Governor's proclamation.

## **FEDERAL**

### **Congressional November 2024 General Election Update**

The United States held the November 2024 General Election on Tuesday, November 5, 2024, where all 80 California State Assemblymembers, half of the 40 State Senators, one U.S. Senator, and all 52 members of the House of Representatives were on the ballots of Californians. These contests also included ten statewide ballot measures and various local offices and local measures.

The election resulted in President-Elect Trump's re-election as President of the United States and Senate Republicans taking control of the U.S. Senate, having flipped three seats, with an anticipated flip of a fourth seat at the time of writing this report. Republicans now control the Senate by an expected margin of 53 to 47. In California, Representative Adam Schiff won his contest for the U.S. Senate seat for California. George Whitesides flipped Congressional District 27 in the House of

Representatives, defeating incumbent Representative Mike Garcia (R-Santa Clarita). In addition, Derek Tran is currently ahead of incumbent Representative Michelle Steel (R-Cypress) in District 45, though that race remained uncalled. House Republicans have clinched 218 House districts across the county to win a majority, while Democrats have 212. Five House districts remain uncalled by the Associated Press.

### **Federal Appropriations Bills Update**

Congress began its October recess upon adjournment on September 27, 2024, as legislators were busy leading up to the November 2024 General Election. Both chambers reconvened to continue their business on November 12, 2024. Before the October recess, the House and Senate faced a September 30, 2024, deadline to pass all twelve appropriations bills before the end of the federal fiscal year or agree to a continuing resolution (CR) to avoid a government shutdown. Given that both parties and chambers are still not close to agreeing on a full budget, the House and Senate passed a CR on September 25, 2024, which would temporarily fund the federal government at current funding levels through December 20, 2024, with some additional funding included for the Secret Service. The CR passed on a 341 to 82 vote in the House and a 78 to 18 vote in the Senate, and President Biden signed it on September 26, 2024, just four days before the federal government would have shut down.

Congress must pass all 12 appropriations bills or an additional CR by the new December 20 deadline to avoid a government shutdown.

It remains improbable, however, that Congress will pass all 12 appropriations bills by the new deadline. It remains more likely that Congress will pass an additional CR to temporarily fund the government into 2025, which will be the first order of business for the new 119th Congress.

The House of Representatives previously approved five of its 12 appropriations bills in late July before the August recess, including the bills for Military Construction-Veterans Affairs, State-Foreign Operations, Homeland Security, Defense, and Interior-Environment. While the House took an additional vote to consider passage of the Legislative Branch appropriations bill in July, it failed by a margin of 205 to 215. At the time of writing this report, the Senate had yet to vote on any of the appropriations bills on the floor.

Both chambers in session

Senate only in session

House only in session

## July

| Sun. | Mon.                     | Tues.                    | Wed.                     | Thurs.                | Fri. | Sat. |
|------|--------------------------|--------------------------|--------------------------|-----------------------|------|------|
|      | 1                        | 2                        | 3                        | 4<br>Independence Day | 5    | 6    |
| 7    | 8                        | 9                        | 10                       | 11                    | 12   | 13   |
| 14   | 15<br>GOP National Conv. | 16<br>GOP National Conv. | 17<br>GOP National Conv. | 18                    | 19   | 20   |
| 21   | 22                       | 23                       | 24                       | 25                    | 26   | 27   |
| 28   | 29                       | 30                       | 31                       |                       |      |      |

## August

| Sun. | Mon.                     | Tues.                    | Wed.                     | Thurs. | Fri. | Sat. |
|------|--------------------------|--------------------------|--------------------------|--------|------|------|
|      |                          |                          |                          | 1      | 2    | 3    |
| 4    | 5                        | 6                        | 7                        | 8      | 9    | 10   |
| 11   | 12                       | 13                       | 14                       | 15     | 16   | 17   |
| 18   | 19<br>Dem National Conv. | 20<br>Dem National Conv. | 21<br>Dem National Conv. | 22     | 23   | 24   |
| 25   | 26                       | 27                       | 28                       | 29     | 30   | 31   |

## September

| Sun. | Mon.           | Tues. | Wed. | Thurs. | Fri. | Sat. |
|------|----------------|-------|------|--------|------|------|
| 1    | 2<br>Labor Day | 3     | 4    | 5      | 6    | 7    |
| 8    | 9              | 10    | 11   | 12     | 13   | 14   |
| 15   | 16             | 17    | 18   | 19     | 20   | 21   |
| 22   | 23             | 24    | 25   | 26     | 27   | 28   |
| 29   | 30             |       |      |        |      |      |

## October

| Sun. | Mon.               | Tues. | Wed. | Thurs.                     | Fri.                      | Sat.                    |
|------|--------------------|-------|------|----------------------------|---------------------------|-------------------------|
|      |                    | 1     | 2    | 3<br>Rosh Hashana (begins) | 4<br>Rosh Hashana (ends)  | 5                       |
| 6    | 7                  | 8     | 9    | 10                         | 11<br>Yom Kippur (begins) | 12<br>Yom Kippur (ends) |
| 13   | 14<br>Columbus Day | 15    | 16   | 17                         | 18                        | 19                      |
| 20   | 21                 | 22    | 23   | 24                         | 25                        | 26                      |
| 27   | 28                 | 29    | 30   | 31                         |                           |                         |

## November

| Sun. | Mon.               | Tues.             | Wed. | Thurs.                 | Fri. | Sat. |
|------|--------------------|-------------------|------|------------------------|------|------|
|      |                    |                   |      |                        | 1    | 2    |
| 3    | 4                  | 5<br>Election Day | 6    | 7                      | 8    | 9    |
| 10   | 11<br>Veterans Day | 12                | 13   | 14                     | 15   | 16   |
| 17   | 18                 | 19                | 20   | 21                     | 22   | 23   |
| 24   | 25                 | 26                | 27   | 28<br>Thanksgiving Day | 29   | 30   |

## December

| Sun. | Mon. | Tues. | Wed.                | Thurs.                  | Fri. | Sat. |
|------|------|-------|---------------------|-------------------------|------|------|
| 1    | 2    | 3     | 4                   | 5                       | 6    | 7    |
| 8    | 9    | 10    | 11                  | 12                      | 13   | 14   |
| 15   | 16   | 17    | 18                  | 19                      | 20   | 21   |
| 22   | 23   | 24    | 25<br>Christmas Day | 26<br>Hanukkah (begins) | 27   | 28   |
| 29   | 30   | 31    |                     |                         |      |      |

Sources: Offices of Senate Majority Whip Richard J. Durbin, Senate Minority Whip John Thune and House Majority Leader Steve Scalise  
Chris Hale/CQ Roll Call

Updated 11/17/23

## Federal Notices of Funding Opportunities (NOFOs) Update

In 2021, President Joe Biden signed the Infrastructure Investment and Jobs Act (IIJA) into law. This bipartisan infrastructure law provides \$1.2 trillion in total spending over five years, \$110 billion of which is made available through competitive grant funding. These historic levels of investment in transportation grant programs have allowed areas in the SCAG region to apply for funding for critical infrastructure improvement projects.

Below is a current list of open NOFOs issued for transportation and sustainability-related competitive programs:

| Program                                            | Deadline         | Agency                            |
|----------------------------------------------------|------------------|-----------------------------------|
| Regional Infrastructure Accelerators (RIA) Program | January 9, 2025  | U.S. Department of Transportation |
| Rebuilding American Infrastructure                 | January 30, 2025 | U.S. Department of Transportation |

|                                                                                                                |                                  |                                   |
|----------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------|
| with Sustainability and Equity (RAISE)                                                                         |                                  |                                   |
| Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT) | February 24, 2025                | Federal Highway Administration    |
| Rural and Tribal Assistance Pilot Program                                                                      | Forecasted to open November 2024 | U.S. Department of Transportation |
| All Stations Accessibility Program                                                                             | Forecasted to open November 2024 | Federal Transit Administration    |
| Reduction of Truck Emissions at Port Facilities Program                                                        | Forecasted to open December 2024 | U.S. Department of Transportation |
| Port Infrastructure Development Program                                                                        | Forecasted to open December 2024 | U.S. Department of Transportation |
| Grid Resilience and Innovation Partnerships (GRIP) Program                                                     | Forecasted to open Fall 2024     | U.S. Department of Energy         |

**FISCAL IMPACT:**

Work associated with the December 2024 State and Federal Legislative Update is within the Indirect Cost budget, Legislation 810-0120.10.

**ATTACHMENT(S):**

1. Cruz Strategies - State Legislature November 2024 General Election Update
2. SCAG 2024 General Election Memo



## **November 2024 General Election Update**

**As of: 11/13/24 at 3:30PM**

The results of the 2024 General Election resulted in the victory of President Trump, Republican control of the Senate, and tight House margins. California leaders are already poised to again serve as the 'resistance' to D.C. On November 7, Governor Newsom called for a special session to *"safeguard California values and fundamental rights in the face of an incoming Trump administration. The special session will focus on bolstering California legal resources to protect civil rights, reproductive freedom, climate action, and immigrant families."*

The session is expected to open on December 2 parallel to the organizational session.

In the 2024 General Election, twenty-four legislative races were marked as competitive, with eighteen in the Assembly and six in the Senate. These included open seats as well as challenges to incumbents, and notably, thirteen of these were intraparty contests. Campaign spending reached new heights, with Independent Expenditure (IE) committees contributing close to \$100 million. State and county parties added over \$25 million to the spending total. In Sacramento, over 30 new legislators will be sworn in on December 2 and may serve up to 12 years. Not to be overlooked, Californians issued strong mandates on ballot measures from stricter public safety laws and support for school bonds and climate spending. They also showed restraint on spending by turning down local government efforts to pass bonds by a lower threshold.

As it stands, there will be 30 Democrats and 10 Republicans in the State Senate (Flip of 1 seat to the Republicans). In the Assembly, there will be 60 Democrats and 20 Republicans (flip of 2 seats to the Republicans).

Counties have until December 5 to certify their local election results, and the Secretary of State has until December 13 to certify statewide results.

**\*\*Nearly 2 million ballots (13%) remain uncounted statewide at the time of this update.**

### November 5th, 2024 General Election Statewide Races

President of the United States:

- ★ KAMALA D. HARRIS (DEM)
- ★ DONALD J. TRUMP (REP)

United States Senate:

- ★ ADAM SCHIFF (DEM)
- ★ STEVE GARVEY (REP)

### November 5th, 2024 General Election PROPOSITIONS

- ★ PROPOSITION 2 (\$10B Schools Facilities Bond) **PASSING**
- ★ PROPOSITION 3 (Repeal Same-Sex Marriage Ban) **PASSING**
- ★ PROPOSITION 4 (\$10 Climate Bond) **PASSING**
- ★ PROPOSITION 5 (Lower Threshold to Approve Certain Bonds) **FAILED**
- ★ PROPOSITION 6 (Ban Mandatory Prison Labor) **FAILED**
- ★ PROPOSITION 32 (\$18/Hr Minimum Wage) **FAILING**
- ★ PROPOSITION 33 (Expand Rent Control) **FAILED**
- ★ PROPOSITION 34 (Restrict Spending by Certain Health Care Providers) **PASSING**
- ★ PROPOSITION 35 (MCO Tax) **PASSING**
- ★ PROPOSITION 36 (Increase Penalties for Theft/Fentanyl Crimes) **PASSING**

## November 5th, 2024 General Election Senate Races

The following is a list of all 20 odd-numbered Senate seats that are up for election in 2024:

- Incumbents are indicated with an (i) following their name.
- Candidates currently in the lead are bolded.
- Close races are highlighted.

Senate District 1:

- ★ **MEGAN DAHLE (i) (REP)**
- ★ DAVID FENNELL (REP)

Senate District 3:

- ★ THOM BOGUE (REP)
- ★ **CHRISTOPHER CABALDON (DEM)**

Senate District 5:

- ★ JIM SHOEMAKER (REP)
- ★ **JERRY MCNERNEY (DEM)**

Senate District 7:

- ★ **JESSIE ARREGUÍN (DEM)**
- ★ JOVANKA BECKLES (DEM)

Senate District 9:

- ★ **TIM GRAYSON (DEM)**
- ★ MARISOL RUBIO (DEM)

Senate District 11:

- ★ **SCOTT WIENER (i) (DEM)**
- ★ YVETTE CORKREAN (REP)

Senate District 13:

- ★ **JOSH BECKER (i) (DEM)**
- ★ ALEXANDER GLEW (REP)

Senate District 15:

- ★ **DAVE CORTESE (i) (DEM)**
- ★ ROBERT PAUL HOWELL (REP)

Senate District 17:

- ★ **JOHN LAIRD (i) (DEM)**
- ★ TONY VIRRUETA (REP)

Senate District 19:

- ★ **ROSILICIE OCHOA BOGH (i) (REP)**
- ★ LISA MIDDLETON (DEM)

Senate District 21:

- ★ **S. MONIQUE LIMÓN (i)(DEM)**
- ★ ELIJAH MACK (REP)

Senate District 23:

- ★ **SUZETTE MARTINEZ VALLADARES (REP)**
- ★ KIPP MUELLER (DEM)

Senate District 25:

- ★ **SASHA RENÉE PÉREZ (DEM)**
- ★ ELIZABETH WONG AHLERS (REP)

Senate District 27:

- ★ **HENRY STERN (i)(DEM)**
- ★ LUCIE VOLOTZKY (REP)

Senate District 29:

- ★ **ELOISE GOMEZ REYES (DEM)**
- ★ CARLOS A. GARCIA (REP)

Senate District 31:

- ★ **SABRINA CERVANTES (i) (DEM)**
- ★ CYNTHIA NAVARRO (REP)

Senate District 33:

- ★ **LENA A. GONZALEZ (i)(DEM)**
- ★ MARIO PAZ (REP)

Senate District 35:



★ **LAURA RICHARDSON (DEM)**  
★ MICHELLE CHAMBERS (DEM)

Senate District 37:

★ JOSH NEWMAN (i) (DEM)  
★ **STEVEN 'STEVE' CHOI (REP)**

Senate District 39:

★ **AKILAH WEBER (DEM)**  
★ BOB DIVINE (REP)

## November 5th, 2024 General Election Assembly Races

The following is a list of all 80 Assembly seats that are up for election in 2024:

- Incumbents are indicated with an (i) following their name.
- Candidates currently in the lead are bolded.
- Close races are highlighted.

Assembly District 1:

★ **HEATHER HADWICK (REP)**  
★ TENESSA AUDETTE (REP)

Assembly District 2:

★ **CHRIS ROGERS (DEM)**  
★ MICHAEL GREER (REP)

Assembly District 3:

★ **JAMIE 'JAMES' GALLAGHER (i) (REP)**  
★ AARON DRAPER (DEM)

Assembly District 4:

★ **CECILIA M. AGUIAR-CURRY (DEM)**  
★ DARREN T. ELLIS (REP)

Assembly District 5:

★ **JOE PATTERSON (i)(REP)**

★ NEVA PARKER (DEM)

Assembly District 6:

★ **MAGGY KRELL (DEM)**

★ NIKKI ELLIS (REP)

Assembly District 7:

★ **JOSH HOOVER (i)(REP)**

★ PORSCHE MIDDLETON (DEM)

Assembly District 8:

★ GEORGE RADANOVICH (REP)

★ **DAVID J. TANGIPA (DEM)**

Assembly District 9:

★ **HEATH FLORA (i)(REP)**

★ TAMI NOBRIGA (AI)

Assembly District 10:

★ **STEPHANIE NGUYEN (i)(DEM)**

★ VINAYA SINGH (REP)

Assembly District 11:

★ **LORI D WILSON (i)(DEM)**

★ DAVE ENNIS (REP)

Assembly District 12:

★ **DAMON CONNOLLY (i)(DEM)**

★ ANDY PODSHADLEY (REP)

Assembly District 13:

★ **RHODESIA RANSOM (DEM)**

★ DENISE AGUILAR MENDEZ (REP)

Assembly District 14:

★ **BUFFY WICKS (i)(DEM)**

★ MARGOT SMITH (DEM)

Assembly District 15:

- ★ **ANAMARIE AVILA FARIAS (DEM)**
- ★ SONIA LEDO(REP)

Assembly District 16:

- ★ **REBECCA BAUER-KAHAN (i)(DEM)**
- ★ JOSEPH A. RUBAY (REP)

Assembly District 17:

- ★ **MATT HANEY (i)(DEM)**
- ★ MANUEL NORIS-BARRERA (REP)

Assembly District 18:

- ★ **MIA BONTA (i)(DEM)**
- ★ ANDRE SANDFORD (AIP)

Assembly District 19:

- ★ **CATHERINE STEFANI (DEM)**
- ★ DAVID LEE (REP)

Assembly District 20:

- ★ **LIZ ORTEGA (i)(DEM)**
- ★ SANGEETHA SHANBHOGUE (REP)

Assembly District 21:

- ★ **DIANE PAPAN (i)(DEM)**
- ★ MARK GILHAM (REP)

Assembly District 22:

- ★ **JUAN ALANIS (i)(REP)**
- ★ JESSICA SELF (DEM)

Assembly District 23:

- ★ **MARC BERMAN (i)(DEM)**
- ★ LYDIA KOU (DEM)

Assembly District 24:

- ★ **ALEX LEE (i)(DEM)**
- ★ BOB BRUNTON (REP)

Assembly District 25:

- ★ **ASH KALRA (i)(DEM)**
- ★ TED STROLL (REP)

Assembly District 26:

- ★ **PATRICK AHRENS (DEM)**
- ★ TARA SREEKRISHNAN (DEM)

Assembly District 27:

- ★ **ESMERALDA SORIA (i)(DEM)**
- ★ JOANNA GARCIA ROSE (REP)

Assembly District 28:

- ★ **GAIL PELLERIN (i)(DEM)**
- ★ LIZ LAWLER (REP)

Assembly District 29:

- ★ **ROBERT RIVAS (i)(DEM)**
- ★ J.W. PAINE (REP)

Assembly District 30:

- ★ **DAWN ADDIS (i)(DEM)**
- ★ DALILA EPPERSON (REP)

Assembly District 31:

- ★ **JOAQUIN ARAMBULA (i)(DEM)**
- ★ SOLOMON VERDUZCO (REP)

Assembly District 32:

- ★ **VINCE FONG (i)(REP)**
- ★ KEN WEIR (REP)

Assembly District 33:

- ★ **ALEXANDRA MACEDO (REP)**
- ★ XAVIER AVILA (REP)

Assembly District 34:

- ★ **TOM LACKEY (i)(REP)**
- ★ RICARDO ORTEGA (DEM)

Assembly District 35:

★ **JASMEET BAINS (i)(DEM)**

★ ROBERT ROSAS (REP)

Assembly District 36:

★ **JEFF GONZALEZ (REP)**

★ JOSE 'JOEY' ACUÑA JR (DEM)

Assembly District 37:

★ **GREGG HART (i)(DEM)**

★ SARI M. DOMINGUES (REP)

Assembly District 38:

★ **STEVE BENNETT (i)(DEM)**

★ DEBORAH 'DEB' BABER (REP)

Assembly District 39:

★ **JUAN CARRILLO VENTURA (i)(DEM)**

★ PAUL ANDRE MARSH (REP)

Assembly District 40:

★ **PILAR SCHIAVO (i)(DEM)**

★ PATRICK LEE GIPSON (REP)

Assembly District 41:

★ MICHELLE DEL ROSARIO MARTINEZ (REP)

★ **JOHN HARABEDIAN (DEM)**

Assembly District 42:

★ **JACQUI IRWIN (i)(DEM)**

★ TED NORDBLUM (REP)

Assembly District 43:

★ **CELESTE RODRIGUEZ (DEM)**

★ VICTORIA GARCIA (REP)

Assembly District 44:

★ **NICK SCHULTZ (DEM)**

★ TONY RODRIGUEZ (REP)

Assembly District 45:

- ★ **JAMES C. RAMOS (i)(DEM)**
- ★ SCOTT P. OLSON (REP)

Assembly District 46:

- ★ **JESSE GABRIEL (i)(DEM)**
- ★ TRACEY SCHROEDER (REP)

Assembly District 47:

- ★ **GREG WALLIS (REP)**
- ★ CHRISTY HOLSTEGE (DEM)

Assembly District 48:

- ★ **BLANCA RUBIO (i)(DEM)**
- ★ DAN T. TRAN (REP)

Assembly District 49:

- ★ **MIKE FONG (i) (DEM)**
- ★ LONG 'DAVID' LIU (REP)

Assembly District 50:

- ★ **ROBERT GARCIA (DEM)**
- ★ ADAM PEREZ (DEM)

Assembly District 51:

- ★ **RICK CHAVEZ ZBUR (i)(DEM)**
- ★ STEPHAN HOHIL (REP)

Assembly District 52:

- ★ **JESSICA CALOZA (DEM)**
- ★ FRANKY CARRILLO (DEM)

Assembly District 53:

- ★ **MICHELLE RODRIGUEZ (DEM)**
- ★ NICK WILSON (REP)

Assembly District 54:

- ★ **MARK GONZALEZ (DEM)**
- ★ JOHN K. YI (DEM)

Assembly District 55:

- ★ **ISAAC G. BRYAN (i)(DEM)**
- ★ KEITH G. CASCIO (REP)

Assembly District 56:

- ★ **LISA CALDERON (i)(DEM)**
- ★ JESSICA MARTINEZ (REP)

Assembly District 57:

- ★ EFREN MARTINEZ (DEM)
- ★ **SADE ELHAWARY (DEM)**

Assembly District 58:

- ★ CLARISSA CERVANTES (DEM)
- ★ **LETICIA CASTILLO (REP)**

Assembly District 59:

- ★ **PHILLIP CHEN (i) (REP)**
- ★ DAVE OBRAND (DEM)

Assembly District 60:

- ★ **COREY JACKSON (i)(DEM)**
- ★ RON EDWARDS (REP)

Assembly District 61:

- ★ **TINA SIMONE MCKINNOR (i)(DEM)**
- ★ ALFONSO HERNANDEZ (REP)

Assembly District 62:

- ★ **JOSE LUIS SOLACHE (DEM)**
- ★ PAUL JONES (REP)

Assembly District 63:

- ★ **BILL ESSAYLI (i)(REP)**
- ★ CHRIS SHOULTS (DEM)

Assembly District 64:

- ★ **BLANCA PACHECO (i)(DEM)**
- ★ RAUL ORTIZ JR. (REP)

Assembly District 65:

- ★ **MIKE GIPSON (i)(DEM)**
- ★ LYDIA GUTIERREZ (REP)

Assembly District 66:

- ★ **AL MURATSUCHI (i)(DEM)**
- ★ GEORGE BARKS (REP)

Assembly District 67:

- ★ **SHARON QUIRK-SILVA (i)(DEM)**
- ★ ELIZABETH 'BETH' CULVER (REP)

Assembly District 68:

- ★ **AVELINO VALENCIA (i)(DEM)**
- ★ MIKE TARDIF (REP)

Assembly District 69:

- ★ **JOSH LOWENTHAL (i)(DEM)**
- ★ JOSHUA RODRIGUEZ (REP)

Assembly District 70:

- ★ **TRI TA (i)(REP)**
- ★ IMMY D. PHAM (DEM)

Assembly District 71:

- ★ **KATE SANCHEZ (i)(REP)**
- ★ GARY KEPHART (DEM)

Assembly District 72:

- ★ **DIANE DIXON (i)(REP)**
- ★ DOM JONES (DEM)

Assembly District 73:

- ★ **COTTIE PETRIE-NORRIS (i)(DEM)**
- ★ SCOTTY PEOTTER (REP)

Assembly District 74:

- ★ **LAURIE DAVIES (i)(REP)**
- ★ CHRIS DUNCAN (DEM)

Assembly District 75:



- ★ **CARL DEMAIO (REP)**
- ★ ANDREW HAYES (REP)

Assembly District 76:

- ★ KRISTIE BRUCE-LANE (REP)
- ★ **DARSHANA PATEL (DEM)**

Assembly District 77:

- ★ **TASHA BOERNER (i)(DEM)**
- ★ JAMES BROWNE (REP)

Assembly District 78:

- ★ **CHRIS WARD (i)(DEM)**

Assembly District 79:

- ★ COLIN PARENT (DEM)
- ★ **LASHAE SHARP-COLLINS (DEM)**

Assembly District 80:

- ★ **DAVID ALVAREZ (i)(DEM)**
- ★ MICHAEL W. WILLIAMS (REP)

# MEMO

**To:** Kome Ajise, Executive Director and members of the Executive Team  
**From:** Kevin Gilhooley, Legislative Affairs Manager  
**Regarding:** 2024 November General Elections

## Versions:

November 12, 2024 – Updated at 1pm. Updates in red, below.

November 6, 2024 – Originally written.

## Executive Summary:

The following elected officials will not return to the SCAG Regional Council after the November 2024 election:

- Imperial County Supervisor **Luis Plancarte** (did not run for re-election)
- Lynwood Mayor **Jose Luis Solache** (won election to State Assembly)
- San Fernando Councilmember **Celeste Rodriguez** (won election to State Assembly)
- Glendora Councilmember **Gary Boyer** (did not run for re-election)
- La Palma Mayor **Marshall Goodman** (term-limited)
- Buena Park Councilmember **Art Brown** (term-limited)
- San Bernardino City Councilmember **Damon Alexander** (failed to advance from the March primary election)
- Los Angeles Councilmember **Paul Krekorian** (term-limited)

The following elected officials were re-elected on Tuesday, November 5, 2024:

- Pico Rivera Mayor **Andrew Lara** – Re-elected. Currently at a comfortable second place in a vote for three out of five contest.
- El Segundo Mayor **Drew Boyles** – Re-elected. Currently in a comfortable lead in first place in a vote for three out of six contest.
- Santa Ana Mayor **Valerie Amezcuea** – Re-elected. Currently at 60% of votes tallied.

- Brea Councilmember **Marty Simonoff** – Re-elected. Currently in comfortable second place in a vote for two out of four contest.
- La Quinta Councilmember **Steve Sanchez** – Re-elected. Currently in a comfortable first place lead for a vote for two out of three contest.
- Lake Elsinore Mayor **Steve Manos** – Re-elected. Currently at 64% of votes tallied.
- Victorville Mayor **Liz Becerra** – re-elected. Currently at 65% of votes tallied.
- Los Angeles Councilmember **Heather Hutt** – re-elected. Currently at 63% of the votes tallied.

**The following elected officials were likely not re-elected on Tuesday, November 5, 2024:**

- Los Angeles Councilmember **Kevin de Leon** – Lost. Currently at 43% of the votes tallied.
- Palm Desert Councilmember **Kathleen Kelly** – Lost. Currently in second place in a vote for one out of three contest.
- Irvine Councilmember **Tammy Kim** – likely lost. Currently in second place for a directly elected Mayoral position. ~5,000 votes behind current top vote-getter, Larry Agran.

#### **MORE DETAIL ON LOCAL ELECTIONS IMPACTING SCAG ARE INCLUDED, AS FOLLOWS:**

##### **Imperial County:**

Imperial County Supervisor Luis Plancarte chose not to run for re-election. The two candidates running to replace Supervisor Plancarte on the Board of Supervisors are separated by 30 votes out of more than 4,000 cast. The Imperial County Board of Supervisors will likely select its RC Member at its January 7, 2025 meeting.

Imperial County's other two RC Members were not up for (re)election this year.

##### **Los Angeles County:**

RC Member and Los Angeles County Supervisor Kathryn Barger won her re-election outright in the March Primary and was not impacted by the November election.

**NB – NEW RC MEMBER:** Former Los Angeles City Council President Paul Krekorian was termed out after 14 years in office. Krekorian's city council district, which includes the East San Fernando Valley spanning from Toluca Lake to Van Nuys, will now be represented by **ADRIN NAZARIAN**, a former State Assemblymember from the same area.

Los Angeles Councilmember **HEATHER HUTT** **won** re-election to Council District 10, which includes Koreatown, Mid-City, and West Adams. Hutt was appointed to the position in September 2022 after the previous District 10 representative, Mark Ridley-Thomas, was indicted on federal corruption charges.

**NB – NEW RC MEMBER:** Los Angeles Councilmember **KEVIN DE LEON** **lost** re-election to Council District 14, which includes Boyle Heights, Downtown Los Angeles, El Sereno, Highland Park, and Lincoln Heights. From a crowded primary race, which included eight candidates, Ysabel Jurado and De León had a close finish, with each getting about 24% and 23% of the votes, respectively. Ultimately, **Ysabel Jurado** bested Councilmember de Leon **57%** to his **43%** and will become the new Councilmember for District 14.

RC Members **JOSE LUIS SOLACHE** (Lynwood) and **CELESTE RODRIGUEZ** (San Fernando) both **won** election to the State Assembly. These elections create vacancies for RC District 26 (Lynwood and Compton) and RC District 67 (San Fernando and Santa Clarita). Given the “gentleman’s agreement” for District 67 between the two cities, it’s likely that the next RC Member from District 67 will come from Santa Clarita. District 26 will require a district election in partnership with the Gateway Cities COG.

RC Member Mayor **ANDREW LARA** (Pico Rivera) **won** re-election to the Pico Rivera City Council.

RC Member Mayor **DREW BOYLES** (El Segundo) **won** re-election to the El Segundo City Council.

RC Member **GARY BOYER** (Glendora) decided not to run for re-election to the Glendora City Council. This will leave RC District 33 (Azusa, Baldwin Park, Covina, Glendora, and Irwindale) vacant.

### **Orange County:**

Orange County Supervisor **DON WAGNER** won his re-election outright in the March Primary and was not impacted by the November election.

RC Member and Councilmember **JON DIMITRU** (Orange) ran unopposed for re-election to the Orange City Council.

RC Member and Mayor **MARSHALL GOODMAN** (La Palma) was termed out, which will leave RC District 18 (La Palma, Cypress, and Garden Grove) vacant. This will require an election in partnership with the Orange County COG.

RC Member and Councilmember **ART BROWN** (Buena Park) was termed out and will leave RC District 21 (Buena Park and Fullerton) vacant, requiring an election in partnership with the Orange County COG.

RC Member and Councilmember **TAMMY KIM** (Irvine) **lost** the Mayoral election to the Irvine City Council. The election was not a “free ride,” as Councilmember Kim would have been up for re-election to the Council in 2024 anyway but ran for Mayor.

RC Member and Mayor **VALERIE AMEZCUA** (Santa Ana) **won** re-election to the Santa Ana City Council.

RC Member and Councilmember **MARTY SIMONOFF** (Brea) **won** re-election to the Brea City Council.

#### **San Bernardino County:**

RC Member and Councilmember **DAMON ALEXANDER** (San Bernardino) lost the March primary. Though his current term did not end until December, his election loss will leave vacant RC District 7 (San Bernardino and Highland). This vacancy will require an election in partnership with the San Bernardino County Transportation Authority.

RC Member and Mayor **LIZ BECERRA** (Victorville) **won** re-election to the Victorville City Council.

RC Member and Mayor Pro Tem **LARRY MCCALLON** (Air Districts) was up for re-election to the Highland City Council but ran unopposed.

#### **Riverside County:**

RC Member and Councilmember **KATHLEEN KELLY** (Palm Desert) **lost** re-election to the Palm Desert City Council.

RC Member and Councilmember **STEVE SANCHEZ** (La Quinta) **won** re-election to the La Quinta City Council.

RC Member and Mayor **STEVE MANOS** (Lake Elsinore) **won** re-election to the Lake Elsinore City Council.

#### **Ventura County:**

RC Member and Ventura County Supervisor **VIANEY LOPEZ** won her re-election outright in the March Primary and was not impacted by the November election.

No other RC Members from Ventura County were on the ballot this cycle.

#### **STATE LEGISLATIVE RACES:**

Every two years, all 80 seats in the State Assembly and half of the 40 seats in the State Senate are up for election.

Of the 80 Assembly seats up for election, 24 Assemblymembers will not return either because they are subject to term limits or because they chose not to run for re-election to the State Assembly. Of those 24 members not returning, the following 11 represented districts in the SCAG region:

- Wendy Carrillo (D) – AD 52 – has four years remaining.
- Sabrina Cervantes (D) – AD 58 – running for Senate – has four years remaining
- Laura Friedman (D) – AD 44 – running for Congress – has four years remaining
- Eduardo Garcia (D) – AD 36 – has two years remaining
- Chris Holden (D) – AD 41 – due to term limits
- Reggie Jones-Sawyer (D) – AD 57 – due to term limits
- Anthony Rendon (D) – AD 62 – due to term limits
- Eloise Gomes Reyes (D) – AD 50 – running for Senate – has four years remaining
- Luz Rivas (D) – AD 43 – running for Congress – has four years remaining
- Freddie Rodriguez (D) – AD 55 – due to term limits
- Miguel Santiago (D) – AD 54 – has two years remaining

At this time, all incumbent Assemblymembers are ahead of their challengers except for the following:

- Greg Wallis (R) – AD 47 – Assemblymember Wallis trails his opponent, Palm Springs Councilmember Christie Holstege 49 to 51. **UPDATE: Assemblymember Wallis now leads his opponent by 269 votes. It is very likely that the lead will bounce back and forth over the next few days as the last ballots are counted and rejected ballots are cured.**

Before the Tuesday election, Democrats held 62 of the 80 seats. To maintain their super majority status of 2/3s, the Democrats needed to hold onto 54 seats in the Assembly and 27 seats in the State Senate. This allows them to pass urgency legislation or refer initiatives and constitutional amendments directly to the voters without any input or by-in from the Republican legislators.

While ballots are still be counted, there are two seats currently held by Democrats in which the Republican candidate is ahead. If these results hold, and Assemblymember Wallis continues to **lead** his Democrat opponent, this will result in a net gain of **two seats** for the Assembly Republican Caucus. The seats in question are:

- Assembly District 36 (Coachella Valley) – In this seat Assemblymember Eduardo Garcia had decided not to run for re-election.
- Assembly District 58 (Riverside) – In this seat Assemblymember Clarissa Cervantez ran (and won) a seat to the State Senate.

Of the 20 State Senate seats up for election this cycle, 12 districts will have new Senators. This is because 12 Senators were either termed-out or decided not to run for re-election. Of those 12, the following six are districts inside the SCAG region:

- Steve Bradford (D) – SD 35 – due to term limits
- Dave Min (D) – SD 37 – running for Congress – has eight years remaining
- Janet Nguyen (R) – SD 36 – running for board of supervisors – has four years remaining
- Anthony Portantino (D) – SD 25 – due to term limits
- Richard Roth (D) – SD 31 – due to term limits
- Scott Wilk (R) – SD 21 – due to term limits

That said, four sitting Assemblymembers were promoted to the Senate, which blunts the impact of the novice members. This includes the following two from the SCAG region:

- Eloise Gomez Reyes (D-San Bernardino)
- Sabrina Cervantez (D-Riverside)

At this time, all incumbent Senators are ahead of their challengers except for the following:

- Josh Newman (D) SD 37 – Senator Newman trails his opponent, former Assemblymember Steven Choi **48.7% to 51.3%**. While Mayor of Irvine, Choi served on the SCAG Regional Council.

To maintain their super majority status of 2/3s, the Democrats needed to hold onto 27 seats in the State Senate. Before the election, the Democrats held 31 Senate seats. While ballots are still being counted, Senator Newman’s SD 37 is the only senate district in the SCAG region that could flip from one party’s control to the other. If this holds, this will result in a net gain of one seat for the Senate Republican Caucus. **The only other close contest in the State Senate is between two Democrats, so the number of seats will not be affected by the final tabulation.**

### **CONGRESSIONAL ELECTIONS:**

Every two years, all 435 seats in the United States House of Representatives are up for election, including 52 seats in California. Of the 52 seats in California, 27 are represented by Members whose districts touch some part of the SCAG region. Of those 27, the following four will not be returning to the House:

- Tony Cardenas (D) CD 29 – retiring after six terms.
- Grace Napolitano (D) CD 31 – retiring after 12 terms.
- Katie Porter (D) CD 47 – ran for U.S. Senate and lost the March 2024 primary.
- Adam Schiff (D) CD 30 – running for U.S. Senate.

The SCAG region was home to several high-profile House elections. While there are many ballots yet to be counted, the Secretary of State’s office partially reports results as follows:

- Ken Calvert (R) CD 41 – Currently claiming **51.3%** of the vote against former federal prosecutor, Will Rollins. The two men are separated by about **7,500** votes. **This race has**

been called by the Decision Desk for Calvert, but has not been called by the AP or the New York Times.

- Mike Garcia (R) CD 27 – **LOST**. Currently claiming **48.8%** of the vote against former Virgin Galactic CEO, George Whitesides **who took 51.2%**. **This race has not been called by the AP or New York Times, but Congressman Garcia has conceded the race to Mr. Whitesides.**
- Michelle Steel (R) CD 45 – Currently claiming **50.7%** of the vote against trial attorney and veteran, Derek Tran. With more than \$46 million pouring into this Orange County-based seat, this was the single most expensive House race in the United States this cycle. Steel was a member of the SCAG Regional Council when an Orange County Supervisor.
- Open Seat CD 47 – Representative Katie Porter (D-Irvine) currently holds this seat, but ran for the U.S. Senate in the March 2024 primary instead of running for re-election to the House. The election to replace her was a contest between State Senator Dave Min (D-Irvine) and former Assemblymember Scott Baugh (R-Huntington Beach). Currently, Baugh **trails** Min **49.5% to 50.5%**. The two men are separated by about 3,200 votes out of **306,600** cast.

**Aside from Congressman Garcia**, it appears that all other incumbent members of the House from California have won re-election. In addition, there is **one other** congressional district (outside the SCAG region) designated as a “Close Contest” by the Secretary of State’s office. This is a designation given to races in which there is less than a 2% difference between first and second place candidates.

Before the election, there were 220 House Republicans, 212 House Democrats, and three vacancies. Currently, the *New York Times* reports that the Republicans have retained at least **214** seats, the Democrats have retained at least **205** seats, and that **16** have yet to be called.

In addition, 34 of the 100 United States Senate seats were up for election. Known as “Class I” Senators, their terms ran from the beginning of the 116<sup>th</sup> Congress on January 3, 2019, to the end of the 118th Congress which will be on January 3, 2025. Senators in Class I were elected to office in the November 2018 general election, unless they took their seat through appointment or special election.

Of the 34 Senators up for election, one election is taking place to be the junior Senator from California.

- Adam Schiff (D) – Currently claiming **59%** of the vote.

Senator-elect Schiff is a longtime member of the U.S. House of Representatives, and was first elected to the House in 2000. He bested Republican Steve Garvey, a 10-time Major League Baseball All-Star of the Los Angeles Dodgers and San Diego Padres.



Before the election, there were 49 Republican Senators, 47 Democrat Senators, and four Independent Senators who caucus with the Democrats. Currently, the *New York Times* reports that there will be 52 Republican Senators, 45 Democrat Senators, two Independent Senators who caucus with the Democrats, and one race (Pennsylvania) that has not yet been called.

#### OTHER INTERESTING ELECTIONS:

- Former RC Member **Deborah Robertson** is losing re-election as Mayor of Rialto to former Congressman Joe Baca.
- Former RC Member **Andrew Sarega** lost election to the Anaheim City Council District #5. Sarega had resigned as Mayor of La Mirada to run for city council in Anaheim.
- Former RC Member **John Nielsen** was re-elected to the Tustin City Council after having been off council for several years.



## AGENDA ITEM 5 REPORT

Southern California Association of Governments  
December 5, 2024

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**To:** Community Economic & Human Development Committee (CEHD)  
Energy & Environment Committee (EEC)  
Transportation Committee (TC)  
Regional Council (RC)

**From:** Ryan Banuelos, Associate Regional Planner  
(213) 630-1532, banuelos@scag.ca.gov

**Subject:** Status Update on the South Coast Air Quality Management District  
(AQMD) California Environmental Quality Act (CEQA) Guidance for  
Evaluating Cumulative Impacts from Air Toxics

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EXECUTIVE DIRECTOR'S  
APPROVAL

*Kome Ajise*

### RECOMMENDED ACTION FOR CEHD, EEC, TC, AND RC:

Receive and File

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 1: Establish and implement a regional vision for a sustainable future.

### EXECUTIVE SUMMARY:

*The South Coast AQMD has initiated development of a CEQA guidance for evaluating cumulative impacts from air toxics for projects that are located within the South Coast AQMD's jurisdiction and are not exempt from environmental reviews under CEQA. The CEQA guidance is an update to the existing South Coast AQMD's cumulative analysis guidance that was developed in 2003. Based on the current proposed guidance, the project-level cumulative air toxics impact analysis, if approved and adopted as proposed, includes the most significant changes. South Coast AQMD staff is holding public workshops and meeting with stakeholders to encourage and seek input and will be preparing a preliminary draft of the proposed CEQA guidance document in coming months. SCAG staff will continue to monitor the ongoing development of guidance and apprise members of SCAG's Regional Council, Policy Committees, and stakeholders of major updates as appropriate.*

### BACKGROUND:

CEQA requires cumulative impacts analysis for non-exempt projects and defines cumulative impacts as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts" (CEQA Guidelines Section 15355). South Coast AQMD is the resource agency with expertise in air quality and develops guidance on how to conduct air quality analysis for CEQA purposes.

The California Air Resources Board identifies diesel particulate matter (DPM) emissions from diesel-fueled engines as a toxic air contaminant. In February 2022, South Coast AQMD staff initiated a public process for the development of new CEQA guidance on cumulative air quality impacts from air toxics (e.g., DPM) because the largest contributor to cancer risk from air pollution is DPM emissions. The development is intended to update South Coast AQMD's existing cumulative analysis guidance, which was developed in 2003 and to serve as a tool to support CEQA lead agencies when they evaluate projects' cumulative air toxics impacts pursuant to the requirements of CEQA. South Coast AQMD staff has held six public working group meetings to seek stakeholder feedback.

**HIGHLIGHTS OF SOUTH COAST AQMD'S DRAFT CEQA GUIDANCE FOR CUMULATIVE IMPACTS FROM AIR TOXICS (DISCUSSED AT WORKING GROUP MEETING #6 ON NOVEMBER 6, 2024):**

The draft guidance is currently proposed to focus on the operational phase of a project and applies to both regional projects and project-level analysis. The draft guidance includes revisions that may be relevant to project- or site-specific environmental reviews that are conducted by implementing agencies, as well as to environmental reviews for regional projects such as the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) when SCAG is a lead agency pursuant to applicable provisions of the CEQA. While South Coast AQMD staff has not developed a definition for regional projects, regional projects are expected to include plan-level documents such as master plans, general plans, and regional plans. The draft guidance for regional projects' cumulative air toxics impact analyses is proposed to remain largely unchanged from the current analysis approach, which uses 10 in a million significance threshold for cancer risk to determine if cumulative air toxics impacts would be significant.

The draft guidance for project-level cumulative air toxics impact analysis, if approved and adopted as proposed, includes significant changes. They would involve a multi-step process based on a number of project characteristics such as land use type, project size, location, and a project's proximity to high volume diesel-fueled trucks and health sensitive populations within Senate Bill 535 disadvantaged communities and/or Assembly Bill 617 designated communities that are most impacted by air pollution. The project-level cumulative cancer risk significance threshold would range between one in a million and 10 in a million depending on the project's background cancer risk from the South Coast AQMD's Multiple Air Toxics Exposure Study (MATES) plus various project-specific characteristics.

The draft guidance also states that linear projects such as bridges, roads, and freeways (new or improvements) are medium cancer risk impact projects, and that major transportation projects (e.g., airport, port, railyard, bus/train station) are high cancer risk impact projects. Moreover, if regional projects have long-term construction activities, under the draft guidance, they could not be screened out from the cumulative air toxics impacts analysis because long-term construction activities take on characteristics of operational impacts. While the draft guidance would apply to all project types including transportation projects that are subject to CEQA within the South Coast

AQMD's jurisdiction, warehouse and distribution center projects appear to be of particular concern due to DPM emissions from diesel-fueled trucks contributable to cumulative air toxics impacts and associated cancer risk.

If the draft guidance is adopted as proposed, non-exempt CEQA projects that have initiated their environmental review processes after the guidance becomes effective are subject to the new guidance. In addition, CEQA projects located within the South Coast AQMD's jurisdiction or partially encompassing their jurisdiction are subject to the new guidance. CEQA projects located completely outside the South Coast AQMD's jurisdiction are not subject to the new guidance. For more information on the draft guidance and other related materials, please visit South Coast AQMD website: [https://www.aqmd.gov/home/rules-compliance/ceqa/ceqa-policy-development-\(new\)](https://www.aqmd.gov/home/rules-compliance/ceqa/ceqa-policy-development-(new)).

SCAG staff will continue to track the development and provide periodic status updates on major updates as appropriate. Cities, counties, and other agencies such as County Transportation Commissions (LA Metro, OCTA, RCTC, and SBCTA) and Caltrans Districts (Districts 7, 8, and 12) that may have future non-exempt CEQA projects within the South Coast AQMD's jurisdiction are encouraged to participate in the South Coast AQMD's development process.

**NEXT STEPS:**

South Coast AQMD staff will continue to hold public workshops and meetings with stakeholders to seek feedback on the draft guidance. In addition, South Coast AQMD staff will be preparing a preliminary draft of the proposed CEQA guidance document in coming months. At stakeholders' request, South Coast AQMD staff is considering a public review and comment period for the preliminary draft guidance document and plans to provide an update to the Mobile Source Committee in early 2025 prior to seeking South Coast AQMD Governing Board approval and adoption.

**FISCAL IMPACT:**

Work associated with this item is included in the current Fiscal Year 2024-25 Overall Work Program (24-020.0161.04: Environmental Compliance, Coordination and Outreach).



## AGENDA ITEM 6 REPORT

Southern California Association of Governments  
December 5, 2024

**To:** Executive/Administration Committee (EAC)  
Regional Council (RC)

EXECUTIVE DIRECTOR'S  
APPROVAL

**From:** Cindy Giraldo, Chief Financial Officer  
(213) 630-1413, giraldo@scag.ca.gov

**Subject:** Purchase Orders, Contract and Amendments below Regional Council's  
Approval Threshold

*Kome Ajise*

### RECOMMENDED ACTION:

Receive and File

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 1: Establish and implement a regional vision for a sustainable future. 2: Be a cohesive and influential voice for the region. 3: Spur innovation and action through leadership in research, analysis and information sharing. 4: Build a unified culture anchored in the pursuit of organizational excellence. 5: Secure and optimize diverse funding sources to support regional priorities.

### BACKGROUND:

SCAG executed the following Purchase Orders (POs) for more than \$5,000 but less than \$500,000 in October 2024:

| Vendor                              | Description                                | Amount   |
|-------------------------------------|--------------------------------------------|----------|
| City Fare, Inc.                     | Catering for the 2024 Demographic Workshop | \$11,169 |
| Antelope Valley Partners for Health | Traffic Safety Event in Lancaster          | \$5,700  |

SCAG executed the following contracts for more than \$25,000 but less than \$500,000:

| Consultant/Contract No.                 | Description                                                                                         | Amount    |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------|-----------|
| GoTo Communications, Inc.<br>25-015-C01 | The vendor will continue to provide Voice over Internet Protocol (VoIP) telephone services to SCAG. | \$128,026 |

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|                                                |                                                                                                                                                                                                                              |           |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Kimley Horn and Associates, Inc.<br>24-043-C01 | The vendor shall develop a Citywide Pedestrian Access Plan, focusing on the priority community of Edgemont, a Disadvantaged Community Area (DAC) in the western portion of the City of Moreno Valley.                        | \$226,854 |
| Iteris, Inc.<br>24-042-C01                     | The vendor shall provide services for a Sustainable Transportation Planning Grant for the City of Los Angeles, Department of Public Works Bureau of Street Services for the Warner Center Active Transportation Hub project. | \$477,077 |

**ATTACHMENT(S):**

1. Contract Summary 25-015-C01 (Info Item)
2. Contract Summary 24-043-C01 (Info Item)
3. Contract Summary 24-042-C01 (Info Item)

**CONSULTANT CONTRACT NO. 25-015-C01**

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recommended Consultant:</b>                    | GoTo Communications, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Background &amp; Scope of Work:</b>            | Under this agreement, GoTo Communications, Inc. will continue to provide Voice over Internet Protocol (VoIP) telephone services to SCAG. SCAG staff will continue to use this system to communicate with other staff, various partners, stakeholders, and community members, and it is essential to daily work. SCAG has used this provider for the past three years without issue.                                                                                                                                                                                                                                                                                                                                                            |
| <b>Project's Benefits &amp; Key Deliverables:</b> | <p>The project's benefits and key deliverables include, but are not limited to:</p> <ul style="list-style-type: none"><li>• Provides various telephone services and features essential to daily work;</li><li>• Integrates with existing systems, including Microsoft Teams Dialpad;</li><li>• Ensures continuity through vendor provided soft phones; and</li><li>• Provides a simple setup, easy to manage, and reliable system with necessary technical support.</li></ul>                                                                                                                                                                                                                                                                  |
| <b>Strategic Plan:</b>                            | This item supports SCAG's Strategic Plan Goal 3: Spur innovation and action through leadership in research, analysis and information sharing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Contract Amount:</b>                           | <b>Total not to exceed</b> <b>\$128,026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Contract Period:</b>                           | January 1, 2025 through December 31, 2027                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Project Number(s):</b>                         | 811-1163.08 \$128,026<br><br>Funding source(s): Indirect Cost<br><br>Funding of \$64,013 is available in the Fiscal Year 2024-2025 Indirect Cost budget in Project Number 811-1163.08, and the remaining amount is subject to budget availability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Basis for Selection:</b>                       | In accordance with SCAG's Procurement Manual (January 2021) Section 9.3, to foster greater economy and efficiency, SCAG's federal procurement guidance (2 CFR 200.318 [e]) authorizes SCAG to procure goods and services by using an Intergovernmental Agreement or Master Service Agreement (MSA). The goods and services procured under an MSA were previously competitively procured by another governmental entity. SCAG utilized an MSA with GoTo Communications via TIPS (Agreement No. 221003) that was competitively procured. This MSA is specifically designed for use by local agencies to leverage combined purchasing power for discounted volume pricing and qualification for services as provided by GoTo Communications, Inc. |

**CONSULTANT CONTRACT NO. 24-043-C01**

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |                  |                                                 |           |                                     |           |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------|-------------------------------------------------|-----------|-------------------------------------|-----------|
| <b>Recommended Consultant:</b>                            | Kimley Horn and Associates, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |                  |                                                 |           |                                     |           |
| <b>Background &amp; Scope of Work:</b>                    | The Consultant shall develop a Citywide Pedestrian Access Plan, focusing on the priority community of Edgemont, a Disadvantaged Community Area (DAC) that lies on the western portion of the City of Moreno Valley (City). They will identify the pedestrian routes to access major employment centers, shopping centers, regional transit centers, schools, and residential neighborhoods. They will also identify the non-Americans with Disabilities Act (ADA) compliant locations throughout the city and provide safe routes for pedestrians and other vulnerable road users such as people with disabilities, older adults, and children. |                                                           |                  |                                                 |           |                                     |           |
| <b>Project's Benefits &amp; Key Deliverables:</b>         | <p>The project's benefits and key deliverables include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Developing a pedestrian access plan to improve connectivity and walkability in the City of Moreno Valley;</li> <li>• Enhancing accessibility to major destinations within the city; and</li> <li>• Promoting walking and biking via safe, efficient infrastructure that will provide environmental benefits and improve the overall health of the community members.</li> </ul>                                                                                                                                    |                                                           |                  |                                                 |           |                                     |           |
| <b>Strategic Plan:</b>                                    | This item supports SCAG's Strategic Plan Goal 1: Establish and implement a regional vision for a sustainable future.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                           |                  |                                                 |           |                                     |           |
| <b>Contract Amount:</b>                                   | <table> <tr> <td><b>Total not to exceed</b></td><td><b>\$226,854</b></td></tr> <tr> <td>Kimley-Horn Associates, Inc. (prime consultant)</td><td>\$149,421</td></tr> <tr> <td>Lemmon Planning LLC (subconsultant)</td><td>\$77,433</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                            | <b>Total not to exceed</b>                                | <b>\$226,854</b> | Kimley-Horn Associates, Inc. (prime consultant) | \$149,421 | Lemmon Planning LLC (subconsultant) | \$77,433  |
| <b>Total not to exceed</b>                                | <b>\$226,854</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |                  |                                                 |           |                                     |           |
| Kimley-Horn Associates, Inc. (prime consultant)           | \$149,421                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |                  |                                                 |           |                                     |           |
| Lemmon Planning LLC (subconsultant)                       | \$77,433                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                           |                  |                                                 |           |                                     |           |
| <b>Contract Period:</b>                                   | October 31, 2024 through November 30, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                           |                  |                                                 |           |                                     |           |
| <b>Project Number(s):</b>                                 | <p>275-4823UC.08 \$200,834<br/> 275-4823E.08 \$26,020<br/> Funding source(s): Senate Bill 1 (SB1), Transportation Development Act (TDA)</p> <p>Funding of \$226,854 is available in Fiscal Year (FY) 2024-25 Overall Work Program (OWP) in Project Numbers 275-4823UC.08 and 275-4823E.08, and any unused funds are expected to be carried forward into FY 2025-2026, subject to budget availability.</p>                                                                                                                                                                                                                                       |                                                           |                  |                                                 |           |                                     |           |
| <b>Request for Proposal (RFP):</b>                        | <p>SCAG staff notified 2,857 firms of the release of RFP 24-043-C01 via SCAG's Solicitation Management System website. A total of 58 firms downloaded the RFP. SCAG received the following three (3) proposals in response to the solicitation:</p> <table> <tr> <td><b>Kimley-Horn and Associates, Inc. (1 subconsultant)</b></td><td><b>\$226,854</b></td></tr> <tr> <td>Woodsong Associates (1 subconsultant)</td><td>\$243,506</td></tr> <tr> <td>KTU&amp;A (1 subconsultant)</td><td>\$244,955</td></tr> </table>                                                                                                                          | <b>Kimley-Horn and Associates, Inc. (1 subconsultant)</b> | <b>\$226,854</b> | Woodsong Associates (1 subconsultant)           | \$243,506 | KTU&A (1 subconsultant)             | \$244,955 |
| <b>Kimley-Horn and Associates, Inc. (1 subconsultant)</b> | <b>\$226,854</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |                  |                                                 |           |                                     |           |
| Woodsong Associates (1 subconsultant)                     | \$243,506                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |                  |                                                 |           |                                     |           |
| KTU&A (1 subconsultant)                                   | \$244,955                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |                  |                                                 |           |                                     |           |



|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Selection Process:</b>   | <p>The Proposal Review Committee (PRC) evaluated each proposal in accordance with the criteria set forth in the RFP and conducted the selection process in a manner consistent with all applicable federal and state contracting regulations. After evaluating the proposals, the PRC interviewed the three (3) offerors.</p> <p>The PRC consisted of the following individuals:</p> <p>Anikka Van Eyl, Associate Regional Planner, SCAG<br/> Guadalupe Cortes, Associate Engineer, City of Moreno Valley<br/> Wei Sun, Principal Engineer/City Traffic Engineer, City of Moreno Valley</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Basis for Selection:</b> | <p>The PRC recommended Kimley-Horn and Associates, Inc., for the contract award because the Consultant:</p> <ul style="list-style-type: none"> <li>• Demonstrated the best understanding of the project; specifically, the Consultant has prior experience working with the City of Moreno Valley and strong prior experience with active transportation plans with a focus on pedestrian access and transportation safety. Their proposal clearly demonstrated their understanding of the importance of focusing on the Edgemont Community, and the specific needs from the context of this disadvantaged community.</li> <li>• Provided the best technical approach, for example, the Consultant proposed using PublicCoordinate to capture resident input as well as hosting a larger outreach event such as their prior work with the Bakersfield Active Transportation Summit and Festival to get more engagement. Their proposal provided a strong example of what the project website would look like and how it makes it easy for residents to engage both in person and online. The Consultant proposed using Replica and other traffic engineering programs to support their technical analysis. Although other proposals proposed using other types of technical analysis, the Consultant had the proposal with the best balance of in-depth local knowledge, extensive safety and active transportation experience. Finally, the project schedule is well thought through, with tasks and milestones clearly detailed in their proposed schedule, with two months built in for contingency.</li> <li>• Proposed the lowest price and lowest number of hours to perform the work. The rates and hours proposed by the Consultant were reasonable and appropriate for the scope of work. Project costs are realistic given the workload and timeline and have been carefully considered through clear project management and workload scheduling. The Consultant team's extensive experience ensures the project will deliver on time and under budget.</li> </ul> |

**CONSULTANT CONTRACT NO. 24-042-C01**

|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------|---------------------------------|-----------|----------------------------------------------|-----------|-----------------------------------------------------|----------|-----------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Recommended Consultant:</b>                                                                                                         | Iteris, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Background &amp; Scope of Work:</b>                                                                                                 | The Consultant shall provide services for a Sustainable Transportation Planning Grant funded by Caltrans through Senate Bill 1 funds for the City of Los Angeles Department of Public Works – Bureau of Street Services (StreetsLA) for the project, “Linking Warner Center as an Active Transportation Hub to Jobs and Housing” (Warner Center Active Transportation Hub). Specifically, the Consultant shall identify barriers to walking and biking, identify the top 20 priority corridors, and develop active transportation design prototypes for typical roadways in the Warner Center (WC) area. The Consultant shall identify ways to coordinate and leverage future funding strategies, including the WC Specific Plan’s Mobility Fee, and create a funding strategy to implement the top three priority corridors. The Consultant shall engage the community throughout the project and advance the top 3 priority projects to 30% Design Development (DD) with cost estimates. The outcome of this project will be a community-driven active transportation plan. |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Project’s Benefits &amp; Key Deliverables:</b>                                                                                      | <p>The project’s benefits and key deliverables include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Expand transit accessibility by proposing innovative, context-informed roadway designs for Warner Center, which would enhance overall active transportation connectivity.</li> <li>• Implement climate-resilient and safe streets to walk, bike, and roll to essential neighborhood and regional destinations and services.</li> <li>• Promote a community-informed and inclusive decision-making process that engages a broad range of community stakeholders of all ages and abilities in developing the Warner Center active transportation plan.</li> <li>• Facilitate transit investment and implementing multi-modal transit options that decrease Vehicle Miles Travelled (VMT), reduce greenhouse gases (GHG), and improve air quality.</li> </ul>                                                                                                                                                                                       |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Strategic Plan:</b>                                                                                                                 | This item supports SCAG’s Strategic Plan Priority #1: Establish and implement a regional vision for a sustainable future.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Contract Amount:</b>                                                                                                                | <table border="0"> <tr> <td><b>Total not to exceed</b></td><td align="right"><b>\$477,077</b></td></tr> <tr> <td>Iteris, Inc. (prime consultant)</td><td align="right">\$245,474</td></tr> <tr> <td>Alta Planning + Design, Inc. (subconsultant)</td><td align="right">\$103,821</td></tr> <tr> <td>Katherine Padilla &amp; Associates, Inc.(subconsultant)</td><td align="right">\$82,032</td></tr> <tr> <td>Armen Hovanesian Transportation Consulting, Inc (subconsultant)</td><td align="right">\$45,750</td></tr> <tr> <td colspan="2">Note: Iteris, Inc. originally proposed \$486,339, but staff negotiated the price down to \$477,077 without reducing the scope of work.</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                         | <b>Total not to exceed</b> | <b>\$477,077</b> | Iteris, Inc. (prime consultant) | \$245,474 | Alta Planning + Design, Inc. (subconsultant) | \$103,821 | Katherine Padilla & Associates, Inc.(subconsultant) | \$82,032 | Armen Hovanesian Transportation Consulting, Inc (subconsultant) | \$45,750 | Note: Iteris, Inc. originally proposed \$486,339, but staff negotiated the price down to \$477,077 without reducing the scope of work. |  |
| <b>Total not to exceed</b>                                                                                                             | <b>\$477,077</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| Iteris, Inc. (prime consultant)                                                                                                        | \$245,474                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| Alta Planning + Design, Inc. (subconsultant)                                                                                           | \$103,821                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| Katherine Padilla & Associates, Inc.(subconsultant)                                                                                    | \$82,032                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| Armen Hovanesian Transportation Consulting, Inc (subconsultant)                                                                        | \$45,750                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| Note: Iteris, Inc. originally proposed \$486,339, but staff negotiated the price down to \$477,077 without reducing the scope of work. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Contract Period:</b>                                                                                                                | October 29, 2024 through February 28, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |
| <b>Project Number(s):</b>                                                                                                              | 275.4823UC.08 \$422,357<br>275.4823E.03 \$54,720                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                            |                  |                                 |           |                                              |           |                                                     |          |                                                                 |          |                                                                                                                                        |  |

**Attachment: Contract Summary 24-042-C01 (Info Item) (Purchase Orders, Contract and Amendments below Regional Council's Approval**

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                    | <p>Funding source(s): SB 1 Sustainable Communities (SC) Formula and Transportation Development Act (TDA)</p> <p>Funding of \$477,077 is available in the FY 2024-25 OWP budget in Project Number 275.4823.08, and any unused funds are expected to be carried forward into future fiscal year budget(s), subject to budget availability.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Request for Proposal (RFP):</b> | <p>SCAG staff notified 2,155 firms of the release of RFP 24-042 via SCAG's Solicitation Management System website. A total of 54 firms downloaded the RFP. SCAG received the following two (2) proposals in response to the solicitation:</p> <p><b>Iteris, Inc. (3 subconsultants) \$486,339</b></p> <p>Here Design Studio LLC. – list lowest to highest (1 subconsultants) \$348,672</p> <p>Although staff only received two (2) proposals, staff proceeded with the evaluation process given:</p> <ul style="list-style-type: none"> <li>• The solicitation process and requirements were not overly restrictive;</li> <li>• We adequately advertised the procurement from May 17<sup>th</sup> to June 18<sup>th</sup> (i.e., our normal 28 days); and</li> <li>• The two (2) firms that responded could perform the scope of work.</li> </ul> <p>Staff believed that re-soliciting was not likely to yield a different result and needed to maintain the project's schedule, therefore, proceeded to evaluate the two offers received.</p> |
| <b>Selection Process:</b>          | <p>The Proposal Review Committee (PRC) evaluated each proposal in accordance with the criteria set forth in the RFP and conducted the selection process in a manner consistent with all applicable federal and state contracting regulations. After evaluating the proposals, the PRC did not conduct interviews because the proposals contained sufficient information on which to base a contract award.</p> <p>The PRC consisted of the following individuals:</p> <p>Lyndsey Nolan, Senior Regional Planner (Project Manager), SCAG<br/> Nina Phinouwong, Landscape Architectural Associate, City of Los Angeles<br/> Mark Wissa, Civil Engineer, City of Los Angeles</p>                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Basis for Selection:</b>        | <p>The PRC recommended Iteris for the contract award because the consultant:</p> <ul style="list-style-type: none"> <li>• Demonstrated the best understanding of the project; specifically, the consultant team has extensive background knowledge of the project due to their involvement with previous work on the Warner Center Specific Plan (WC2035) and their familiarity with the associated engagement work / stakeholder groups. Their proposal discussed the context for this project including how it will build on previous WC2035 work and how it relates to the City's Mobility Fee Nexus Study. This demonstrates a strong understanding of why StreetsLA initiated this project, which is to equitably complete the active transportation portion of the Specific Plan. In addition, their approach makes clear the Prime's understanding that the intent of the</li> </ul>                                                                                                                                                    |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>project is to translate the active transportation plan into funded grant/implementable projects.</p> <ul style="list-style-type: none"> <li>• Provided the best technical approach; for example, the Prime proposed a potential framework to evaluate the top 20 projects and demonstrated an intent to acknowledge and build upon the ongoing efforts existing under the WC 2035 Specific Plan. The proposal provides a good explanation as to who and how the Technical Advisory Committee (TAC)/Community Advisory Committee (CAC) committees will be selected, identified stakeholder groups in area, and provided project milestones. The roles of the Prime and Sub are well coordinated / integrated, particularly how the consultants will connect Task 3 (Engagement) to Tasks 4 (Project Prioritization, Concept Designs, and Implementation) and 5 (Final Plan) to ensure community and stakeholder preferences inform the outcomes of the project. Finally, the project schedule is well thought through, with tasks and milestones divided into five-month increments.</li> <li>• Provided the best overall value for the level of effort proposed. Though Iteris did not propose the lowest price, the PRC selected the firm's proposal because of the value the firm will bring to this project. The rates and hours proposed by Iteris are appropriate for this project scope. The consultant team highlighted their technical and outreach expertise that can support the project's needs. Project costs are more realistic given workload and timeline and reflects more diverse array of staff levels and backgrounds such as planners, principal engineers, engineers, landscape architects, advisors, outreach specialists, and accountants.</li> </ul> <p>Although another firm proposed a lower price, the PRC did not recommend this firm for contract award because this firm:</p> <ul style="list-style-type: none"> <li>• Did not clearly demonstrate a sufficient level of effort, primarily in the form of staff hours, to satisfactorily complete the tasks in the Scope of Work; and</li> <li>• Did not demonstrate a strong level of understanding around the project context and background, and did not elaborate on technical approach other than re-stating language from the RFP. For example, their proposal did not describe how this project will build on WC2035. In Task 2 (Existing Conditions Analysis), it did not elaborate on what existing conditions to account for or assess. It also underestimated the amount of time it would take to complete key tasks such as recruiting TAC/CAC members and completing 30% DD work. Further, the proposal did not provide an explanation, strategies, or approach on how they would accomplish those tasks on such an aggressive timeline.</li> </ul> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## AGENDA ITEM 7 REPORT

Southern California Association of Governments  
December 5, 2024

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**To:** Executive/Administration Committee (EAC)  
Regional Council (RC)

EXECUTIVE DIRECTOR'S  
APPROVAL

**From:** Cindy Giraldo, Chief Financial Officer  
(213) 630-1413, giraldo@scag.ca.gov

**Subject:** CFO Monthly Report

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*Kome Ajise*

### RECOMMENDED ACTION:

Receive and File

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 5: Secure and optimize diverse funding sources to support regional priorities.

### ACCOUNTING:

#### Membership Dues

As of October 31, 2024, 187 cities, 6 counties, 7 commissions, and 11 tribal governments have paid their FY25 membership dues. SCAG has collected \$2.72M out of \$2.76M billed. This represents 98.44% of the membership assessment.

#### Investments & Interest Earnings

As required by SCAG's investment policy adopted by the Regional Council in July 2018, staff will provide a monthly report of investments and interest earnings. As of October 31, 2024, SCAG has invested \$27.09 million in the LAIF account and has earned \$283,157.66 in interest income. The interest earnings are distributed on a quarterly basis with an average interest rate of 4.51%. Additionally, SCAG has opened a Money Market Account to maximize interest income while monitoring the REAP's funding balance, interest earnings from this account are distributed monthly. As of October 31, 2024, SCAG has invested \$45.50 million in the Money Market Account and has earned \$812,286.06, in interest income.

### BUDGET & GRANTS (B&G):

The Executive/Administration Committee (EAC) and the Regional Council (RC) approved Amendment 1 to the FY 2024-25 (FY25) Comprehensive Budget including the FY 25 Overall Work Program (OWP), in the amount of \$30,867,046, increasing the FY 25 Comprehensive Budget from \$403.7 million to \$434.6 million. The Amendment 1 to the FY25 OWP was submitted to Caltrans for approval.

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In November, B&G staff analyzed the budget requests for FY 2025-26 (FY26) Comprehensive Budget and OWP. The preliminary analysis and data were shared with the Executive Team and divisional budget meetings were held to discuss the FY26 Work Plans and priorities. A draft FY26 Comprehensive Budget and OWP will be presented to the EAC and RC in March 2025.

Lastly, staff worked on finalizing the 2019 Regional Early Action Planning Program (REAP 1.0) close-out report, reconciled the expenditures, and submitted the close-out report as well as the final billing to the California Department of Housing and Community Development (HCD) this month. SCAG recently published a [REAP 1.0 project list](#) that details investments by county in the SCAG region to highlight work completed.

**CONTRACTS ADMINISTRATION:**

In October, the Contracts Administration Department staff supported 14 formal procurements and 191 active contracts and issued 21 purchase orders for active agreements. In this month's consent calendar agenda item, "Purchase Orders, Contracts, and Amendments below Regional Council's Approval Threshold," staff reports executing three (3) contracts and issuing two (2) purchase orders to support ongoing business operations.

On October 10, 2024, SCAG submitted the semi-annual Disadvantaged Business Enterprise (DBE) Utilization Report for the period of April-September 2024 to the Caltrans Office of Regional and Community Planning, Contracts and Audit Compliance. SCAG reported the following:

- Awarded two (2) federal-aid contracts totaling \$3.9 million, of which 62% was awarded to DBEs.
- Made payments for 20 federal-aid contracts totaling \$1.5 million, of which 34% was paid to DBEs.
- Completed six (6) federal-aid contracts totaling \$2.7 million, of which 47% went to DBEs.



## AGENDA ITEM 8 REPORT

Southern California Association of Governments  
December 5, 2024

**To:** Regional Council (RC)  
**From:** Kevin Kane, Principal Planner  
(213) 236-1828, kane@scag.ca.gov  
**Subject:** Southern California Economic Update

EXECUTIVE DIRECTOR'S  
APPROVAL

*Kome Ajise*

### RECOMMENDED ACTION:

Information Only – No Action Required

### STRATEGIC PRIORITIES:

This item supports the following Strategic Priority 1: Establish and implement a regional vision for a sustainable future. 2: Be a cohesive and influential voice for the region. 3: Spur innovation and action through leadership in research, analysis and information sharing.

### EXECUTIVE SUMMARY:

*The “2024 Southern California Economic Update” will be presented during the December 5<sup>th</sup> SCAG Regional Council meeting alongside regular SCAG business. The update will present SCAG’s annual economic analysis and near-term outlook from SCAG’s Economic Roundtable, followed by an in-depth discussion on the state of the economy among Regional Council members.*

### BACKGROUND:

Each year since 2009, SCAG has hosted the Southern California Economic Summit, an event designed to provide up-to-date regional and county-specific economic analysis and insights to stakeholders. Due to scheduling conflicts with multiple holidays over 2024-2025, this year SCAG will provide a shorter Southern California Economic Update as part of the December 2024 Regional Council meeting alongside regular SCAG business.

The 2024 Southern California Economic Update will present a detailed economic outlook for the region, highlighting that growth in sectors such as goods movement, healthcare, and tourism will drive the economy in the coming year.

The Economic Roundtable is a select group of economists from across the region who meet quarterly to discuss trends, data, and current events impacting the region’s economy. Not surprisingly, a group of seven economists will have different perspectives on issues, causes, and outlooks. Recognizing this, the objective of the Economic Roundtable is to provide common, consensus-based understanding of regional economic data, trends, and themes affecting regional

planning. The roundtable's Quarterly Reports can be found on SCAG's [Economic and Demographic page](#) and all accompanying economic data for the region can be visualized on and exported from the [SCAG Econ Trends Tool](#). Roundtable members include:

- IMPERIAL COUNTY: Michael Bracken, Managing Partner & Chief Economist, Development Management Group, Inc.
- LOS ANGELES COUNTY: Shannon Sedgwick, Director of the Institute for Applied Economics, Los Angeles County Economic Development Corporation
- ORANGE COUNTY: Wallace Walrod, Chief Economic Adviser, Orange County Business Council
- RIVERSIDE AND SAN BERNARDINO COUNTIES: Manfred Keil, Chief Economist, Inland Empire Economic Partnership and Claremont McKenna College
- VENTURA COUNTY: Mark Schniepp, Director, California Economic Forecast
- SUSTAINABILITY: David Roland-Holst, Managing Director, Berkeley Economic Advising & Research
- EQUITY: Beth Tamayose, Research Director, University of California, Riverside School of Public Policy
- ECONOMIC UPDATE MODERATOR: Kate Gordon, CEO, California Forward

SCAG's primary role as a metropolitan planning organization is to develop a plan for a healthy, prosperous, accessible, connected, and equitable Southern California. To that end, Connect SoCal 2024, SCAG's quadrennial Regional Transportation Plan and Sustainable Communities Strategy, was adopted by the Regional Council in 2024. The objective of this Economic Update is to provide a review of the past year and outlook for the next year is to assist policymakers in planning for the next 30 years.

The Economic Summit's traditional "Briefing Book" is provided under separate cover. It contains the written overview and outlook for the SCAG region and a summary of its six counties and short essays from roundtable members covering region-wide economic sustainability and equity. Full reports for the region's counties will also be provided as a resource.

**FISCAL IMPACT:**

Staff coordination and economic roundtable consultant tasks are funded through SCAG Overall Work Program Item 055-1531.01, Southern California Economic Growth Strategy.





## AGENDA ITEM 9 REPORT

Southern California Association of Governments  
December 5, 2024

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**To:** Regional Council (RC)  
**From:** David Angel, Legislative Affairs Analyst  
(213) 630-1422, angel@scag.ca.gov  
**Subject:** Federal Elections Update

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EXECUTIVE DIRECTOR'S  
APPROVAL

*Kome Ajise*

---

**RECOMMENDED ACTION:**

Information Only – No Action Required

**STRATEGIC PRIORITIES:**

This item supports the following Strategic Priority 2: Be a cohesive and influential voice for the region.

**EXECUTIVE SUMMARY:**

*Holland & Knight, SCAG's federal lobbyist, will provide a broad overview of the 2024 General Election results, as well as what to expect from Washington, D.C., as there has been a significant shift in the balance of power after the election.*

**BACKGROUND:**

The United States held the November 2024 General Election on Tuesday, November 5, 2024, where all 80 California State Assemblymembers, half of the 40 State Senators, one U.S. Senator, and all 52 members of the House of Representatives were on Californians' ballots. These contests also included ten statewide ballot measures and various local offices and local measures.

The election resulted in former President Donald Trump's re-election as President of the United States and Senate Republicans taking control of the U.S. Senate, having flipped three seats, with an anticipated flip of a fourth seat at the time of writing this report. Thus, Republicans now control the Senate by an expected margin of 53 to 47. House Republicans retained a bare majority of 218 seats and Democrats held onto 212. At deadline, five races for the House of Representatives remain uncalled, with votes still being tabulated in Alaska, California, Iowa, and Ohio.

Holland & Knight, SCAG's federal lobbyist, will provide a federal update and overview of the 2024 General Election results. Tom Davis, Partner, Leslie Pollner, Senior Policy Advisor, and Lauri Hettinger, Senior Policy Advisor, will join us from H&K to present.

Below are the biographies of each speaker:

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**Tom Davis, Partner**

Tom Davis is a Washington, D.C., attorney who focuses his practice on handling various congressional and regulatory affairs, including congressional investigations, land use, and legislative strategy. Mr. Davis is a co-leader of the Public Policy & Regulation Group's Congressional Investigations Team.

Mr. Davis served 14 years in the U.S. House of Representatives, representing the 11th Congressional District of Virginia. He served as chairman of the Committee on Oversight and Government Reform from 2003 to 2007, where he led a number of high-profile investigations. In addition, Mr. Davis was elected chairman of the National Republican Congressional Committee and served in that role from 1999 to 2002. When he joined Congress, Mr. Davis was the first freshman representative in 50 years to hold a subcommittee chairmanship, taking the gavel of the Subcommittee on the District of Columbia. Mr. Davis also served as a supervisor on the Fairfax County (Va.) Board of Supervisors from 1980 to 1994, and as the board chairman from 1991 to 1994.

Prior to joining Holland & Knight, Mr. Davis was managing director of the Government Relations Office at Deloitte, where he advised the consulting side of the firm and its clients in its efforts to develop business with governmental clients. Mr. Davis also served 14 years as general counsel for a publicly held professional services firm in McLean, Virginia, up until his election to Congress.

Mr. Davis has served as a director on the Metropolitan Washington Airports Authority (MWAA) where, as vice chairman, he oversaw the construction of Phase I of Metrorail to Dulles Airport and helped procure the funding agreement for Phase II. He currently serves as Rector (chairman of the Board of Visitors) at George Mason University, where he is also a distinguished professor of Public Policy at the Schar School of Policy and Government.

Mr. Davis also has authored numerous thought pieces in The Washington Post, Los Angeles Times, and The Hill on the workings of Congress and other governmental issues. He also has appeared as a commentator on various television news and entertainment programs, including "Meet the Press," "Fox News Sunday Show" (power player of the week), MSNBC, CNN, and the "Bill Maher Show." Mr. Davis completed a B.A. at Amherst College and a J.D. at the University of Virginia School of Law.

**Leslie Pollner, Senior Policy Advisor**

Leslie Pollner is co-leader of Holland & Knight's Local Government Advocacy Team and a member of the firm's Public Policy & Regulation Group. Ms. Pollner focuses on several key industries, including transportation, economic development, and housing. Her extensive experience in government at both the federal and local levels allows her to help clients develop innovative solutions and advocacy strategies to achieve results.

Prior to joining the firm, Ms. Pollner was the deputy mayor for federal affairs in Los Angeles under Mayor Antonio Villaraigosa. She led the city of Los Angeles' office in Washington, D.C., directed its federal advocacy efforts, and managed lobbying teams at the Los Angeles port, airport and public utilities commissions. Ms. Pollner was also the principal liaison with the U.S. Conference of Mayors, while Mayor Villaraigosa was the organization's president and worked with mayors across the country on key issues, including building a coalition to support the transportation reauthorization bill.

Prior to that, Ms. Pollner was a two-time chief of staff for U.S. Reps. Suzanne Kosmas and Tim Mahoney, both of Florida. She has also worked in public affairs consulting and crisis communications support for Fortune 500 companies and helped develop communications strategies for the Bill & Melinda Gates Foundation, concentrating on the nonprofit's education investments.

**Lauri Hettinger, Senior Policy Advisor**

Lauri Hettinger is a senior policy advisor in the Public Policy & Regulation Group in the Washington, D.C., office of Holland & Knight. Ms. Hettinger advocates for local government municipalities' and industry's infrastructure needs, including surface transportation, water resources, economic development, and Army Corps of Engineers.

Prior to joining Holland & Knight, Ms. Hettinger served as staff director for the Senate Environment and Public Works Committee's Subcommittee on Transportation and Infrastructure Ranking Member, George Voinovich (R-OH). In this role, she served as his primary advisor on transportation, water infrastructure, environment, Army Corps of Engineers, and economic development. Ms. Hettinger also served as a legislative assistant to Senator Norm Coleman (R-MN), handling his infrastructure, environment, energy, and appropriations issues. During the 2002 election cycle, Ms. Hettinger was a senior research analyst for the National Republican Senatorial Committee. She started her legislative career in the office of Senator Strom Thurmond as a legislative correspondent.

**FISCAL IMPACT:**

Work associated with the Federal Election Update is contained in the Indirect Cost budget, Legislation 810-0120.10.



**ITEM # 19**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT: APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 25-09 FOR  
FIRE DEPARTMENT COMPREHENSIVE STRATEGIC PLAN  
CONSULTING SERVICES**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Authorize issuing Request for Proposal (RFP) No. 25-09 for comprehensive strategic plan consulting services for the Fire Department; and
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The solicitation of the RFP for this service poses no fiscal impact on the adopted budget. Upon review of the proposals, staff will return to the City Council to award an agreement and, if necessary, recommend budget amendments at that time.

**BACKGROUND/DISCUSSION:**

The Fire Department is requesting to seek proposals from highly qualified consultants to prepare and develop a comprehensive strategic plan for the Montebello Fire Department. The consultant shall have expertise in the areas of public safety, fire service operations, and organizational strategy to assist the department in evaluating current capabilities, future needs, and achievable goals. The strategic plan will serve as the roadmap for the department to meet community needs, address operational challenges, and plan for future growth/expansion.

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

## CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025

Page 2 of 2

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| Release RFP                       | Thursday, February 13, 2025               |
| Online Q&A Deadline               | Tuesday, March 11, 2025, 11 a.m. PST      |
| Deadline to Submit Responses      | Wednesday, March 26, 2025, at 11 a.m. PST |
| City Review of Submissions        | April 2025                                |
| Notifications Sent to Consultants | Late April 2025                           |
| Award                             | May 2025                                  |

If authorized, staff will issue RFP No. 25-09 to obtain proposals for comprehensive strategic plan consulting services for the Fire Department. After the RFP review and scoring process and a consultant is chosen, staff will return for City Council approval of a professional services agreement.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff is requesting authorization to issue a RFP No. 25-09 to solicit comprehensive strategic plan consulting services for the Fire Department. The proposed timeline for completing this RFP and commencing a new agreement for this service is May 2025.

### **ATTACHMENT(S)**

1. Attachment A - RFP 25-09 Draft



# **CITY OF MONTEBELLO**

## **Request for Proposals**

RFP No. 25 – 09

**Montebello Fire Department (MFD) Comprehensive  
Strategic Plan Consulting Services**

Release Date: Thursday, February 13, 2025

Questions Due: Tuesday, March 11, 2025, at 11 a.m. PST

Due Date: Wednesday, March 26, 2025, at 11 a.m. PST

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## **TO PROSPECTIVE PROPOSERS**

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

## **DATE OF SOLICITATION**

February 13, 2025

## **PROJECT**

Montebello Fire Department (MFD) Comprehensive Strategic Plan

## **PROPOSAL OWNER**

City of Montebello – Fire Department  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Attn: Andrew Kim, Senior Management Analyst  
Contact Phone: (323) 887-1200  
Contact E-Mail: [akim@montebelloca.gov](mailto:akim@montebelloca.gov)

## **PROPOSAL CONTACT**

City of Montebello – Fire Department  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Attn: Andrew Kim, Senior Management Analyst  
Contact Phone: (323) 887-1200  
Contact E-Mail: [akim@montebelloca.gov](mailto:akim@montebelloca.gov)

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, March 11, 2025, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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



| <b>Table of Contents</b>                      | <b>Page</b> |
|-----------------------------------------------|-------------|
| 1.0 Notice Inviting Proposals                 | 5           |
| 2.0 Introduction/About the City of Montebello | 6           |
| 3.0 Timeline                                  | 6           |
| 4.0 Purpose                                   | 6           |
| 5.0 Scope of Work                             | 6           |
| 6.0 Consultant Qualifications                 | 8           |
| 7.0 Proposal Submittal                        | 8           |
| 8.0 Evaluation of Proposal                    | 9           |
| 9.0 Proposal Protests                         | 9           |
| 10.0 Execution of Agreement                   | 11          |
| 11.0 Insurance                                | 11          |
| 12.0 Use of Federal Funds                     | 13          |
| 13.0 Non-Commitment of City                   | 14          |
| 14.0 Labor Requirements                       | 14          |
| 15.0 Records                                  | 14          |
| 16.0 Subcontractors                           | 15          |
| 17.0 Modifications/Changes                    | 15          |
| 18.0 Disclosure of Information                | 15          |
| 19.0 Ex-Parte Communications                  | 15          |
| 20.0 City of Montebello Rights                | 15          |

*Appendix A – Proposal Content and Format*

*Appendix B – Sample Professional Services Agreement*

*Appendix C – References*

### **1.0 Notice Inviting Proposals**

The City of Montebello seeks proposals from highly qualified Consultants to prepare and develop a comprehensive strategic plan for the Montebello Fire Department (MFD). The consultant will have expertise in the areas of public safety, fire service operations, and organizational strategy to assist the department in evaluating current capabilities, future needs, and achievable goals. The strategic plan will serve as the roadmap for the department to meet community needs, address operational challenges, and plan for future growth/expansion. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, March 11, 2025, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Wednesday, March 26, 2025, at 11:00 a.m. PST.**

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

## 2.0 Introduction

The City of Montebello invites prospective Consultants to submit a proposal to prepare and develop a comprehensive strategic plan for the Montebello Fire Department (MFD). The strategic plan will serve as the roadmap for the department to meet community needs, address operational challenges, and plan for future growth/expansion.

## About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

## 3.0 Timeline

- |                                     |                                           |
|-------------------------------------|-------------------------------------------|
| • Release RFP                       | Thursday, February 13, 2025               |
| • Online Q&A Deadline               | Tuesday, March 11, 2025, 11 a.m. PST      |
| • Deadline to Submit Responses      | Wednesday, March 26, 2025, at 11 a.m. PST |
| • City Review of Submissions        | April 2025                                |
| • Notifications Sent to Consultants | May 2025                                  |
| • Award                             | May 2025                                  |

## 4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. This project will provide an overview of the department's current capabilities, future needs, and operational goals. The comprehensive strategic plan will strengthen the MFD's practices and procedures and identify opportunities for improvement through the innovative ideas provided by the Consultant.

## 5.0 Scope of Work/Services

The selected consultant will conduct a comprehensive evaluation of the Montebello Fire Department (MFD) to develop a strategic plan that addresses the department's current capabilities, future needs, and operational goals. This work will include the following:

### **Organizational Assessment**

- To evaluate the department's structure, operations, and services by analyzing response times, staffing levels, equipment, facilities, and financial resources
- Gather input from department staff, city leadership, and key stakeholders through interviews, surveys, and focus groups.

#### **Evaluating MFD's Existing Community Risk Assessment (CRA)**

- Consultant will incorporate the department's existing Community Risk Assessment (CRA) into their evaluation process to ensure alignment with identified community needs
- Benchmarking and the review of best practices will be utilized to compare MFD's practices to industry standards and identify opportunities for innovation and improvement

#### **Developing the Strategic Plan**

- Based on the findings above, the consultant will develop a strategic plan that defines the department's mission, vision, and core values while establishing measurable goals and objectives of implementation
- Recommendations will pertain to staffing, infrastructure, and resource allocation, with consideration given to the potential addition of new fire stations and a dedicated training center

#### **Preparing a Comprehensive Report**

- The consultant will prepare a comprehensive report summarizing findings and recommendations and present the strategic plan to department leadership and the City Council.

### **6.0 Consultant Qualifications**

The selected consultant must have the following minimum qualifications:

#### **A. Professional Expertise**

- Consultants must have demonstrated experience in developing strategic plans for public safety organizations, particularly fire departments

- They should possess expertise in fire service operations, emergency response planning, and community risk assessment, along with a thorough knowledge of current industry standards, regulations, and best practices in fire and emergency medical services
- Consultants must have a proven ability to conduct comprehensive organizational assessments and effectively engage with diverse stakeholders, ensuring input from all relevant parties is considered
- Strong analytical, project management, and communication skills are essential, as is a track record of delivering actionable and results-oriented strategic plans within specified timelines.

#### **B. Required Licenses and Certifications**

- Relevant professional certifications, such as Certified Fire Executive (CFE) or similar, are highly desirable.

### **Background Check**

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

### **7.0 Proposal submittal**

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

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

### **8.0 Evaluation Criteria**

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

**A. Preliminary Proposal Review** - The evaluation committee will review each

submission to ensure adherence to the minimum/proposal format requirements.

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

- i. Qualifications as they relate to this project - 65%
  - a. Thoroughness and understanding of the tasks to be completed
  - b. Background and experience
  - c. Knowledge of the City of Montebello
  - d. Experience of personnel assigned to the work
  - e. Communication Skills
  - f. Interview, if required
- ii. Reputation for integrity and competence – 15%
  - a. Positive Reference Checks
  - b. Work Samples
- iii. Proposed fees for services – 20%

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

## **9.0 Protest Procedures**

### **Proposal Protest Procedures (Before Proposal Opening)**

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

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

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

be sent to:

Mail:

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

or

E-mail:

[msolorza@montebelloca.gov](mailto:msolorza@montebelloca.gov)

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
  - The items to be procured are urgently required;
  - Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - Failure to make a prompt award will otherwise cause undue harm to the City.

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

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

### **Proposal Protest Procedures (After Proposal Opening/Post Award)**

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

### **10.0 Execution of Agreement**

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

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

### **11.0 Insurance**

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

#### **A. Commercial General Liability**

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

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

#### **B. Business Automobile Liability**

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

***If an automobile is not necessary to perform services, the Firm must submit a***



***written request for a waiver of this requirement.***

**C. Professional Liability or Errors and Omissions**

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

**D. Workers' Compensation and Employer's Liability**

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

**Required Insurance Documentation**

**Certificate of Insurance**

The Certificate Holder must be listed as follows:

City of Montebello  
1600 West Beverly Boulevard  
Montebello, CA 90640

**Endorsements (if requested)**

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

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

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

**Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-

insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

### **Waiver and Modifications of Insurance Requirements**

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

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

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

### **12.0 Use of Federal Funds**

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

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

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition

- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

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

### **13.0 Non-Commitment of City**

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

### **14.0 Labor Requirements**

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

### **15.0 Records**

The Consultant agrees to permit the City Manager or designee access to records,

reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

#### **16.0 Subcontractors**

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

#### **17.0 Modifications/Changes**

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

#### **18.0 Disclosure of Information**

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

#### **19.0 Ex-Parte Communications**

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

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives from submitting questions regarding

this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

## **20.0 City of Montebello Rights**

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
  - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
  - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
  - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

**Please review:**

***Appendix A – Proposal Content and Format***

***Appendix B – Sample Professional Services Agreement***

***Appendix C – References***



**ITEM # 20**

**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. 25-09 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM**

**DATE:** February 12, 2025

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**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Adopt Resolution No. 25-09 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (Metro) to accept Montebello Bus Lines' (MBL) participation in the Zero Emission Transit Capital Program (ZETCP) effective October 1, 2024 through June 30, 2028; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be reasonable and necessary.

**FISCAL IMPACT:**

There is no fiscal impact to approve a Memorandum of Understanding (MOU) between the City and the Los Angeles County Metropolitan Transportation Authority (Metro) to accept Montebello Bus Lines' (MBL) participation in the Zero Emission Transit Capital Program (ZETCP) (Attachment A). By participating in this program, the City will receive a one-time allocation of \$3,168,129 for Fiscal Year 2024-25. Once these funds are allocated, the City Council will be requested to approve receipt of these funds and to amend the FY 2024-25 adopted operating budget to appropriate these funds into the accounts designated for MBL's zero emission transition plan. Subsequent City Council

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 2 of 3

action will be required for this, and Staff will present an agenda report to accept and allocate the funding at a future City Council meeting.

### **BACKGROUND/DISCUSSION:**

Senate Bill (SB) 125 guides the distribution of \$4 billion in State General Funds through the Transit and Intercity Rail Capital Program (TIRCP). There is \$1.1 billion specifically designated for the ZETCP, which authorizes Regional Transportation Planning Agencies (RTPAs) to use these funds for zero emission activities or to fund transit operating expenditures to prevent service reductions or maintain ridership. The ZETCP is a state-funded initiative designed to help public transit agencies transition to zero emission vehicles, such as fuel cell electric buses (FCEBs), to reduce greenhouse gas emissions and improve air quality. The City's participation in this program is formalized through an MOU with Metro, the RTPA for Los Angeles County. This agreement allows MBL to access ZETCP funding for the procurement of FCEBs and refueling infrastructure.

In July 2024, the California State Transportation Agency (CALSTA) approved LACMTA's SB 125 allocation package, which included \$498.7 million in TIRCP funds and an additional \$119.5 million in ZETCP funds. The SB 125 ZETCP will allocate \$320.6 million to LACMTA. On September 26, 2024, the Metro Board adopted the Los Angeles County Regional Zero Emission Bus Procurement Policy (Attachment B). In addition, the LACMTA Board approved advancing a total four-year allocation of \$49.84 million in Proposition C, 40% Discretionary ZETCP funds for eligible transit operators.

Staff recommend that the City Council adopt Resolution No. 25-09 (Attachment C) approving an MOU between the City and LACMTA to formalize MBL's participation in the ZETCP. This partnership aligns with Montebello's sustainability goals, reduces emissions, and enhances public transportation services for the city and surrounding communities. Since LACMTA is responsible for administering these funds, the City will utilize the ZETCP funds in accordance with LACMTA's guidelines adopted on September 26, 2025. The MOU is effective from October 1, 2024 through June 30, 2028.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommends the City Council adopt Resolution No. 25-09 (Attachment C) approving an MOU (Attachment A) between the City and LACMTA to accept MBL's participation in the ZETCP from October 1, 2024 through June 30, 2028; authorize the City Manager to execute the MOU on the City's behalf; and take such additional, related, action as is reasonable and necessary.

**ATTACHMENT(S)**

1. Attachment A – ZETCP MOU between the City and LACMTA
2. Attachment B – LACMTA Zero Emission Bus Procurement Policy
3. Attachment C – Resolution No. 25-09





**CITY OF MONTEBELLO**

**MEMORANDUM OF UNDERSTANDING MOU (25-01)**

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM

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**MEMORANDUM OF UNDERSTANDING  
TO ALLOCATE PROPOSITION C 40% DISCRETIONARY FUNDS  
FOR THE LOS ANGELES COUNTY REGIONAL ZERO EMISSION TRANSIT  
CAPITAL PROGRAM (ZETCP)**

This Memorandum of Understanding (“MOU”) is entered into as of October 1, 2024, by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Montebello (“GRANTEE”).

WHEREAS, on September 26, 2024, the LACMTA Board adopted the Los Angeles County Regional Zero Emission Bus Procurement Policy; and

WHEREAS, the Board approved the Los Angeles County Regional Zero Emission Transit Capital Program (ZETCP)-Equivalent Fund Allocation Framework (“Framework”); and

WHEREAS, Senate Bill (SB) 125 Zero Emission Transit Capital Program will allocate \$320.6 million to Metro, as the county’s regional transportation planning agency, over four years beginning in 2024; and

WHEREAS, the Board approved the advancement of the total four-year allocation of \$49.84 million in Proposition C 40% Discretionary funds for Included and Eligible Transit Operators pursuant to the Framework as presented in Exhibit A; and

WHEREAS, SB 125 ZETCP provides the flexibility to use the approved funds to fund transit operating and capital improvements; and

WHEREAS, all SB 125 ZETCP eligible projects must demonstrate that they will achieve a reduction in greenhouse gas emissions; and

WHEREAS, there are specific qualification requirement for use of ZETCP equivalent funds; and

WHEREAS, the GRANTEE is an Eligible or Included Operator and desires to receive the funds from LACMTA for the Los Angeles County Regional ZETCP; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of the grant of funds.

NOW THEREFORE, in consideration of the mutual term and conditions contained herein, LACMTA and GRANTEE hereby agree as follows:

**ARTICLE 1 - TERM**

- 1.1. This MOU will be in effect from October 1, 2024, through June 30, 2028, unless terminated earlier as provided herein.

- 1.2 During the term of this MOU, LACMTA and Grantee shall not pursue legislation, legal or other actions to alter the LACMTA Board approved funding sources currently subject to formula allocations.

#### ARTICLE 2 - ALLOCATION OF PROPOSITION C 40% DISCRETIONARY FUNDS AND INVOICE PROCEDURE

- 2.1 Attached as Exhibit A is the board approved ZETCP-EQUIVALENT FUND ALLOCATIONS. GRANTEE shall receive three million one hundred and sixty-eight thousand one hundred and twenty-nine dollars (\$3,168,129) in FY25 only. GRANTEE agrees that the advanced allocation of funds allows for immediate use. LACMTA shall not be obligated to forward the funds for the ZETCP to GRANTEE until it receives an invoice, and the ZETCP Service Improvement Plan described in Article 3.1 below.
- 2.2 GRANTEE shall send LACMTA invoice(s) for the ZETCP funds in an amount consistent with the amount shown on the ZETCP-Equivalent Fund Allocation. LACMTA shall disburse funds for operating purposes monthly in equal portions. LACMTA shall disburse funds for capital purposes on a reimbursement basis.

#### ARTICLE 3 - USE OF FUNDS

- 3.1 Included in Exhibit B are the required elements of the ZETCP-Equivalent Funds Service Improvement Plan. GRANTEE shall submit a service improvement plan along with their request for funds. Funds can be used for capital and/or operating expenses. If GRANTEE intends to use for both purposes, then the plan must show the assignment of funds between operating and capital. The plan should explain how these services will achieve a reduction in greenhouse gas emissions. The service improvement plan may be amended by Grantee in coordination with the LACMTA.
- 3.2 GRANTEE shall use the funds as described in the service improvement plan.

#### ARTICLE 4 - AUDIT AND REPORTING REQUIREMENTS

- 4.1 GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with conditions defined by this MOU. GRANTEE shall maintain all documents and records related to the ZETCP and the use of the funds for three (3) years after the end of the fiscal year in which funds were expended. LACMTA may audit as provided herein up to three years after the end of the fiscal year within which the funds were expended.
- 4.2 By January 31, 2026, the GRANTEE shall submit to the LACMTA a completed TPM form including the use of the funds for operating transit service.

ARTICLE 5 – MISCELLANEOUS

- 5.1 This grant shall be a one-time grant subject to the terms and conditions agreed to herein. Except as otherwise provided in this MOU, the grant does not imply nor obligate any future funding commitment on the part of the LACMTA.
- 5.2 GRANTEE understands and agrees that in programming the funds and entering into this MOU, LACMTA is acting pursuant to its statutory authority and shall have no liability in connection with the use of these funds for public transit purposes or the projects or services described in the service improvement plan. GRANTEE shall fully indemnify, defend and hold the LACMTA, its directors, officers, employees and agents harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, legal fees and any claims for damages of any nature whatsoever arising out of (i) breach of GRANTEE's obligations under this MOU; (ii) misuse of the funds by GRANTEE or its officers, agents, employees or subcontractors; (iii) any act or omission of the GRANTEE or its officers, agents, employees or subcontractors in the performance and/or provision of the services provided under this MOU, the service improvement plan and/or the ZETCP-Equivalent Funds.
- 5.3 GRANTEE agrees to comply with all applicable local, state and federal laws and regulations in the provision of public transit services and any services rendered for the ZETCP.
- 5.4 LACMTA reserves the right to terminate this MOU and withhold the funds if the LACMTA Board terminates the ZETCP or if it is determined that the GRANTEE has not complied with all the terms and conditions contained herein until GRANTEE is determined to be in compliance.
- 5.5 No amendment or modification to this MOU shall be binding upon either party unless such amendment or modification is in writing duly executed by both parties. This MOU shall not be amended or modified by any acts or conduct of the parties.
- 5.6 GRANTEE is not a contractor, agent or employee of the LACMTA. GRANTEE shall not represent itself as a contractor, agent or employee of the LACMTA and shall have no power to bind the LACMTA in contract or otherwise.
- 5.7 This MOU and the Exhibits constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates below with all the formalities required by law.

CITY OF MONTEBELLO

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Stephanie N. Wiggins  
Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

APPROVED AS TO FORM:

By: \_\_\_\_\_

DAWYN R. HARRISON  
County Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

  
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11/22/2024

**ZETCP-EQUIVALENT FUND ALLOCATIONS**

| <b>Operators</b>                  | <b>Total ZETCP Allocation</b> |
|-----------------------------------|-------------------------------|
| <b><u>Included Operators:</u></b> |                               |
| Arcadia                           | \$128,657                     |
| Claremont                         | \$45,161                      |
| Commerce                          | \$164,790                     |
| Culver City                       | \$2,085,360                   |
| Foothill Transit                  | \$9,889,646                   |
| Gardena                           | \$2,042,965                   |
| La Mirada                         | \$36,667                      |
| Long Beach                        | \$9,216,219                   |
| Montebello                        | \$3,168,129                   |
| Norwalk                           | \$1,209,474                   |
| Redondo Beach DR                  | \$22,932                      |
| Redondo Beach MB                  | \$287,949                     |
| Santa Monica                      | \$7,861,768                   |
| Torrance                          | \$2,423,023                   |
| <b><u>Eligible Operators:</u></b> |                               |
| Antelope Valley                   | \$2,499,459                   |
| Santa Clarita                     | \$2,079,675                   |
| LADOT Local                       | \$3,686,505                   |
| LADOT Express                     | \$1,873,488                   |
| Foothill BSCP                     | \$1,117,544                   |
| <b>Total Municipal Operators</b>  | <b>\$49,839,411</b>           |

**ZERO EMISSION TRANSIT CAPITAL PROGRAM (ZETCP) - EQUIVALENT FUND  
QUALIFICATION REQUIREMENTS,  
SERVICE IMPROVEMENT PLAN,  
FINAL REPORT, AND LAPSING REQUIREMENT**

**QUALIFICATION REQUIREMENTS**

Senate Bill (SB) 125 Zero Emission Transit Capital Program (ZETCP) will allocate \$320.6 million to Metro, as the county's regional transportation planning agency, over four years beginning in 2024. The Metro Board of Directors approved the advancement of the total four-year allocation of \$49.84 million in Proposition C 40% Discretionary funds for included and eligible transit operators to cover the provisions of ZETCP. SB 125 ZETCP provides the flexibility for operators to use the approved funds to fund transit operating and capital improvements.

**Transit Capital**

Transit operators must participate in Metro's SB 125 ZETCP Regional Bus Procurement Program or equivalent multi-agency procurement. Project must meet Terms of FTA February 2024 "Dear Colleague" letter (attached) corresponding provisions for reduced customizations, standardized specifications, and milestone payments with testing and performance bond or other security. Project must also meet Clean Air Resource Board (CARB) Innovative Clean Transit (ICT) Regulations.

**Transit Operations**

Funds may be used for operations only after the operator has drawn down fully on federal COVID relief funding, including American Rescue Plan Act (ARPA) and Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funding.

**SERVICE IMPROVEMENT PLAN**

**Transit Capital**

Transit operator requesting to use allocation of ZETCP-Equivalent Fund for capital projects (Zero Emission Bus Purchases/Charging Infrastructure & other Zero Emission Vehicles used for transit service), shall submit the following for each project:

1. A summary or fact sheet that includes the following elements:
  - a. Implementing agency or agencies.
  - b. Project title.
  - c. Dates for the start and end of each project phase.
  - d. Summary of project scope.
  - e. Total project costs, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved.

## **EXHIBIT B**

2. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
3. Project location – provide a map for each of the following, where relevant:
  - a. Project location denoting the project site and impacted transit lines.
  - b. Planned and existing active transportation infrastructure.
4. An explanation of greenhouse gas reducing features of the project.
5. An explanation of expected ridership benefits of the project when constructed, if any.

When requesting reimbursement for capital related expenses, operator must show proof of participation in Metro's regional bus procurement or equivalent multi-agency procurement that meets corresponding provisions for reduced customizations and milestone or advanced payment.

### **Transit Operations**

An operator that requests to use its allocation of ZETCP-Equivalent funding for transit operations shall include the following information:

1. Operator's total ridership for FY22-23.
2. Amount of funding requested.
3. List of specific activities funded by the request, quantified where possible:
  - a. Amount of service being paid for by the additional funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting.
  - b. Identification of operating expenses invested in increased safety and security measures.
  - c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules.
4. Identification of benefits to transit dependent riders of activities funded by the request.

Operators request for funding must include elements of the above information to receive their allocation of funds.

### **FINAL REPORT**

Upon project completion, the operator must submit a Final Report that describes the improvements funded with the ZETCP-Equivalent funds and an estimate of greenhouse gas emissions reduced as a result of the project. For capital projects, operator will provide digital photographs. For transit operations related expenses, operators will provide proof of overall service improvements implemented.



**LAPSING REQUIREMENT**

Operators have four years, that is the year of allocation plus three years, to spend the funds allocated through this ZETCP. Lapsed funds will revert to a joint municipal operator fund, which will be allocated proportionally to all other municipal operators.



U.S. Department  
of Transportation

**Federal Transit  
Administration**

Administrator

1200 New Jersey Avenue, SE  
Washington, DC 20590

February 7, 2024

Dear Colleague:

Since President Biden signed the Bipartisan Infrastructure Law in 2021, the Federal Transit Administration (FTA) has made over \$4.5 billion available in competitive grants for investments in American-made transit buses and supporting infrastructure. In addition to competitive grants, there's \$16 billion available through formula program grants to urban, rural, and tribal areas, all of which are eligible for bus purchases. Over the next three years, this record public transportation funding will provide nearly \$30 billion more in competitive grants and formula funds to support transit agencies in buying buses, transitioning to low- or no-emission buses, modernizing bus facilities and more. This investment supports a strong U.S. bus manufacturing sector that is essential for clean transit vehicle fleets across the nation, ensuring less pollution, more U.S. jobs, and better-connected communities.

During the Biden-Harris Administration, FTA has listened to transit agencies and U.S. bus Transit Vehicle Manufacturers (TVMs) discussing current trends in federally funded bus procurements and manufacturing that affect the financial health and stability of the bus manufacturing industry. This includes identifying steps to reduce vehicle contract costs and shorten vehicle delivery times. Specifically, the discussions have covered topics like managing component prices, addressing supply chain issues, growing the bus manufacturing workforce, and reducing unnecessary customization. Particular attention has been on the increased costs to TVMs of financing vehicle production from award of a contract through delivery and acceptance of the vehicles by transit agencies.

To address such challenges, FTA encourages the use of several tools available to transit agencies and TVMs, including:

- **Contract modifications for price increases** - Federally funded contracts can be modified for price adjustments (2 CFR §200.318(k)). Allowable modifications depend on factors including: (1) contract terms and conditions, such as change clauses and Producer Price Index or Consumer Price Index adjustment clauses; (2) applicable state, local, or tribal procurement law; (3) the terms of a price adjustment; and (4) the scope of the contract modification. Certain Federal regulatory requirements may apply, such as performance of a cost or price analysis in connection with a contract modification in excess of the Simplified Acquisition Threshold (currently \$250,000), and where a cost analysis is performed, the FTA recipient must negotiate profit as a separate element of the price (2 CFR § 200.324(a)-(b)).
- **Federal funds for price increases** - FTA recipients can seek additional Federal funds to cover contract price increases. FTA formula and certain other Federal funds (e.g., flexible

FHWA funds) can be used to cover contract modifications for price increases.

- **Clauses in new procurements -**

- FTA recipients may include price adjustment clauses (allowing for adjustments both up or down) based on cost indices. Relevant contract terms include when prices are set in the procurement process and subject to subsequent adjustment, and which index/indices to use.
  - Another type of contract clause to consider is a “brand name or equivalent” clause. Requiring a specific brand for a particular component without giving the contractor the option to provide an equivalent could result in a higher vehicle price, supply chain related delays, and may be inconsistent with Federal full and open competition requirements.
- **Advance payments** - Advance payments are payments made to the contractor prior to the contractor incurring costs and are permissible under certain circumstances. They can be made: (1) before the award of an FTA grant using local funds if the FTA recipient has either FTA automatic pre-award authority, an FTA Letter of No Prejudice, or other pre-award authority prior to making an advance payment; or, (2) after FTA grant award using local or FTA funds if the recipient provides a rationale, such as a reduction in the contract cost due to the payment, and FTA provides advance written concurrence. FTA recipients must obtain security from the contractor in the amount of the advance payment. Adequate security is subject to negotiation between the recipient and TVM, but typically is a performance bond or a letter of credit in the amount of the advance payment. *A bond or letter of credit for the full cost of the procurement is not a Federal requirement for securitization.*
  - **Progress payments** - Progress payments (also sometimes called milestone payments) are payments to a contractor prior to completion of all contract work. Use of FTA funds for progress payments is permissible and does not require advance FTA concurrence if the FTA recipient: (1) obtains adequate security for those payments and (2) maintains documentation to show completion of the discrete activities associated with the progress payment. For rolling stock procurements, it is *impermissible* to tie progress payments to the percentage of completion of the contract. The security for progress payments typically is a performance bond or letter of credit in the amount of the payments but may be other types of security negotiated by the parties as appropriate, such as receipt of title to the rolling stock at an appropriate point in the manufacturing process.
  - **Securing the Federal interest** - Security is only required under Federal law for rolling stock procurements utilizing advance or progress payments. Requiring a performance bond or letter of credit when no payments will be made until acceptance of vehicles is not a Federal requirement and typically will drive up the cost of procurement due to the cost to the TVM to provide the security.

Dear Colleague: Bus Manufacturing  
Page 3

In order to increase value to the public, FTA also encourages recipients to pursue procurement strategies that lower costs and achieve economies of scale, such as state contracts and performance-based specifications.

In addition to the tools described above, FTA is taking additional actions to strengthen the American bus manufacturing industry, lower bus costs, and accelerate transit vehicle deliveries. FTA has created a bus procurement [webpage](#), making it easier to find resources and answer questions, with links to applicable Federal regulations, FTA Circulars, updated FAQs, guidance, and other resources. Procurement courses through the [National Transit Institute \(NTI\)](#) have expanded. Through June 2024, [NTI procurement courses](#) are offered at 16 different dates and locations, spanning every FTA region.

To bolster support for more efficient and effective bus purchases, FTA recently established an **Acquisition Oversight Division** with a team dedicated to technical assistance and resources supporting third-party procurements like bus purchases. In addition, the new Department of Energy and Department of Transportation's [Joint Office of Energy and Transportation](#) offers FTA recipients interested in planning for or procuring zero-emission buses free technical assistance, including support for fleet transition planning and financial modeling, emissions calculations, and applying for grants.

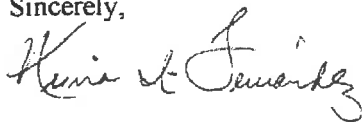
FTA is also releasing the **FY 2024 Buses and Bus Facilities and Low or No Emission Notice of Funding Opportunity (NOFO)**. Important new provisions in this NOFO will support transit agencies and strengthen bus manufacturing. Specifically, FTA will give priority consideration to NOFO applications proposing the use of any of the following: advance or progress payments, joint procurements, or procurement of base model buses. More details are in the NOFO.

Finally, FTA will hold a bus procurement [webinar](#) on February 29 from 2:30 - 3:30 PM ET. The webinar will provide transit agency leaders, procurement officials, and interested stakeholders an overview of the current U.S. bus market, FTA's guidance and resources noted above, and flexibilities and actions available to transit agencies to help lower bus costs and simplify procurements.

FTA's actions reflect the Biden-Harris Administration's focus on the needs of the traveling public and the public transportation industry. Our continued work together will deliver the benefits of the Bipartisan Infrastructure Law to accelerate our clean vehicle future, strengthen domestic manufacturing, and connect communities with reliable transit.

Thank you for your tireless efforts to serve your riders and keep public transportation moving. Should you have any questions, please consult your FTA [regional office](#).

Sincerely,



Nuria I. Fernandez

## Los Angeles County Regional Zero Emission Bus Procurement Policy

### BACKGROUND

The United States transit bus manufacturing industry is in crisis. Severe cash flow pressures caused by quality issues related to unreliable components and immature technology; outdated payment practices and delays; capital and other commercial risks; cost increases due to supply chain disruptions in the wake of the COVID-19 pandemic; and additional burdens due to Buy America, Altoona testing, 12-year design life, and other factors have contributed to marketplace turmoil.

### POLICY OBJECTIVE

The Federal Transit Administration (FTA) Dear Colleague Letter dated February 7, 2024 introduced several procurement recommendations to bolster interest and competition within the U.S. bus manufacturing industry. This includes supporting the standardization of vehicle specifications across multiple agencies, introducing progress payments to relieve original equipment manufacturer (OEM) cash flow pressures, as well as reducing supply chain constraints, lead times, and costs for both OEMs and agencies.

### POLICY STATEMENT

Metro, through its collaboration with the Los Angeles County Municipal Operators Association (LACMOA), will leverage funds to regionally procure zero emission buses (ZEB) and related infrastructure, increasing competition and interest among U.S. bus manufacturers. This coordinated approach is essential to resolving the challenges facing U.S. bus manufacturing and ensuring that sufficient manufacturers remain in the market to support Metro and LACMOA's transition to zero emission fleets. Without such efforts, the pool of available bus manufacturers may shrink further, undermining the ability of agencies to meet their zero emission goals at a pivotal time.

As such, LA County transit agencies will participate in either a regional procurement or statewide procurement that meets the following criteria:

- **Reduces Customization.** By facilitating standardization of vehicle specifications across multiple agencies, a regional or statewide procurement process will alleviate pressures on OEMs and reduce supply chain constraints, lead times, and costs for both OEMs and transit agencies. The regional approach will reduce the need for extensive customization, streamlining production and enhancing market stability.
- **Includes Milestone Payments and Performance-Based Technical Specifications.** In alignment with the American Public Transportation

Association Bus Manufacturing Task Force recommendations, prioritizing milestone payments and performance-based technical specifications, including limiting brand preferences, helps ensure a fair and competitive bidding process. Additionally, milestone payments will be contingent upon more rigorous testing standards, enhancing quality assurance and reducing program risks for agencies transitioning to ZEB.

- **Includes Pricing Standards.** The regional approach also allows bus price escalation between Notice to Proceed and production, based on the Producer Price Index.

The regional procurement is an important step in strengthening U.S. bus manufacturing, and Metro will continue to collaborate with LACMOA on future procurements to support acceleration of our region's clean vehicle future as well as to ensure our region's communities receive reliable transit service.

**RESOLUTION NO. 25-09**

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,  
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES  
COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
(LACMTA) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN  
THE ZERO EMISSION TRANSIT CAPITAL PROGRAM**

**RECITALS**

**WHEREAS**, on September 26, 2024, the LACMTA Board adopted the Los Angeles County Regional Zero Emissions Bus Procurement Policy; and

**WHEREAS**, the Board approved the Los Angeles County Regional Zero Emission Transit Capital Program (ZETCP)- Equivalent Fund Allocation Framework ("Framework"); and

**WHEREAS**, Senate Bill (SB) 125 Zero Emission Transit Capital Program will allocate \$320.6 million to Metro, as the county's regional transportation planning agency, over four years beginning in 2024; and

**WHEREAS**, the Board approved ZETCP-EQUIVALENT FUND ALLOCATIONS; and

**WHEREAS**, MBL was allocated three million one hundred and sixty-eight thousand one hundred and twenty-nine dollars (\$3,168,129) in FY 25 only; and

**WHEREAS**, MBL agrees that the advanced allocation of funds allows for immediate use; and

**WHEREAS**, the MOU will be in effect from October 1, 2024, through June 30, 2028, unless terminated earlier; and

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

**APPROVES THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE ALL  
REQUIRED DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SB 125, AND**

**SECTION 1: Approvals and Certifications.**

1. Certifies that the City Manager and appointed Designee be authorized to execute all required documents of the MOU; and
2. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines for all ZETCP funded transit projects; and

**RESOLUTION NO. 25-09**

Page 2 of 2

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

**APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY 2025.**

\_\_\_\_\_  
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. 25-09 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 12<sup>th</sup> day of February 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





**ITEM # 21**

**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 ISSUING A REQUEST FOR QUOTES (RFQ) NO. Q-25-01  
FOR TRANSIT NON-REVENUE RELIEF VEHICLES**

**DATE:** February 12, 2025

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Approve Issuing a Request for Quotes (RFQ), No. Q-25-01 for Transit Non-Revenue Relief Vehicles; and
2. Take such additional, related, action that may be reasonable and necessary

**FISCAL IMPACT:**

Federal funding for this procurement was secured through the Federal Transit Administration's (FTA) Urbanized Area Formula Funding program under Title 49 U.S.C. Chapter 53 Section 5307 (49 U.S.C. 5307). The specific requirements and language related to federal compliance are outlined in Request for Quotes (RFQ) No. Q-25-01. However, there is no fiscal impact to issue an RFQ for Transit non-revenue relief vehicles (Attachment A). Once a vendor is selected for the award, the City Council will be requested to consider approving an agreement with the chosen vendor at a future City Council meeting.

**BACKGROUND/DISCUSSION:**

The City of Montebello seeks to update Montebello Bus Lines' (MBL) fleet of non-revenue relief vehicles. The fleet of non-revenue relief vehicles has met or exceeded the FTA's Useful Life Benchmark (ULB) of eight (8) years. The ULB is the expected lifecycle or acceptable service use period of a capital asset for the agency's operating environment. Replacing Transit's non-revenue fleet is crucial for maintaining operational reliability and

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 2 of 2

efficiency since these vehicles are essential for supporting day-to-day operations, including staff transportation, and ensuring that services go uninterrupted during each operator shift change. To ensure MBL maintains its operational efficiency, staff requests that the City Council approve release of RFQ No. Q-25-01 for the acquisition of nine (9) new non-revenue relief vehicles.

Staff initiated the research phase and identified the Toyota Corolla LE sedan as an optimal option for the replacement of Transit's non-revenue relief vehicles. The vehicles were selected based on their fuel efficiency, environmental benefits, and ability to meet MBL's operational needs. The hybrid technology in the sedan will not only reduce emissions but also contribute to long-term cost savings on fuel and maintenance.

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommends that the City Council approve issuing RFQ No. Q-25-01, attached hereto in substantial form (Attachment A), to replace MBL's existing non-revenue relief vehicle fleet; and direct staff to take such additional related action that may be reasonable and necessary.

### **ATTACHMENT(S)**

1. Attachment A: RFQ No. Q-25-01

**City of Montebello**



**REQUEST FOR QUOTE (RFQ) No. Q-25-01**



**RELIEF VEHICLES**

**February 13, 2025**

**ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS**

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

## NOTICE TO OFFERORS

TO: Prospective Vendors

RE: Request for Quotes (RFQ) 25-01 Relief Vehicles

City of Montebello – Montebello Bus Lines (MBL) is requesting online quotes from all qualified vendors (Vendors) to engage a Vendor to perform the tasks as described in the RFQ. The quote should include price, delivery date, and all information needed to understand and evaluate the quote, as well as any exception from MBL specifications. The award will be made based on price and length of delivery. Copies of MBL's specifications for this work and standard terms & conditions are included with this packet and will become part of any purchase order/contract resulting from this solicitation.

For any clarifying questions regarding this RFQ, please submit them online through PlanetBids by Thursday, February 27, 2025, at 3:00 p.m. After the deadline, responses will be provided within one week. Please direct all inquiries to Mark Jimenez at [Mjimenez@Montebelloca.gov](mailto:Mjimenez@Montebelloca.gov).

Online quote for "Relief Vehicles" will be received until 3:00pm Pacific Standard Time, Thursday March 20, 2025, through PlanetBids. Quotes received after that time will not be considered. MBL reserves the right to accept or reject any quote and to waive minor informalities or irregularities in the quote process



Mark Jimenez  
Senior Management Analyst  
[Mjimenez@montebelloca.gov](mailto:Mjimenez@montebelloca.gov)  
(323) 558-1625 x 1105



## REQUEST FOR QUOTE

400 S Taylor Ave, Montebello, CA 90640 Ph: (323)558-1625 x 1105

ISSUE DATE:

2/13/2025

QUOTE NUMBER:

RFQ 25-01

QUOTE DATE:

3/20/2025

### VENDOR

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### SHIP TO

Company: Montebello Bus Lines

Contact: Mark Jimenez

Address: 400 S. Taylor Ave,  
Montebello, CA, 90640

Phone: (323)558-1625 x 1105

E-Mail: Mjimenez@Montebelloca.gov

| Payment Terms | Ship VIA | F.O.B                | Freight Terms | Need Date |
|---------------|----------|----------------------|---------------|-----------|
| Net 90        | Best Way | Montebello Bus Lines | Prepaid       |           |

| Unit | Description                         | Unit Price | Extended Price |
|------|-------------------------------------|------------|----------------|
| 9    | Relief Vehicles                     | \$         | \$             |
| 9    | Document / E plate/ DMV Fees        | \$         | \$             |
| 9    | Tire Fee                            | \$         | \$             |
| 9    | Delivery Fees                       | \$         | \$             |
| 9    | Additional Charges or Fees (If Any) | \$         | \$             |

### SPECIAL INSTRUCTION:

SEE EXHIBIT A – SCOPE OF  
REQUIREMENTS

Sub Total \$ \_\_\_\_\_

Shipping: \$ \_\_\_\_\_

Tax (10.25%): \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Vendor Commitment Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF REQUIREMENTS**

#### **1. INTRODUCTION**

The City of Montebello (City) is inviting quotes from qualified vendors for the procurement of nine (9) new “Relief Vehicles” for Montebello Bus Lines (MBL). These vehicles play a crucial role in supporting MBL operations, such as facilitating the relief of bus operators from their routes, operational purposes and transporting staff to various locations. This Request for Quotes (RFQ) aims to replace the current fleet of personnel transportation vehicles, ensuring MBL's continued efficiency and service reliability.

#### **2. BACKGROUND**

As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers annually 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. To provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities, the agency relies on the Maintenance Division to have the relevant equipment required to maintain and service MBL's fleet.

#### **3. PURPOSE**

MBL is seeking to replace its Relief Vehicle Fleet with nine (9) 2025 Toyota Corolla LE Hybrid or newest model, or equivalent matching the following salient characteristics and specifications.

The vehicle must be new, free of damage and unrepaired. The awarded Bidder will be responsible for completing and filing with payment all related documents and forms including applying for EXEMPT LICENSE PLATES with the California Department of Motor Vehicles. Vehicles must be cleaned inside and out and delivered to 400 S Taylor Ave, Montebello, CA 90640. The vehicles will be subject to a pre-acceptance inspection.

#### **4. TERMS**

**Net 90 Days:** MBL plans to present this item and a related purchase order and/or agreement to the Montebello City Council in April or May 2025. If awarded, MBL will issue a check to the vendor within three weeks of the award date upon mutual completion of a purchase order. Therefore, quotes must remain valid, at a minimum, through **June 30, 2025**.

#### **5. REQUIREMENTS**

##### **Deliverables**

- Nine (9) total- 2025 Toyota Corolla LE Hybrid [or newest Toyota Corolla LE hybrid model], or hybrid equivalent matching the following salient characteristics and specifications.
- **Delivered to:** Montebello Bus Lines, 400 South Taylor Ave., Montebello, CA 90640

- **Two (2) sets of keys per each vehicle.**
  - **Owner's Manual per each vehicle.**
  - **120 VAC Charging Cord per each vehicle** (for hybrid model, typically used for charging accessories or maintaining auxiliary battery charge)
- 

#### **Vehicle Mechanical Specifications**

- **Engine:** 1.8L 4-Cylinder Hybrid Engine with Atkinson Cycle
  - **Electric Drive Motor:** Hybrid Powertrain with Electric Motor Assist
  - **Transmission:** Continuously Variable Transmission (CVT)
  - **Drive System:** Front-Wheel Drive (FWD)
  - **Brakes:** Four-Wheel Anti-Lock Disc Brakes with Regenerative Braking System
  - **Suspension:** Independent Suspension (Front and Rear)
  - **Traction Control System**
  - **Lithium-Ion Hybrid Battery:** 13.8 kWh, Battery Range 500 miles combined (with gas and electric power)
  - **Electric Power Steering**
  - **Steering Column Tilt and Telescopic**
  - **Fuel Economy:** Estimated 53 MPG City / 52 MPG Highway / 52 MPG Combined
- 

#### **Vehicle Exterior Specifications**

- **Exterior Color:** Super White (or Equal)
  - **Door Frame Molding:** Color-matched to the body
  - **Bumpers:** Upper Rear Body-Color, Lower Rear Self-Colored
  - **Chrome Trim:** Exterior chrome accents
  - **Door Handles:** Body-Colored
  - **Rear Spoiler:** Body-Colored
  - **Moldings:** Rocker Panel Self-Colored
  - **Backup Lamps:** LED
  - **LED Signature Lighting:** Front and Rear
  - **LED Tail Lamps**
  - **Tires:** 15-inch alloy wheels with low-rolling resistance tires (Optional upgrade to 17-inch available)
  - **Windshield Wipers:** Intermittent Front and Rear with variable speed control
- 

#### **Vehicle Interior/Comfort Specifications**

- **Interior Color:** Ash (Light Gray) or Black, Fabric seat trim (or Equal)
- **Seat Adjustments:** 6-way Manual Driver and Passenger Seat Adjustments
- **Rear Seats:** 60/40 Split-Folding Rear Seats for added cargo space
- **Digital Speedometer and Instrumentation:** 7-inch color TFT multi-information display
- **Climate Control:** Automatic Climate Control with Air Filter
- **Rear Heat Vents:** Standard

- **Driver's Side Footrest**
  - **Dual Illuminated Visor Vanity Mirrors**
  - **Floor Console, Armrest, and Storage**
  - **Power Windows:** Express Down (Driver-side only)
  - **Windshield Solar Absorbing Glass**
  - **Floor Mats:** 1st and 2nd Row
  - **Illuminated Entry**
  - **Map Lights**
  - **Overhead Console**
  - **Power Door-Locks:** Remote Central Locking
  - **PowerPoints:** 12V Power Outlet in Console, one (1)
  - **Rear Coat Hooks**
  - **Audio:** AM/FM, Apple CarPlay, Android Auto, SiriusXM, Bluetooth hands-free
  - **Defogger:** Rear Window Electric
  - **Premium Audio System:** 6 speakers with a 7-inch touchscreen display
- 

#### **Vehicle Safety and Security Specifications**

- **Airbags:** Driver Knee Airbag, Dual-Stage Front Airbags, Side Airbags, Side Curtain Airbags (Front and Rear)
- **Toyota Safety Sense 2.5 (TSS 2.5):** Includes Pre-Collision System with Pedestrian Detection, Lane Departure Alert with Steering Assist, Lane Tracing Assist, Road Sign Assist, Automatic High Beams
- **Center High-Mounted Stop Lamp (CHMSL)**
- **Front-Passenger Sensing System**
- **Blind Spot Monitor with Rear Cross-Traffic Alert**
- **Backup Camera:** Integrated with guidelines and parking assistance
- **Stability Control:** Electronic Stability Control (ESC) and Traction Control
- **Anti-Theft System:** Engine Immobilizer
- **Tire Pressure Monitoring System (TPMS)**

#### **6. SUBMISSION**

Quotes must be received no later than **Thursday, March 20, 2025, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFQ. It is solely the responsibility of Vendor to see that its Quote is properly submitted to PlanetBids in proper form and prior to the stated closing time. No exceptions will be granted regardless of reason or circumstances. Quote Submittals will be accepted only through PlanetBids.

The RFQ Submission shall include the following:

- Cover sheet stating the following:
  - Company/Vendor Name
  - Name of Representative
  - Contact telephone and email
  - Signature
  - Title
  - Date



- Request For Quote Documentations + Company Quote
- Images of Each Vehicle
- Buy America Document signed

If MBL determines a response to any such inquiry is warranted, the response will be issued to all prospective Vendors via: <https://pbsystem.planetbids.com/portal/33072/portal-home>

## **7. ANTICIPATED TIMETABLE & SCHEDULE OF EVENTS**

| <b>Scheduled Tasks</b>          | <b>Scheduled Date</b> |                                   |
|---------------------------------|-----------------------|-----------------------------------|
| Issuance of RFQ                 | Thursday              | February 13, 2025                 |
| Deadline to Submit Questions    | Thursday              | February 27, 2025, at 3:00 PM PST |
| Responses to Questions Provided | Thursday              | March 13, 2025                    |
| Deadline to Submit Quotes       | Thursday              | March 20, 2025 @ 3:00 PM PST      |
| Presentations & Intent to Award | April 2025/May 2025   |                                   |

## **8. ADDENDA**

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

## **9. TIME OF COMPLETION**

The Purchase Order 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 period specified in the RFQ. In case the services under the terms of these provisions and related purchase shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful Vendor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between Vendor and MBL.

## **10. EVALUATION CRITERIA**

The purchase order resulting from this RFQ will be awarded to the responsive bid by a responsible Vendor whose quote, offering the needed quality of supply and conforming to the requirements of this RFQ, at the lowest quote. No purchase order shall exist until the City Council, or the City Manager has awarded the purchase order and it has been mutually executed.

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of this RFQ will evaluate all the Quotes.

## **11. CITY OF MONTEBELLO RIGHTS**

In its discretion, the City reserves the right to:

1. Reject any and/or all Quotes for no reason or any reason including but not limited to the following:

- a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
  - b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
  - c. The Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes 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 Quote.
4. Cancel the entire RFQ.
5. Issues subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

## **12. JOINT OFFERS**

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

## **13. SINGLE QUOTE RESPONSE**

If only one Quote is received in response to this RFQ, a detailed cost/price Quote may be requested of the Vendor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Vendor 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

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

**1. TERM OF AGREEMENT**

- A. Delivery of the vehicles will be no later than **June 30th, 2025**.
- B. Quotes provided by the Vendor should reflect the maximum cost and remain valid through, at a minimum, June 30, 2025. The City may purchase the vehicles in phases, with all purchases being completed by **June 30, 2025**.
- C. The City intends to use Federal Transit Administration (FTA) funds for vehicle purchases. As a result, the selected vendor must comply with all federal requirements outlined in **Exhibit C**. Additionally, Vendor must comply with all applicable provisions of the Buy American Act in **Exhibit D**. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

**2. PACKING SLIPS**

Packing slips must accompany each shipment unit (included with each package in shipment), showing MBL P.O. number, description, and part number for each item.

**3. DELIVERY**

Unless otherwise indicated on the face of the P.O., delivery shall be FOB destination unless otherwise specified by MBL. COD shipments will not be accepted. Unless otherwise provided in the P.O., Vendor shall have title to and bear the risk of any loss or damage to the goods ordered until they are delivered in conformity with the P.O. at the specified F.O.B. point. Upon such delivery, title shall pass from Vendor to MBL and Vendor's responsibility for losses or damage shall cease, except for loss or damage occurring prior to or upon delivery, or loss or damage resulting from Vendor's negligence or intentional acts. Passing of title upon such delivery shall not constitute acceptance of the goods and services by MBL.

**4. WARRANTY**

Vendor warrants that the good(s) provided under the P.O. comply with all specifications, are free of lines and encumbrances, and that workmanship, design, engineering and materials are free from defects. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin from the date of final written acceptance of the item(s) by City. Vendor further warrants that all machinery, equipment, or process included in this RFQ will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. Vendor agrees to remedy by replacing or repairing any goods(s) that are damaged or defective during normal usage within the warranty period, at no additional cost to MBL. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of MBL. Vendor agrees that by acceptance of this warranty and acceptance of the goods provided

by Vendor, MBL does not waive any warranty, either expressed or implied in Sections 2312-2317, inclusive, of the Commercial Code of the State of California or of the United States.

**5. POINT OF CONTACT**

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

City of Montebello Transportation Department  
Attention: Mark Jimenez  
Senior Management Analyst  
400 South Taylor Ave.  
Montebello, CA 90640  
(323) 558-1625 ext. 1105  
Email: [mjimenez@montebellocity.gov](mailto:mjimenez@montebellocity.gov)

**6. FEDERAL, STATE AND LOCAL LAWS**

All goods or services furnished pursuant to the P.O. shall comply with all applicable federal, state and local laws and regulations.

**7. GOVERNING LAW**

The P.O. shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

**8. PATENT PROTECTION**

To the extent the goods are not manufactured pursuant to design originated by MBL, Vendor agrees it will indemnify and hold MBL and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. MBL agrees to notify Vendor promptly of any suit or claim against MBL for any alleged infringement of patent.

**9. INDEMNIFICATION**

The Vendor shall indemnify, keep and save harmless MBL, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of the goods or performance of the purchase order from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by MBL on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Vendor's indemnification obligation applies to MBL's "active" as well as "passive" negligence

but does not apply to MBL's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

10. **INSURANCE**

If Vendor is providing services to MBL, Vendor shall maintain workers' compensation insurance in accordance with state requirements. Also all vendors shall also maintain commercial general liability insurance, including automobile liability insurance, in the amount of at least \$2,000,000 per claim. MBL reserves the right to require submittal of a certificate of insurance naming the MBL, its directors, officers, employees and agents as additional insureds. In addition, Vendor shall maintain professional liability insurance if applicable.

Vendor shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped goods.

11. **FORCE MAJEURE**

Vendor will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.

12. **ACKNOWLEDGMENT**

By delivery of the goods or services purchased herein, the Vendor agrees to all the terms and conditions herein.

13. **TERMINATION**

MBL may terminate the P.O. in whole or in part for MBL's convenience or because of the failure of the Vendor to fulfill the purchase order obligation. MBL shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Vendor shall: (a) immediately discontinue all services affected and (b) deliver to MBL all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this purchase, whether completed or in process. If the termination is for the convenience of MBL, MBL shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.

**EXHIBIT C**  
**FTA CLAUSES, TERMS AND CONDITIONS**

**1 Incorporation of FTA Terms**

The following provisions include, in part, certain Standard Terms and RFQ 25-01 Support Vehicles Conditions required by the Federal Transit Administration (FTA), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1 and in accordance with the FTA federal clauses as outlined in the Master Agreement hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this P.O. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any MBL requests which would cause MBL to be in violation of the FTA terms and conditions.

PLEASE REFER TO **ATTACHMENT A** OF THIS PACKAGE ON PLANETBIDS

## EXHIBIT D

### BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661.

A Buy America Certificate, as per attached format, must be completed and submitted with the bid. A bid, which does not include the certificate, will be considered non-responsive. If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Bidder or Offeror in accordance with the requirement contained in §661.13(b) of this part.

#### ***Certificate of Compliance with Buy America Requirements***

The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C.5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### ***Certificate of Non-Compliance with Buy America Requirements***

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Table of Contents**

|                                                                                                                             |          |
|-----------------------------------------------------------------------------------------------------------------------------|----------|
| <b>FEDERAL CLAUSES .....</b>                                                                                                | <b>3</b> |
| ACCESS TO RECORDS AND REPORTS .....                                                                                         | 3        |
| AMERICANS WITH DISABILITIES ACT (ADA).....                                                                                  | 3        |
| BUY AMERICA REQUIREMENTS.....                                                                                               | 4        |
| CARGO PREFERENCE REQUIREMENTS .....                                                                                         | 4        |
| CHANGES TO FEDERAL REQUIREMENTS .....                                                                                       | 5        |
| CHARTER SERVICE .....                                                                                                       | 5        |
| CIVIL RIGHTS LAWS AND REGULATIONS .....                                                                                     | 6        |
| CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.....                                                                  | 8        |
| CONTRACT WORK HOURS AND SAFETY STANDARDS ACT .....                                                                          | 9        |
| DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT .....                                                                        | 10       |
| DEBARMENT AND SUSPENSION .....                                                                                              | 11       |
| DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....                                                                               | 11       |
| ENERGY CONSERVATION .....                                                                                                   | 12       |
| EQUAL EMPLOYMENT OPPORTUNITY.....                                                                                           | 12       |
| FLY AMERICA .....                                                                                                           | 14       |
| INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....                                                            | 14       |
| NO GOVERNMENT OBLIGATION TO THIRD PARTIES.....                                                                              | 15       |
| NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD,<br>WASTE, ABUSE, OR OTHER LEGAL MATTERS ..... | 15       |
| PATENT RIGHTS AND RIGHTS IN DATA.....                                                                                       | 16       |
| PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES .....                                                         | 17       |
| PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....                                                      | 18       |
| PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR<br>EQUIPMENT.....                              | 18       |
| PROMPT PAYMENT .....                                                                                                        | 20       |
| RESTRICTIONS ON LOBBYING .....                                                                                              | 20       |
| SAFE OPERATION OF MOTOR VEHICLES .....                                                                                      | 23       |



|                                                          |    |
|----------------------------------------------------------|----|
| SIMPLIFIED ACQUISITION THRESHOLD .....                   | 23 |
| SOLID WASTES (RECOVERED MATERIALS) .....                 | 23 |
| SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS .....   | 25 |
| SUBSTANCE ABUSE REQUIREMENTS .....                       | 27 |
| TERMINATION .....                                        | 27 |
| VETERANS HIRING PREFERENCE.....                          | 31 |
| VIOLATION AND BREACH OF CONTRACT .....                   | 32 |
| OTHER RECOMMENDED CONTRACT REQUIREMENTS.....             | 33 |
| FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS..... | 33 |
| SEVERABILITY.....                                        | 33 |
| TRAFFICKING IN PERSONS .....                             | 34 |

## **FEDERAL CLAUSES**

### ***ACCESS TO RECORDS AND REPORTS***

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### ***AMERICANS WITH DISABILITIES ACT (ADA)***

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## ***BUY AMERICA REQUIREMENTS***

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

## ***CARGO PREFERENCE REQUIREMENTS***

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United

States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### ***CHANGES TO FEDERAL REQUIREMENTS***

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

### ***CHARTER SERVICE (N/A)***

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## ***CIVIL RIGHTS LAWS AND REGULATIONS***

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity

Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## ***CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT***

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

#### ***CONTRACT WORK HOURS AND SAFETY STANDARDS ACT***

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### Compliance with the Contract Work Hours and Safety Standards Act.



- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

### ***DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT***

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## ***DEBARMENT AND SUSPENSION***

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## ***DISADVANTAGED BUSINESS ENTERPRISE (DBE)***

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## ***ENERGY CONSERVATION***

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## ***EQUAL EMPLOYMENT OPPORTUNITY***

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ***FLY AMERICA***

a) Definitions. As used in this clause—

- 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
- 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## ***INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS***

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR §

1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

### ***NO GOVERNMENT OBLIGATION TO THIRD PARTIES***

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### ***NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS***

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a

false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## ***PATENT RIGHTS AND RIGHTS IN DATA***

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal

Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### ***PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES***



The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

### ***PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS***

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### ***PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.***

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

## ***PROMPT PAYMENT***

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## ***RESTRICTIONS ON LOBBYING***

### **Conditions on use of funds.**

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

**Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## ***SAFE OPERATION OF MOTOR VEHICLES***

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## ***SIMPLIFIED ACQUISITION THRESHOLD***

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## ***SOLID WASTES (RECOVERED MATERIALS)***

- (a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## ***SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS***

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments



under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information

as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## ***SUBSTANCE ABUSE REQUIREMENTS***

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

## ***TERMINATION***

### **Termination for Convenience (General Provision)**

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the

contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms,

covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### ***VETERANS HIRING PREFERENCE***

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## ***VIOLATION AND BREACH OF CONTRACT***

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### **Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

### ***FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS***

- (1) The contractor certifies that it:
  - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

### ***SEVERABILITY***

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.



## ***TRAFFICKING IN PERSONS***

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



**ITEM # 22**

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

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT: APPROVAL OF EMERGENCY PROCUREMENT OF PUBLIC SAFETY  
RADIO COMMUNICATION'S BACK-UP GENERATOR**

**DATE:** February 12, 2025

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**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Approve the emergency procurement of a public safety radio communication's back-up generator; and
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The total cost of this emergency back-up generator purchase was \$153,385 (Attachment A), charged to Account No. 600-90-900-6010.10 (Transit-Transportation, Transit Administration, Machinery & Equipments-Machinery & Equipment). This expenditure was made under the emergency purchasing authority per Montebello Municipal Code Section 3.20.050(A).

The emergency purchase was required due to the urgent need to restore and maintain critical public safety communication infrastructure. The City intends to seek reimbursement for this expense as part of the emergency proclamation declared by Governor Newsom and the Major Disaster Declaration approved by President Biden. If reimbursement is approved, it will offset the cost to the City. No budget amendment is needed as part of the approval actions for this purchase.

**BACKGROUND/DISCUSSION:**

During the January 2025 Los Angeles County Fires and Wind event, the City of

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 2 of 3

Montebello experienced power outages that impacted critical infrastructure, including the Prime Communications Site located at 1300 N. Montebello Boulevard, Montebello. This communications site serves as the primary communication hub for various city departments, including Police, Fire, and Transportation. Additionally, the City of Montebello provides access to this essential radio system for neighboring cities, including Downey, Vernon, Whittier, South Gate, Bell Gardens, and Huntington Park.

The radio site was initially placed on backup power following the primary outage. However, a subsequent failure of the backup generator resulted in a temporary loss of radio communication services. Recognizing the urgent need for a reliable power source, the City Manager exercised emergency purchasing authority (Montebello Municipal Code Section 3.20.050(A)) to acquire a new portable generator to ensure continuous communication capabilities.

On January 7, 2025, Governor Newsom issued an Emergency Proclamation due to the Los Angeles County Fires and Windstorm Event. Additionally, on January 8, 2025, President Biden approved a Major Disaster Declaration. As part of the emergency response efforts, the City issued a Purchase Order on January 13, 2025 for the acquisition of the radio communications back-up generator. The City will be seeking future reimbursement for this generator as part of the emergency proclamation.

### **ENVIRONMENTAL:**

The purchased generator complies with Tier 4 emissions standards, which are the most stringent regulations set by the Environmental Protection Agency (EPA) for diesel engines. These standards significantly reduce particulate matter and nitrogen oxide emissions, contributing to improved air quality. Additionally, the generator is designed for high efficiency, minimizing fuel consumption and overall environmental impact. Proper installation and maintenance will ensure compliance with all local, state, and federal environmental regulations.

### **ANALYSIS:**

To address the generator failure and prevent future communication disruptions, the City procured a 150kv Cummings Tier 4 Diesel Generator equipped with a 4 Position Voltage Switch and a set of Camlock Cables with Pig Tails. This purchase was made from Unlimited Power Solutions in Eastvale, CA, for a total cost of \$153,385 (Attachment A). The emergency purchase was necessary to maintain the operational integrity of the City's emergency communications network and ensure uninterrupted service for all Montebello personnel and partner cities relying on the radio communication system.

### **SUMMARY:**

In response to the power outages during the January 2025 Los Angeles County Fires and Wind Event and the failure of the existing backup generator, the City Manager authorized an emergency purchase of a 150kv Cummings Tier 4 Diesel Generator from Unlimited Power Solutions in the amount of \$153,385 (Attachment A) under the authority of MMC Section 3.20.050(A). This acquisition ensures the continued operation of the

## **CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 12, 2025**

Page 3 of 3

Prime Communications site, which is critical for the City's emergency response and inter-agency communications. Staff recommends that the City Council receive and file this report regarding the City Manager's emergency purchase.

### **ATTACHMENT(S)**

1. Attachment A - PO and Quote for Generator

**CITY OF MONTEBELLO**  
**DEPARTMENT FINANCE**  
**PURCHASE ORDER COVER LETTER**

Vendor: **Unlimited Power Solutions**  
**6612 Everglades St.**  
**Eastvale, CA 92880**

Vendor #: **3941**

Item(s) Being Purchased/Services: **150kw Generator**

Reason for Purchase: **We need to purchase a mobile generator that can be transported to any of the radio sites should there be a power failure. The mobile emergency generator will provide power to the site until repairs to the primary power can be made. The purchase of the attached generator is being done under the City Manager's emergency purchasing authority.**

Purchase Requestor: Michael Solorza

Signature: 

Supplies: X Service: N/A

Account Number: 600-90-900-6010.10

Total Amount of Purchase: \$153,385.31

Shipping Cost: N/A

**Bid/Quote Summary**

|                            | Amount | Vendor Name | Quote/Bid Format | Date Received |
|----------------------------|--------|-------------|------------------|---------------|
| 1 <sup>st</sup> Bid/Quote: |        |             |                  |               |
| 2 <sup>nd</sup> Bid/Quote: |        |             |                  |               |
| 3 <sup>rd</sup> Bid/Quote: |        |             |                  |               |

Check her if this item is a Source.

Other Notes: **(Please list any other notes related to this purchase here. If this item/service is a Sole Source, please use this section to provide an explanation/justification. If needed, ).**

Purchase Order Input By: Estefania Hernandez

Date: 01/13/2025

Purchase Order Approved By: 

Date: 1/13/2025

## ESTIMATE

Unlimited Power Solutions  
6612 EvergladesSt  
Corona, CA 92880

jolivas@ups-power.us  
+1 (951) 542-0878



### Bill to

James Coiner  
City Of Montebello  
1600 W. Beverly Blvd.  
Montebello, CA 90640  
United States

### Ship to

James Coiner  
City Of Montebello  
1600 W. Beverly Blvd.  
Montebello, CA 90640  
United States

### Estimate details

Estimate no.: 25-082  
Estimate date: 01/09/2025

| #         | Date | Product or service | Description                                                                                                                                                                     | Qty | Rate         | Amount              |
|-----------|------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|---------------------|
| 1.        |      | Equipment          | 150Kw Cummings Tier 4 Diesel Generator with 4 Position Voltage Switch 480/277/240 3 phase or 120/240 Single Phase, a 24 Hour Gas Tank, California Carb Compliant, 220 Amp Rated | 1   | \$135,000.00 | \$135,000.00        |
| 2.        |      | Equipment          | Set of Camlock Cables with Pig Tails                                                                                                                                            | 1   | \$4,125.00   | \$4,125.00          |
| 3.        |      | Equipment          | ****Unit Is In Stock and Ready For Delivery****                                                                                                                                 | 1   | \$0.00       | \$0.00              |
| Subtotal  |      |                    |                                                                                                                                                                                 |     |              | \$139,125.00        |
| Sales tax |      |                    |                                                                                                                                                                                 |     |              | \$14,260.31         |
| Total     |      |                    |                                                                                                                                                                                 |     |              | <b>\$153,385.31</b> |

Accepted date

Accepted by



**Unlimited Power Solutions** Specializes in the Sales, Service, Installation and Maintenance of Generators, UPS Systems, Battery Systems, Emergency Lighting Inverters, Home Power Solutions and Energy Management.

Jesse Olivas

[jolivas@ups-power.us](mailto:jolivas@ups-power.us) | [www.ups-power.us](http://www.ups-power.us) | Direct: 951.542.0878

1800.707.4548 Ca. License # 1117399

**A Disabled Veteran Owned Company**

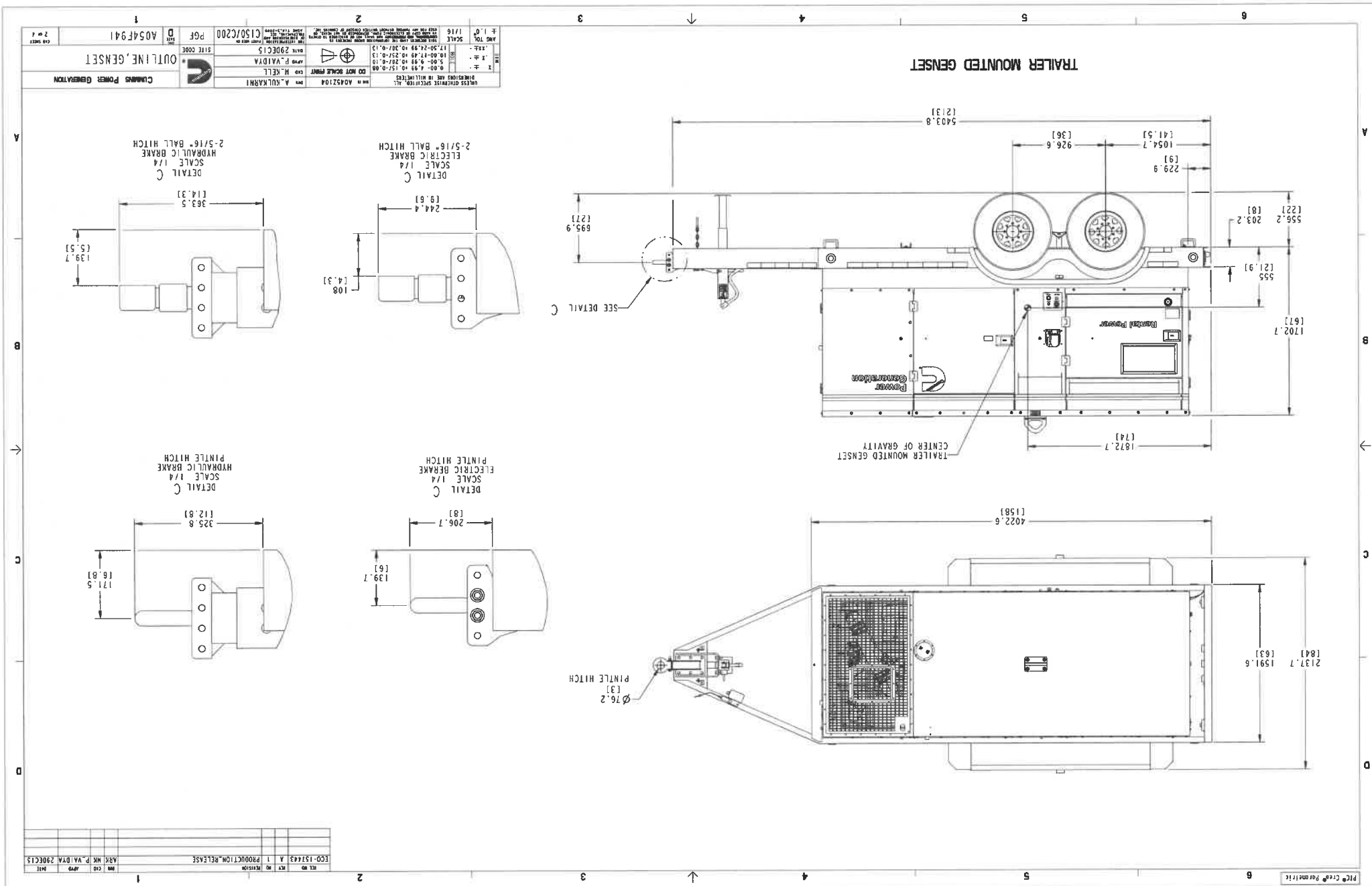
**Date: 1-9-25**

Unlimited Power Solutions is pleased to submit this proposal for a 150kw Cummings Diesel Generator. Unlimited Power Solutions is a Veteran Disabled Owned Company located in Southern California and provides quality service at a competitive price. If you have any questions or require further assistance please give us a call.

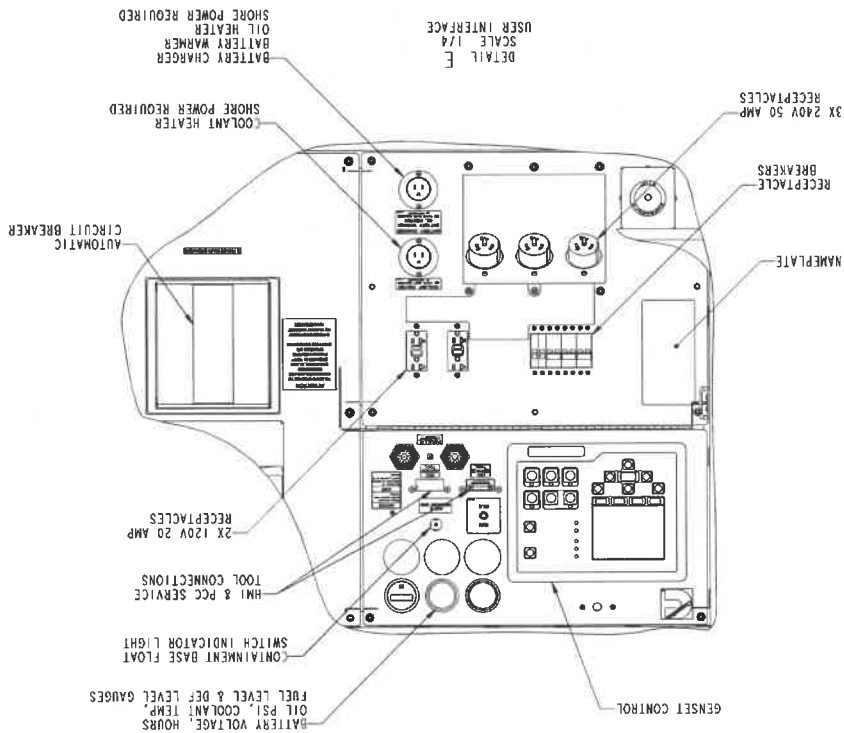
800-707-4548









[illegible]



# Rental Power

150 kW

U.S EPA Tier IV emissions



## Description

This Cummins® Rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for Standby and Prime Power applications.

## Features

### Cummins diesel engines

- U.S. Tier IV Final and EU SIIIa certified Cummins QSB7-G9 engines which meet emissions limits without the use of a Diesel Particulate Filter (DPF)
- Dual speed engine for operation at 50 or 60 Hz
- Advanced electronic engine controls with integrated after-treatment system provide superior fuel efficiency while reducing emissions
- High-pressure common rail fuel system reduces engine noise and smoke
- Cummins Direct Flow™ air filtration offering improved air management, longer service life, and easier serviceability
- 2-stage fuel filtration with optimum particle and water separation

### Control features

- The most advanced, reliable and capable generator set control system on the market today
- PowerCommand 3.3® with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets
- Controls provide precise frequency and voltage regulation, alarm and status message display in one easy to operate customer interface

### Engine controls

- Oil pressure and coolant temperature gauge
- Fuel level gauge, Diesel Exhaust Fluid (DEF) level gauge and battery voltage gauge
- Hour meter
- Engine control module includes remote start capability

### Stamford alternators

- 12-lead reconnectable alternators fitted with voltage selection switch
- Permanent magnet excitation for improved performance in non-linear load applications

### Rental package enclosure

- Camlock distribution panel
- Sound attenuated, white powder coated lockable enclosure
- 24-hour fuel tank (75% prime) with leak detection sensor
- Single wall fuel tank with 110% fluid containment basin
- Transport Canada Tank
- Roof mounted, single point lift
- Cooling system rated for 122 °F (50 °C) at 100% Standby ambient
- Complete engine fluid containment reservoir
- 4 position voltage selector switch (277/480 or 139/240 or 120/208 VAC 3 phase or 120/240 VAC 1 phase)
- Shore power (15 A/120 V) – for coolant heater and battery charger
- Conveniently located analog gauges and heated Human Machine Interface (HMI) display

### Rental package options

- Optional Auxiliary Fuel and DEF connections
- DOT approved electric brake trailer with heavy duty center mounted jack, ball or pintle hitch
- DOT approved hydraulic brake trailer with heavy duty center mounted jack, ball or pintle hitch

| Model    | Voltages (V) | Standby rating    |                   | Prime rating      |                   | Sound level<br>Full load @ 7 m | Alternator<br>model |
|----------|--------------|-------------------|-------------------|-------------------|-------------------|--------------------------------|---------------------|
|          |              | 60 Hz<br>kW (kVA) | 50 Hz<br>kW (kVA) | 60 Hz<br>kW (kVA) | 50 Hz<br>kW (kVA) |                                |                     |
| C150D2RE | 208/240/480  | 150 (188)         | 128 (160)         | 135 (169)         | 116 (145)         | 73 dBA                         | UCI274F             |

## Engine specifications

|                             |                                                    |
|-----------------------------|----------------------------------------------------|
| Engine model                | QSB7-G9                                            |
| Alternator data sheet       | UCI274F (208/240/480)                              |
| Tier rating                 | Tier IV                                            |
| Design                      | 4 cycle, in-line, turbocharged and after-cooled    |
| Bore                        | 107 mm (4.21 in.)                                  |
| Stroke                      | 124.0 mm (4.88 in.)                                |
| Displacement                | 6.69 liters (408 in <sup>3</sup> )                 |
| Cylinder block              | Cast iron, in-line 6 cylinder                      |
| Battery capacity            | 2 x 760 cca                                        |
| Battery charging alternator | 70 amps                                            |
| Starting voltage            | 24 volt, negative ground                           |
| Fuel system                 | Direct injection HPCR system                       |
| Fuel filter                 | Dual Spin on fuel filter with water separator      |
| Air cleaner type            | 2-stage, dry replaceable element with dust ejector |
| Lube oil filter type(s)     | Single spin-on, full flow                          |
| Standard cooling system     | 122 °F (50 °C) ambient radiator                    |

## Alternator specifications

|                                              |                                                         |
|----------------------------------------------|---------------------------------------------------------|
| Design                                       | Brushless, 4 pole, drip proof, revolving field          |
| Stator                                       | Double layer concentric, 2/3 winding pitch              |
| Rotor                                        | Single bearing, flexible disc                           |
| Insulation system                            | Class H per NEMA MG1-1.65 (208/240/480 VAC)             |
| Standard temperature rise                    | 125/40 °C Prime (208/480 VAC)                           |
| Exciter type                                 | Permanent Magnet Generator (PMG)                        |
| Phase rotation                               | A (U), B (V), C (W)                                     |
| Alternator cooling                           | Direct drive centrifugal blower fan                     |
| AC waveform Total Harmonic Distortion (THDV) | < 1.5% no load, < 5% non-distorting balance linear load |
| Telephone Influence Factor (TIF)             | < 50 per NEMA MG1-22.43                                 |
| Telephone Harmonic Factor (THF)              | < 2%                                                    |

## Power capability specifications (Assume power factor = 0.80 for 3 phase amps)

|          | Standby rating               |                              |                              |                              |                              |
|----------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
|          | 240 V, 1 phase<br>Amps 60 Hz | 208 V, 3 phase<br>Amps 60 Hz | 480 V, 3 phase<br>Amps 60 Hz | 240 V, 3 phase<br>Amps 60 Hz | 400 V, 3 phase<br>Amps 50 Hz |
| C150D2RE | 419                          | 520                          | 226                          | 451                          | 233                          |

## Electrical power panel specifications

| Model voltage | 120 V duplex<br>receptacles | 240 V twist | Load lug<br>connection<br>(stud diameter) | Load lug circuit<br>breakers |
|---------------|-----------------------------|-------------|-------------------------------------------|------------------------------|
| 120/480 Volt  | 2 - 20 Amp GFCI             | 3 - 50 Amp  | 1/2 inch                                  | 600 Amp                      |

## PowerCommand 3.3 control system



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

**Simplified display for Rental operators** - simplified display tailored for Rental equipment operations for ease of use.

**Masterless Load Demand (MLD)** - The controller is capable of smartly managing power from paralleled generators to match varying load patterns.

**Power management** - Control function provides battery monitoring and testing features and smart starting control system.

**Advanced control methodology** - Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

**Regulation compliant** - Prototype tested: UL, CSA and CE compliant.

**Service** - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

**Easily upgradeable** - PowerCommand controls are designed with common control interfaces.

**Reliable design** - The control system is designed for reliable operation in harsh environment.

### Operator panel features

#### Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- Heated HMI
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

#### Paralleling control functions

- First Start Sensor™ system selects first genset to close to bus
- Phase lock loop synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Enhanced safety features for paralleling generators

#### Alternator data

- Line-to-Neutral and Line-to-Line AC volts
- 3-phase AC current
- Frequency
- kW, kVar, power factor kVA (three phase and total)

#### Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Comprehensive FAE data (where applicable)

#### Other data

- Fault history
- Data logging and fault simulation (requires InPower)

### Standard control functions

#### Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

#### Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire Line-to-Line sensing
- Configurable torque matching

#### AmpSentry™ AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var shutdown
- Field overload shutdown

#### Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Full authority electronic engine protection

#### Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Cycle cranking
- Load shed
- Remote emergency stop



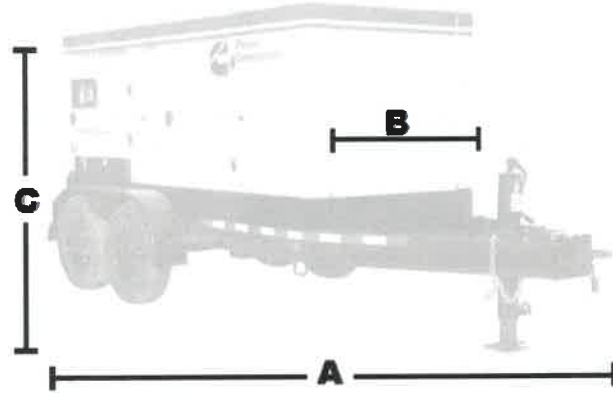
## Ratings definitions

### Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

### Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime Power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



## Dimensions

| Model        | Dim "A"<br>mm (in.) | Dim "B"<br>mm (in.) | Dim "C"<br>mm (in.) | Weight w/o<br>fuel kg (lbs) | Weight with<br>fuel kg (lbs) | Fuel capacity<br>liters (gal)* |
|--------------|---------------------|---------------------|---------------------|-----------------------------|------------------------------|--------------------------------|
| C150D2RE     | 3700 (146)          | 1450 (57)           | 1700 (67)           | 3020 (6600)                 | 3800 (8390)                  | 965 (255)                      |
| With trailer | 5740 (226)          | 2140 (84)           | 2309 (91)           | 3750 (8270)                 | 4530 (10000)                 | 965 (255)                      |

\* Onboard DEF capacity is sized for 24 hours of operation at 15 gallons.

## Fuel consumption

| 60 Hz Ratings,<br>kW (kVA) | Standby   |      |      |      | Prime     |      |      |      | Hours of<br>operation |
|----------------------------|-----------|------|------|------|-----------|------|------|------|-----------------------|
|                            | 150 (187) |      |      |      | 135 (168) |      |      |      |                       |
| Load                       | 1/4       | 1/2  | 3/4  | Full | 1/4       | 1/2  | 3/4  | Full | 75% load              |
| US Gal/hr                  | 4.2       | 6.6  | 8.9  | 11.3 | 4.1       | 6.2  | 8.4  | 10.6 | 24                    |
| L/hr                       | 15.9      | 25.0 | 33.7 | 42.8 | 15.5      | 23.5 | 31.8 | 40.1 | 24                    |

Note: DEF consumption less than 4% of fuel consumption.

## Trailer information

| Model    | Tire size  | Tire type | Load range      | Number of tires<br>per trailer | Lug pattern |
|----------|------------|-----------|-----------------|--------------------------------|-------------|
| C150D2RE | 235/85-R16 | Radial    | 2755 lbs - each | 4                              | 8 hole      |

## Certifications

These generator sets are certified to following standards:



CAN/CSA STD C22.2 NO. 100  
CAN/CSA STD C22.2 NO. 14

For more information contact your local Cummins distributor  
or visit [power.cummins.com](http://power.cummins.com)

Our energy working for you.™



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NAS-5886-EN (11/19)



## Terms & Conditions of Sale

**Acceptance of Terms:** By submitting a purchase order or accepting a price quotation from Unlimited Power Solutions for the products or services described therein, Customer accepts and is bound to these Standard Terms & Conditions of Sale (the "Agreement"). No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter Unlimited Power Solutions price quotation, service agreement or this Agreement in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

**Service Agreement:** Unless covered by an existing Unlimited Power Solutions maintenance agreement, Unlimited Power Solutions agrees to service the Equipment listed under "EQUIPMENT INFORMATION" per the terms and conditions set forth in this Agreement.

**Acknowledgement:** By signing this form, customer authorizes work to be performed, commits to payment for said work, and accepts the terms and conditions set forth herein.

**Payment Terms:** Payment terms are Net 30 from the date of invoice. Additional charges apply for invoices billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance. Customer shall pay invoices in full without set-off, counterclaim or withholding. If payment is not made when due, Unlimited Power Solutions shall have the right among other remedies, either to terminate this Agreement or suspend further services under this Agreement or other agreements with customer. Customer shall be liable for all expenses incurred to collect past due amounts.

**Service:** Unlimited Power Solutions shall, in accordance with services purchased and in accordance with generally accepted professional practices, furnish all necessary service, parts and materials to maintain/restore the Equipment to good working condition and repair. All Unlimited Power Solutions supplied parts, replaced by, Unlimited Power Solutions shall comply with the equipment manufacturer's published standards and/or specifications. Unlimited Power Solutions disclaims all warranties and guarantees, express or implied. See "LIMITATION ON EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT" below. Unlimited Power Solutions makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose, or any other matter with respect to the services, equipment or parts/materials provided to customer. The parties agree that this is a contract for services and is not subject to any Uniform Commercial



Code. Similarly, Unlimited Power Solutions will not accept those terms and conditions offered by customer in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Customer hereby grants Unlimited Power Solutions full and reasonable access to the Service Location at which the Equipment is located for the performance of these services. Unlimited Power Solutions shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shut down, removal or alteration of the equipment by the other party. In the event of such an occurrence, Unlimited Power Solutions will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with Unlimited Power Solutions then current time and materials rates, and Unlimited Power Solutions shall not be liable for future damages arising from the services performed by Customer-authorized third party.

**Discontinuance of Parts:** For those systems deemed obsolete by the manufacturer (systems typically greater than 10 years of age), Unlimited Power Solutions will continue to source replacement parts to the best of its ability. Should replacement parts for these obsolete systems not be available, Unlimited Power Solutions will notify customer of such and shall be owed for any service work and /or expenses performed/provided to that point.

**Termination of Agreement:** Unlimited Power Solutions shall have the right to terminate this Agreement at any time and for any reason. Customer has the right to cancel this contract with a 30 day written notice. In the event of a cancellation, Unlimited Power Solutions will invoice customer for all worked performed prior to agreement cancellation, a cancellation penalty, any costs associated with special order items, and/or a 20% parts re-stocking fee, as applicable.

**Delivery:** Quoted delivery dates for service and equipment under this Agreement are approximate estimates determined at the time of quotation and are subject to revision at any time. All shipping dates are approximate and are based upon prompt receipt by Unlimited Power Solutions of all necessary information from customer to properly process the order. Delivery dates are subject to changes caused by additions to or modification of the original order agreed to by both parties. Under no circumstances shall Unlimited Power Solutions have any liability whatsoever for damages, including but not limited to damages for loss of use or for any incidental or consequential damages as a result of delayed delivery of services or equipment.

**Limitation on Equipment and Services Covered by this Agreement:** This Agreement, and Unlimited Power Solutions obligations hereunder, covers only the equipment listed in the "EQUIPMENT INFORMATION" section. Any equipment not listed may be serviced by Unlimited Power Solutions at the Customer's request, or if deemed necessary by Unlimited Power Solutions, but all such work shall be billed to Customer at Unlimited Power Solutions standard prevailing rates for such labor and materials, and Customer agrees to pay all such charges pursuant to the terms of this Agreement. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical

surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Unlimited Power Solutions. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, or exceeds the equipment's original design limits. Examples include, but are not limited to, phase-imbalanced conditions (more than 25%). Unlimited Power Solutions shall not be responsible for repair or replacement of equipment necessitated by normal wear and usage or by customer's failure to have routine maintenance performed on the equipment as recommended by Unlimited Power Solutions. Unlimited Power Solutions shall have the right to inspect any equipment claimed to be defective or damaged and shall have the right to determine the cause of such claimed defect or damage. Repairs required by any of the above excepted causes will be made by Unlimited Power Solutions at the standard prevailing rates for the necessary labor and materials shall be billed to the Customer, and Customer agrees to pay all such changes pursuant to the terms of this Agreement. Unlimited Power Solutions shall not liable for any repairs, materials or labor in excess of the contract amount herein. This Agreement does not cover any pre-existing damaged parts or labor deemed necessary by Unlimited Power Solutions prior to the initial service inspection by Unlimited Power Solutions. Any parts and/or labor coverage deemed necessary will not go into effect until after said corrections are made by Customer.

**Insurance:** Unlimited Power Solutions maintains insurance coverage and limits as it deems necessary. Upon Owners request, Unlimited Power Solutions (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

**Limitation/Disclaimer of Liability:** UNLIMITED POWER SOLUTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUE, DATA, OR PROFIT), DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S USE OF, OR INABILITY TO USE, THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR PERSONAL INJURY OR LOSS OR DESTRUCTION OF OTHER PROPERTY, OR FROM ANY OTHER CAUSE. UNLIMITED POWER SOLUTIONS TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE COMPENSATION PAID TO UNLIMITED POWER SOLUTIONS FOR THE SERVICES, EQUIPMENT, OR PARTS/MATERIALS PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer shall indemnify Unlimited Power Solutions against and hold Unlimited Power Solutions harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of this Agreement.

**Governing Law and Venue:** This Agreement shall be governed by, and construed in accordance, with the law of the State of California, and the venue of any court action initiated pursuant to this Agreement shall be the Riverside County Superior Court, California.

**Legal Costs:** In any legal proceedings instituted by Unlimited Power Solutions for the enforcement of the terms and provisions of this Agreement where Unlimited Power Solutions is the prevailing party, Unlimited Power Solutions shall be reimbursed by Customer for all of its reasonable costs, expenses and attorneys' fees.

**Partial Invalidity:** The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

**Entire Agreement:** THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN UNLIMITED POWER SOLUTIONS AND CUSTOMER REGARDING THE MATTERS DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF UNLIMITED POWER SOLUTIONS SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS AGREEMENT, AND BE SIGNED BY BOTH PARTIES.

**Waiver:** A waiver of the strict performance of any term of this Agreement by Unlimited Power Solutions shall not be deemed waiver of any other provision of this Agreement

By signing this document you agree to Unlimited Power Solutions terms and conditions.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



**ITEM # 23**

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-15 APPROVING THE CITY  
WARRANT REGISTER OF DEMANDS DATED FEBRUARY 12, 2025**

**RESOLUTION NO. 25-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO  
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

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

**SECTION 1.** That the reference is hereby made to that certain Register of Audited Demand No.1587, consisting of 11 pages, and including:

Warrant No.

General: Check No. 605863 through 606097  
ACH No. 7853 through 7976  
Successor Agency: Check No. 1529 through 1529

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 12<sup>th</sup> DAY OF FEBURARY 2025.**

\_\_\_\_\_  
Salvador Melendez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**RESOLUTION NO. 25-15**

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-15 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12<sup>th</sup> day of February 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. 1587**  
**From Payment Date 01/13/25 - To Payment Date 01/30/25**

| WARRANT #       | DATE       | AMOUNT      | ACCOUNT DESCRIPTION           | VENDOR # | VENDOR NAME                             |
|-----------------|------------|-------------|-------------------------------|----------|-----------------------------------------|
| General Account |            |             |                               |          |                                         |
| 7853            | 01/16/2025 | \$17.60     | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7854            | 01/16/2025 | \$3,029.62  | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7855            | 01/16/2025 | \$4,672.28  | TRAINING                      | 3163     | BANK OF AMERICA                         |
| 7856            | 01/16/2025 | \$67.92     | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7857            | 01/16/2025 | \$1,499.68  | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7858            | 01/16/2025 | \$612.64    | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7859            | 01/16/2025 | \$228.05    | SUPPLIES                      | 3163     | BANK OF AMERICA                         |
| 7860            | 01/16/2025 | \$1,440.00  | RETIREMENT                    | 3730     | AT RETIREMENT SERVICES LLC              |
| 7861            | 01/16/2025 | \$2,400.00  | ADVERTISING/PRINTING SERVICES | 1293     | 923 MEDIA GROUP INC                     |
| 7862            | 01/16/2025 | \$8,617.57  | SUPPLIES                      | 2586     | AMAZON CAPITAL SERVICES INC             |
| 7863            | 01/16/2025 | \$360.00    | CONTRACT SERVICES             | 2365     | LETICIA TORRES                          |
| 7864            | 01/16/2025 | \$3,884.11  | CONTRACT SERVICES             | 35980    | SAEED RADMEHR                           |
| 7865            | 01/16/2025 | \$30.00     | CARPPOOL INCENTIVE            | 4827     | RIJUL BHASKAR                           |
| 7866            | 01/16/2025 | \$820.11    | UNIFORM EXPENSE               | 4869     | DARTAGNAN CHAVEZ-ESPARZA                |
| 7867            | 01/16/2025 | \$92.48     | SUPPLIES                      | 10000    | CLEAN SWEEP SUPPLY CO INC               |
| 7868            | 01/16/2025 | \$122.69    | SUPPLIES                      | 70920    | DECALS BY DESIGN INC                    |
| 7869            | 01/16/2025 | \$145.00    | CONTRACT SERVICES             | 3285     | DIANA E RAMIREZ DBA RAPID LEGAL CENTER  |
| 7870            | 01/16/2025 | \$76,583.19 | FUEL INVENTORY                | 962      | MO DION & SONS INC                      |
| 7871            | 01/16/2025 | \$1,036.48  | CONTRACT SERVICES             | 3982     | EVERNORTH CARE SOLUTIONS, INC.          |
| 7872            | 01/16/2025 | \$74.88     | VEHICLE MAINTENANCE/EXPENSES  | 270      | HARBOR DIESEL AND EQUIPMENT INC         |
| 7873            | 01/16/2025 | \$13,544.96 | CONTRACT SERVICES             | 2793     | IBE DIGITAL                             |
| 7874            | 01/16/2025 | \$2,807.53  | VEHICLE MAINTENANCE/EXPENSES  | 29680    | INLAND KENWORTH INC                     |
| 7875            | 01/16/2025 | \$632.39    | UNIFORM EXPENSE               | 4868     | MICHAEL JACOVIDES                       |
| 7876            | 01/16/2025 | \$1,500.00  | CONTRACT SERVICES             | 26880    | SEBASTIAN WATERWORKS INC                |
| 7877            | 01/16/2025 | \$849.79    | UNIFORM EXPENSE               | 4872     | GARRETT MURAKAMI                        |
| 7878            | 01/16/2025 | \$853.00    | CONTRACT SERVICES             | 19250    | N/S CORPORATION                         |
| 7879            | 01/16/2025 | \$462.00    | CONTRACT SERVICES             | 53120    | NATIONAL CONSTRUCTION RENTALS           |
| 7880            | 01/16/2025 | \$48,643.92 | CONTRACT SERVICES             | 35250    | NATIONWIDE ENVIRONMENTAL SERVICES       |
| 7881            | 01/16/2025 | \$42,048.00 | CONTRACT SERVICES             | 42180    | PCAM LLC DBA PARKING COMPANY OF AMERICA |
| 7882            | 01/16/2025 | \$704.96    | TRAVEL & MEETINGS             | 3114     | SCARLET PERALTA                         |
| 7883            | 01/16/2025 | \$560.76    | SUPPLIES                      | 1120     | BLUETRITON BRANDS INC                   |
| 7884            | 01/16/2025 | \$825.11    | SUPPLIES                      | 31270    | STARBOARD TACK SUPPLY INC               |
| 7885            | 01/16/2025 | \$15,738.00 | CONTRACT SERVICES             | 3602     | THE PUN GROUP LLP                       |
| 7886            | 01/16/2025 | \$41,170.72 | CONTRACT SERVICES             | 3133     | ULTIMATE MAINTENANCE SERVICE            |



**City of Montebello**  
**Register of Demands No. 1587**  
**From Payment Date 01/13/25 - To Payment Date 01/30/25**

| WARRANT #       | DATE       | AMOUNT      | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                              |
|-----------------|------------|-------------|------------------------------|----------|------------------------------------------|
| General Account |            |             |                              |          |                                          |
| 7887            | 01/16/2025 | \$396.44    | CONTRACT SERVICES            | 57140    | UNDERGROUND SERVICE ALERT OF SOUTHERN CA |
| 7888            | 01/16/2025 | \$2,670.08  | SUPPLIES                     | 3088     | WAXIE SANITARY SUPPLY                    |
| 7889            | 01/16/2025 | \$179.45    | CONTRACT SERVICES            | 3140     | WEX HEALTH INC                           |
| 7890            | 01/16/2025 | \$1,189.82  | VEHICLE MAINTENANCE/EXPENSES | 1657     | OSCAR ZAVALAS                            |
| 7891            | 01/16/2025 | \$22.05     | SUPPLIES                     | 2345     | COMMERCE HOSE & INDUSTRIAL PRODUCTS      |
| 7892            | 01/23/2025 | \$112.67    | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7893            | 01/23/2025 | \$308.66    | MACHINERY & EQUIPMENTS       | 3163     | BANK OF AMERICA                          |
| 7894            | 01/23/2025 | \$204.38    | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7895            | 01/23/2025 | \$430.04    | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7896            | 01/23/2025 | \$893.96    | TRAVEL & MEETINGS            | 3163     | BANK OF AMERICA                          |
| 7897            | 01/23/2025 | \$4,522.11  | TRAVEL & MEETINGS            | 3163     | BANK OF AMERICA                          |
| 7898            | 01/23/2025 | \$1,481.68  | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7899            | 01/23/2025 | \$1,767.13  | CONTRACT SERVICES            | 3163     | BANK OF AMERICA                          |
| 7900            | 01/23/2025 | \$828.15    | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7901            | 01/23/2025 | \$978.12    | CONTRACT SERVICES            | 3163     | BANK OF AMERICA                          |
| 7902            | 01/23/2025 | \$1,468.03  | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7903            | 01/23/2025 | \$291.95    | SUPPLIES                     | 3163     | BANK OF AMERICA                          |
| 7904            | 01/23/2025 | \$3,135.00  | CONTRACT SERVICES            | 4510     | 112 SOUTH EUCALYPTUS AVE LLC             |
| 7905            | 01/23/2025 | \$615.80    | UNIFORM EXPENSE              | 20350    | ALLSTAR FIRE EQUIPMENT INC               |
| 7906            | 01/23/2025 | \$5,182.12  | SUPPLIES                     | 2586     | AMAZON CAPITAL SERVICES INC              |
| 7907            | 01/23/2025 | \$11,534.50 | VEHICLE MAINTENANCE/EXPENSES | 47980    | AMERICAN MOVING PARTS                    |
| 7908            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 289      | ANDREA ANDRADE                           |
| 7909            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 61470    | ERIKA L ANDRADE                          |
| 7910            | 01/23/2025 | \$2,654.65  | UTILITY SERVICES             | 40970    | ARAKELIAN ENTERPRISES                    |
| 7911            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 4827     | RIJUL BHASKAR                            |
| 7912            | 01/23/2025 | \$3,867.50  | CONTRACT SERVICES            | 3130     | BLAIS & ASSOCIATES LLC                   |
| 7913            | 01/23/2025 | \$4,959.20  | MACHINERY & EQUIPMENTS       | 4617     | CDCE INC                                 |
| 7914            | 01/23/2025 | \$515.09    | SUPPLIES                     | 10000    | CLEAN SWEEP SUPPLY CO INC                |
| 7915            | 01/23/2025 | \$502.31    | CONTRACT SERVICES            | 2889     | COMLOCK SECURITY GROUP INC               |
| 7916            | 01/23/2025 | \$46.38     | SUPPLIES                     | 70920    | DECALS BY DESIGN INC                     |
| 7917            | 01/23/2025 | \$5,681.56  | FUEL                         | 962      | MO DION & SONS INC                       |
| 7918            | 01/23/2025 | \$1,055.76  | CONTRACT SERVICES            | 3982     | EVERNORTH CARE SOLUTIONS, INC.           |
| 7919            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 2572     | MARLENE GIL                              |
| 7920            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 3706     | ALEX GILLMAN                             |
| 7921            | 01/23/2025 | \$600.00    | CONTRACT SERVICES            | 2956     | GLADWELL GOVERNMENTAL SERVICES INC       |
| 7922            | 01/23/2025 | \$40.00     | CARPPOOL INCENTIVE           | 3123     | NEIRA YESSIE GRANADOS                    |





**City of Montebello**  
**Register of Demands No. 1587**  
**From Payment Date 01/13/25 - To Payment Date 01/30/25**

| WARRANT #       | DATE       | AMOUNT       | ACCOUNT DESCRIPTION           | VENDOR # | VENDOR NAME                           |
|-----------------|------------|--------------|-------------------------------|----------|---------------------------------------|
| General Account |            |              |                               |          |                                       |
| 7923            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 3681     | LIZETTE GUERRERO                      |
| 7924            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 4280     | NADINE HERNANDEZ                      |
| 7925            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 48610    | CRYSTAL JAIMEZ                        |
| 7926            | 01/23/2025 | \$2,358.78   | CONTRACT SERVICES             | 1612     | JCL TRAFFIC SERVICES                  |
| 7927            | 01/23/2025 | \$916.30     | CONTRACT SERVICES             | 2152     | JOHNSON CONTROLS INC                  |
| 7928            | 01/23/2025 | \$3,900.00   | CONTRACT SERVICES             | 4479     | KAT CONSULTING SERVICES LLC           |
| 7929            | 01/23/2025 | \$4,677.59   | SUPPLIES                      | 26670    | LIFE-ASSIST INC                       |
| 7930            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 4439     | DANESSA DANETTE LLANES                |
| 7931            | 01/23/2025 | \$240.00     | CARPOOL INCENTIVE             | 4789     | CESAR LOPEZ                           |
| 7932            | 01/23/2025 | \$215.80     | CONTRACT SERVICES             | 3276     | MARK ROBERT LOPEZ                     |
| 7933            | 01/23/2025 | \$2,800.00   | CONTRACT SERVICES             | 1585     | DR ANGELICA LOZA-GOMEZ MD PC          |
| 7934            | 01/23/2025 | \$26,472.50  | CONTRACT SERVICES             | 19040    | MUNICIPAL CONTRACT ADMINISTRATORS INC |
| 7935            | 01/23/2025 | \$6,422.80   | ADVERTISING/PRINTING SERVICES | 4162     | MCGREGOR SHOTT, INC.                  |
| 7936            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 4580     | JEREMY MELENDEZ                       |
| 7937            | 01/23/2025 | \$219.60     | CONTRACT SERVICES             | 53120    | NATIONAL CONSTRUCTION RENTALS         |
| 7938            | 01/23/2025 | \$100,338.55 | CONTRACT SERVICES             | 35250    | NATIONWIDE ENVIRONMENTAL SERVICES     |
| 7939            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 2203     | SAMANTHA NEVAREZ                      |
| 7940            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 138      | BRIANNON PADILLA                      |
| 7941            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 4429     | ELISEO RAMOS                          |
| 7942            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 3712     | MATTHEW ROBERT RAMOS                  |
| 7943            | 01/23/2025 | \$126.93     | SUPPLIES                      | 1120     | BLUETRITON BRANDS INC                 |
| 7944            | 01/23/2025 | \$30.00      | CARPOOL INCENTIVE             | 3584     | BRENDA RODRIGUEZ                      |
| 7945            | 01/23/2025 | \$1,982.09   | SUPPLIES                      | 2594     | THE SAUCE CREATIVE SERVICES CORP      |
| 7946            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 69960    | NICOLE I SAUCEDO                      |
| 7947            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 2985     | KEVIN SAYCOCIE                        |
| 7948            | 01/23/2025 | \$78.69      | SUPPLIES                      | 2686     | THE SHERWIN-WILLIAMS CO               |
| 7949            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 3001     | MICHAEL SOLORZA                       |
| 7950            | 01/23/2025 | \$278.52     | SUPPLIES                      | 31270    | STARBOARD TACK SUPPLY INC             |
| 7951            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 3053     | MICHAEL TELLES                        |
| 7952            | 01/23/2025 | \$40.00      | CARPOOL INCENTIVE             | 1091     | JANELLE TORRES                        |
| 7953            | 01/30/2025 | \$25,915.00  | CDBG - ADMINISTRATION         | 38010    | ADVANCED AVANT-GARDE CORPORATION      |
| 7954            | 01/30/2025 | \$2,239.00   | VEHICLE MAINTENANCE/EXPENSES  | 269      | ADVANCED ELECTRONICS SOLUTIONS INC    |
| 7955            | 01/30/2025 | \$4,197.72   | SUPPLIES                      | 2586     | AMAZON CAPITAL SERVICES INC           |
| 7956            | 01/30/2025 | \$35,788.64  | CONTRACT SERVICES             | 3016     | ANTARES GOLF LLC                      |
| 7957            | 01/30/2025 | \$208.13     | CONTRACT SERVICES             | 74870    | AVAIL TECHNOLOGIES INC                |
| 7958            | 01/30/2025 | \$1,169.28   | SUPPLIES                      | 70920    | DECALS BY DESIGN INC                  |



**City of Montebello**  
**Register of Demands No. 1587**  
**From Payment Date 01/13/25 - To Payment Date 01/30/25**

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|------------------|------------|---------------------|------------------------------|----------|---------------------------------------|
| General Account  |            |                     |                              |          |                                       |
| 7959             | 01/30/2025 | \$34,975.02         | CONTRACT SERVICES            | 1175     | GRAPHIC ELECTRIC INC                  |
| 7960             | 01/30/2025 | \$3,021.15          | VEHICLE MAINTENANCE/EXPENSES | 22560    | H & H AUTO PARTS WHOLESALE            |
| 7961             | 01/30/2025 | \$4,358.75          | CONTRACT SERVICES            | 46870    | HDL COREN & CONE                      |
| 7962             | 01/30/2025 | \$9,854.91          | VEHICLE MAINTENANCE/EXPENSES | 29680    | INLAND KENWORTH INC                   |
| 7963             | 01/30/2025 | \$54.15             | CONTRACT SERVICES            | 1612     | JCL TRAFFIC SERVICES                  |
| 7964             | 01/30/2025 | \$332.84            | CONTRACT SERVICES            | 2152     | JOHNSON CONTROLS INC                  |
| 7965             | 01/30/2025 | \$1,500.00          | EDUCATION REIMBURSEMENT      | 31360    | DAVID J KIM                           |
| 7966             | 01/30/2025 | \$1,725.00          | CONTRACT SERVICES            | 16760    | LIEBERT CASSIDY WHITMORE              |
| 7967             | 01/30/2025 | \$43,868.23         | CONTRACT SERVICES            | 3489     | MARK THOMAS & COMPANY INC             |
| 7968             | 01/30/2025 | \$25,395.00         | CONTRACT SERVICES            | 19040    | MUNICIPAL CONTRACT ADMINISTRATORS INC |
| 7969             | 01/30/2025 | \$22.09             | SUPPLIES                     | 479      | MCMASTER-CARR SUPPLY COMPANY          |
| 7970             | 01/30/2025 | \$4,551.60          | CONTRACT SERVICES            | 54240    | PDQ ENTERPRISES INC                   |
| 7971             | 01/30/2025 | \$500.00            | SUPPLIES                     | 2594     | THE SAUCE CREATIVE SERVICES CORP      |
| 7972             | 01/30/2025 | \$1,500.00          | EDUCATION REIMBURSEMENT      | 3610     | SARBJEET SINGH                        |
| 7973             | 01/30/2025 | \$996.90            | SUPPLIES                     | 31270    | STARBOARD TACK SUPPLY INC             |
| 7974             | 01/30/2025 | \$57,906.00         | CONTRACT SERVICES            | 4256     | VERDANT LANDSCAPING, INC.             |
| 7975             | 01/30/2025 | \$7,223.93          | SUPPLIES                     | 3088     | WAXIE SANITARY SUPPLY                 |
| 7976             | 01/30/2025 | \$400.00            | CONTRACT SERVICES            | 328      | WRITER ANNE COMMUNICATIONS            |
| <b>ACH TOTAL</b> |            | <b>\$753,731.52</b> |                              |          |                                       |
| 605863           | 01/13/2025 | \$153,385.31        | MACHINERY & EQUIPMENTS       | 3941     | UNLIMITED POWER SOLUTIONS             |
| 605864           | 01/16/2025 | \$14,112.00         | MACHINERY & EQUIPMENTS       | 3784     | CPACINC.COM                           |
| 605865           | 01/16/2025 | \$40.00             | CARPPOOL INCENTIVE           | 4159     | ROBERT FIERRO                         |
| 605866           | 01/16/2025 | \$30.00             | CARPPOOL INCENTIVE           | 60300    | NICOLE MOOSHAGIAN                     |
| 605867           | 01/16/2025 | \$30.00             | CARPPOOL INCENTIVE           | 60300    | NICOLE MOOSHAGIAN                     |
| 605868           | 01/16/2025 | \$30.00             | CARPPOOL INCENTIVE           | 60300    | NICOLE MOOSHAGIAN                     |
| 605869           | 01/16/2025 | \$40.00             | CARPPOOL INCENTIVE           | 60300    | NICOLE MOOSHAGIAN                     |
| 605870           | 01/16/2025 | \$1,437,328.86      | CONTRACT SERVICES            | 23460    | MOTOROLA SOLUTIONS INC                |
| 605871           | 01/16/2025 | \$1,100.00          | EDUCATION REIMBURSEMENT      | 4480     | MATTHEW ORTEGA                        |
| 605872           | 01/16/2025 | \$2,076.32          | SUPPLIES                     | 4804     | 10K SUPPLY LLC                        |
| 605873           | 01/16/2025 | \$16,596.50         | CONTRACT SERVICES            | 3983     | A-N-W CONSTRUCTION INC                |
| 605874           | 01/16/2025 | \$76,856.01         | CONTRACT SERVICES            | 4776     | ADMINSURE INC                         |
| 605875           | 01/16/2025 | \$4,166.66          | CONTRACT SERVICES            | 3557     | ADVOCATE INC                          |
| 605876           | 01/16/2025 | \$2,308.84          | UTILITY SERVICES             | 39550    | AT&T                                  |
| 605877           | 01/16/2025 | \$6,238.61          | UTILITY SERVICES             | 39550    | AT&T                                  |



**City of Montebello**  
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| General Account |            |              |                               |          |                                                             |
| 605878          | 01/16/2025 | \$41.67      | UTILITY SERVICES              | 39550    | AT&T                                                        |
| 605879          | 01/16/2025 | \$447.30     | CONTRACT SERVICES             | 16710    | ATKINSON ANDELSON LOYA RUUD & ROMO                          |
| 605880          | 01/16/2025 | \$3,390.20   | VEHICLE MAINTENANCE/EXPENSES  | 278      | ATLAS RADIATOR INC                                          |
| 605881          | 01/16/2025 | \$400.00     | CONTRACT SERVICES             | 2769     | KATALINA BELTRAN                                            |
| 605882          | 01/16/2025 | \$4,673.24   | CONTRACT SERVICES             | 4854     | BIOCONNECT INC                                              |
| 605883          | 01/16/2025 | \$398.00     | TRAINING                      | 1285     | LIFELINE TRAINING                                           |
| 605884          | 01/16/2025 | \$675.00     | PERMITS AND FEES              | 28120    | STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS |
| 605885          | 01/16/2025 | \$4,845.00   | SALES TAX LIABILITY           | 2307     | CALIF DEPT OF TAX AND FEE ADMINISTRATION                    |
| 605886          | 01/16/2025 | \$10,248.62  | UTILITY SERVICES              | 47580    | CALIFORNIA WATER SERVICE COMPANY                            |
| 605887          | 01/16/2025 | \$2,711.04   | MACHINERY & EQUIPMENTS        | 4359     | CARSON TRAILER NC                                           |
| 605888          | 01/16/2025 | \$7,133.19   | UTILITY SERVICES              | 55830    | CHARTER COMMUNICATIONS                                      |
| 605889          | 01/16/2025 | \$3,211.09   | VEHICLE MAINTENANCE/EXPENSES  | 45170    | MONTEBELLO AUTO GROUP LLC                                   |
| 605890          | 01/16/2025 | \$611.00     | GENERAL GOVERNMENT            | 4866     | CHING HAMILTON                                              |
| 605891          | 01/16/2025 | \$461.65     | CONTRACT SERVICES             | 36870    | CINTAS CORPORATION NO 3                                     |
| 605892          | 01/16/2025 | \$25.13      | UTILITY SERVICES              | 36610    | CITY OF PICO RIVERA                                         |
| 605893          | 01/16/2025 | \$13,213.51  | CONTRACT SERVICES             | 52710    | CLEAN ENERGY FUELS                                          |
| 605894          | 01/16/2025 | \$4,339.73   | CONTRACT SERVICES             | 4468     | COLLICUTT ENERGY SERVICES INC                               |
| 605895          | 01/16/2025 | \$688.00     | MACHINERY & EQUIPMENTS        | 4174     | COSTAR REALTY INFORMATION INC                               |
| 605896          | 01/16/2025 | \$9,713.03   | VEHICLE MAINTENANCE/EXPENSES  | 950      | CUMMINS INC                                                 |
| 605897          | 01/16/2025 | \$1,116.14   | ADVERTISING/PRINTING SERVICES | 1354     | DAILY JOURNAL CORPORATION                                   |
| 605898          | 01/16/2025 | \$1,600.00   | CONTRACT SERVICES             | 4420     | DF POLYGRAPH                                                |
| 605899          | 01/16/2025 | \$1,571.50   | SUPPLIES                      | 1252     | EVIDENT INC                                                 |
| 605900          | 01/16/2025 | \$30.75      | MAIL/ POSTAL EXPENSE          | 22400    | FEDERAL EXPRESS CORPORATION                                 |
| 605901          | 01/16/2025 | \$395.40     | VEHICLE MAINTENANCE/EXPENSES  | 29160    | FORD OF MONTEBELLO                                          |
| 605902          | 01/16/2025 | \$12,433.59  | CONTRACT SERVICES             | 2827     | FOUR STAR INVESTIGATIONS LLC                                |
| 605903          | 01/16/2025 | \$3,043.28   | VEHICLE MAINTENANCE/EXPENSES  | 33720    | GILLIG LLC                                                  |
| 605904          | 01/16/2025 | \$45.07      | MAIL/ POSTAL EXPENSE          | 3167     | GLS US                                                      |
| 605905          | 01/16/2025 | \$1,979.79   | VEHICLE MAINTENANCE/EXPENSES  | 27480    | R & M HANSEN ENT INC                                        |
| 605906          | 01/16/2025 | \$4,387.94   | CONTRACT SERVICES             | 993      | IVA SOLUTIONS INC                                           |
| 605907          | 01/16/2025 | \$3,200.00   | CONTRACT SERVICES             | 3480     | JEFFREY ALAN TRAVIS DBA TRAVIS INVESTIGATIONS               |
| 605908          | 01/16/2025 | \$31,721.93  | CONTRACT SERVICES             | 3716     | KOA CORPORATION                                             |
| 605909          | 01/16/2025 | \$541,000.00 | SETTLEMENTS                   | 4840     | LEILA AL FAIZ AT LAW                                        |
| 605910          | 01/16/2025 | \$1,638.21   | MAIL/ POSTAL EXPENSE          | 58760    | COUNTY OF LOS ANGELES                                       |
| 605911          | 01/16/2025 | \$15,712.50  | DUE TO LA COUNTY              | 692      | LOS ANGELES COUNTY SUPERIOR COURT                           |
| 605912          | 01/16/2025 | \$29,546.42  | AFLAC OTHER                   | 4336     | METROPOLITAN LIFE INSURANCE COMPANY                         |
| 605913          | 01/16/2025 | \$2,038.52   | SUPPLIES                      | 4121     | MILSPEC INDUSTRIES                                          |



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| General Account |            |              |                               |          |                                            |
| 605914          | 01/16/2025 | \$561.33     | VEHICLE MAINTENANCE/EXPENSES  | 1461     | MODEL 1 COMMERCIAL VEHICLES INC            |
| 605915          | 01/16/2025 | \$1,401.06   | VEHICLE MAINTENANCE/EXPENSES  | 7110     | MOHAWK MFG & SUPPLY CO                     |
| 605916          | 01/16/2025 | \$8,991.34   | CONTRACT SERVICES             | 1073     | MONJARAS & WISMAYER GROUP INC              |
| 605917          | 01/16/2025 | \$250.00     | GENERAL GOVERNMENT            | 4867     | JUAN MUNOZ                                 |
| 605918          | 01/16/2025 | \$2,336.44   | SUPPLIES                      | 2480     | SOCAL AUTO & TRUCK PARTS INC               |
| 605919          | 01/16/2025 | \$375.00     | CONTRACT SERVICES             | 26370    | NAVARROS TOWING SERVICE                    |
| 605920          | 01/16/2025 | \$219.37     | SUPPLIES                      | 15620    | OFFICE DEPOT INC                           |
| 605921          | 01/16/2025 | \$600.00     | CONTRACT SERVICES             | 3896     | ROBERT J ORTIZ                             |
| 605922          | 01/16/2025 | \$929.68     | UNIFORM EXPENSE               | 56260    | PRUDENTIAL OVERALL SUPPLY                  |
| 605923          | 01/16/2025 | \$220.00     | CONTRACT SERVICES             | 952      | RELIANT IMMEDIATE CARE MEDICAL GROUP INC   |
| 605924          | 01/16/2025 | \$300.00     | CONTRACT SERVICES             | 1681     | JAIME RODRIGUEZ                            |
| 605925          | 01/16/2025 | \$4,432.35   | VEHICLE MAINTENANCE/EXPENSES  | 3095     | RUSH TRUCK CENTERS OF CALIFORNIA INC       |
| 605926          | 01/16/2025 | \$1,385.00   | CONTRACT SERVICES             | 4173     | SHIELD PEST MANAGEMENT LLC                 |
| 605927          | 01/16/2025 | \$6,917.01   | UTILITY SERVICES              | 51430    | SOUTH MONTEBELLO IRRIGATION DISTRICT       |
| 605928          | 01/16/2025 | \$106,355.39 | UTILITY SERVICES              | 45630    | SOUTHERN CALIFORNIA EDISON                 |
| 605929          | 01/16/2025 | \$354.00     | CONTRACTORS                   | 1367     | SUNRUN INSTALLATION SERVICES INC           |
| 605930          | 01/16/2025 | \$1,623.00   | CONTRACT SERVICES             | 9270     | TANK SPECIALIST OF CALIFORNIA              |
| 605931          | 01/16/2025 | \$5,358.15   | SUPPLIES                      | 2573     | TELEFLEX LLC                               |
| 605932          | 01/16/2025 | \$646.55     | MACHINERY & EQUIPMENTS        | 13580    | TENNANT SALES AND SERVICE CO               |
| 605933          | 01/16/2025 | \$11,968.64  | VEHICLE MAINTENANCE/EXPENSES  | 60710    | THE AFTERMARKET PARTS COMPANY LLC          |
| 605934          | 01/16/2025 | \$7,030.00   | CONTRACT SERVICES             | 17870    | THE BANK OF NEW YORK MELLON                |
| 605935          | 01/16/2025 | \$3,300.00   | CONTRACT SERVICES             | 71210    | STAR-DUST TOURS INC                        |
| 605936          | 01/16/2025 | \$384.11     | SUPPLIES                      | 3110     | TOMAS ALVARADO                             |
| 605937          | 01/16/2025 | \$3,804.00   | CONTRACT SERVICES             | 4356     | TRUVIEW BSI, LLC                           |
| 605938          | 01/16/2025 | \$1,038.79   | SUPPLIES                      | 45120    | ULINE INC                                  |
| 605939          | 01/16/2025 | \$62,921.10  | CONTRACT SERVICES             | 3406     | UNIVERSAL PROTECTION SERVICES LP           |
| 605940          | 01/16/2025 | \$2,298.57   | UTILITY SERVICES              | 72570    | US TELEPACIFIC CORP                        |
| 605941          | 01/16/2025 | \$3,301.99   | VEHICLE MAINTENANCE/EXPENSES  | 3450     | VALLEY POWER SYSTEMS INC                   |
| 605942          | 01/16/2025 | \$1,153.79   | CONTRACT SERVICES             | 19070    | WALTERS WHOLESALE ELECTRIC CO              |
| 605943          | 01/16/2025 | \$1,173.04   | VEHICLE MAINTENANCE/EXPENSES  | 25860    | WAYNE HARMEIER INC                         |
| 605944          | 01/16/2025 | \$202.00     | CONTRACT SERVICES             | 3006     | ASBURY ENVIRONMENTAL SERVICES              |
| 605945          | 01/16/2025 | \$12,120.17  | ADVERTISING/PRINTING SERVICES | 61850    | X-IGENT PRINTING INC                       |
| 605946          | 01/16/2025 | \$1,982.00   | PERMITS AND FEES              | 4874     | SESAC PERFORMING RIGHTS LLC                |
| 605947          | 01/23/2025 | \$250.00     | GENERAL GOVERNMENT            | 4849     | VIA CORONA CONGREGATION OF JEHOVAH WITNESS |
| 605948          | 01/23/2025 | \$690.08     | SUPPLIES                      | 4804     | 10K SUPPLY LLC                             |
| 605949          | 01/23/2025 | \$7,665.92   | CONTRACT SERVICES             | 4773     | A&D SIGNS CORP                             |



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| General Account |            |              |                                  |          |                                                             |
| 605950          | 01/23/2025 | \$4,290.00   | CONTRACT SERVICES                | 4310     | AIMTD LLC                                                   |
| 605951          | 01/23/2025 | \$600.00     | CONTRACT SERVICES                | 4409     | AKEBIA INVESTMENTS LLC                                      |
| 605952          | 01/23/2025 | \$1,595.00   | CONTRACT SERVICES                | 4409     | AKEBIA INVESTMENTS LLC                                      |
| 605953          | 01/23/2025 | \$795.00     | CONTRACT SERVICES                | 4409     | AKEBIA INVESTMENTS LLC                                      |
| 605954          | 01/23/2025 | \$594.00     | CONTRACT SERVICES                | 1287     | ALTA LANGUAGE SERVICES INC                                  |
| 605955          | 01/23/2025 | \$397.66     | UTILITY SERVICES                 | 39550    | AT&T                                                        |
| 605956          | 01/23/2025 | \$59.03      | UTILITY SERVICES                 | 1732     | AT&T CORP                                                   |
| 605957          | 01/23/2025 | \$200.00     | TRAVEL & MEETINGS                | 4875     | MONICA BROWN                                                |
| 605958          | 01/23/2025 | \$675.00     | PERMITS AND FEES                 | 28120    | STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS |
| 605959          | 01/23/2025 | \$984.11     | UTILITY SERVICES                 | 47580    | CALIFORNIA WATER SERVICE COMPANY                            |
| 605960          | 01/23/2025 | \$17,647.47  | MACHINERY & EQUIPMENTS           | 913      | CARASOFT TECHNOLOGY CORPORATION                             |
| 605961          | 01/23/2025 | \$589.00     | CONTRACT SERVICES                | 40850    | MARIA E CASAS                                               |
| 605962          | 01/23/2025 | \$400.00     | CONTRACT SERVICES                | 4481     | CENTURY CITYVIEW LP                                         |
| 605963          | 01/23/2025 | \$2,200.00   | CONTRACT SERVICES                | 3644     | GRACE CHANG                                                 |
| 605964          | 01/23/2025 | \$945.00     | CONTRACT SERVICES                | 3644     | GRACE CHANG                                                 |
| 605965          | 01/23/2025 | \$1,800.00   | CONTRACT SERVICES                | 3644     | GRACE CHANG                                                 |
| 605966          | 01/23/2025 | \$125.23     | UTILITY SERVICES                 | 55830    | CHARTER COMMUNICATIONS                                      |
| 605967          | 01/23/2025 | \$460.36     | CONTRACT SERVICES                | 36870    | CINTAS CORPORATION NO 3                                     |
| 605968          | 01/23/2025 | \$5,361.57   | CONTRACT SERVICES                | 52710    | CLEAN ENERGY FUELS                                          |
| 605969          | 01/23/2025 | \$2,106.28   | CONTRACT SERVICES                | 3204     | COASTAL OCCUPATIONAL MEDICAL GROUP                          |
| 605970          | 01/23/2025 | \$1,963.35   | CONTRACT SERVICES                | 4468     | COLLICUTT ENERGY SERVICES INC                               |
| 605971          | 01/23/2025 | \$1,981.84   | MACHINERY & EQUIPMENTS           | 4785     | COMPUTER & PERIPHERALS GROUP, INC                           |
| 605972          | 01/23/2025 | \$1,380.00   | CONTRACT SERVICES                | 4806     | CSCDA COMMUNITY IMPROVEMENT AUTHORITY                       |
| 605973          | 01/23/2025 | \$1,060.29   | VEHICLE MAINTENANCE/EXPENSES     | 950      | CUMMINS INC                                                 |
| 605974          | 01/23/2025 | \$9,999.79   | UNIFORM EXPENSE                  | 4717     | D'ALESIO INC                                                |
| 605975          | 01/23/2025 | \$3,064.69   | VEHICLE MAINTENANCE/EXPENSES     | 990      | DANIELS TIRE SERVICE                                        |
| 605976          | 01/23/2025 | \$53,140.50  | CONTRACT SERVICES                | 1855     | DARKTRACE LIMITED                                           |
| 605977          | 01/23/2025 | \$114.97     | UTILITY SERVICES                 | 4829     | DISH NETWORK LLC                                            |
| 605978          | 01/23/2025 | \$1,000.00   | CONTRACT SERVICES                | 4509     | ELATA INVESTMENTS LLC                                       |
| 605979          | 01/23/2025 | \$124,886.80 | IMPROVEMENTS OTHER THAN BUILDING | 4822     | ESTATE DESIGN AND CONSTRUCTION INC                          |
| 605980          | 01/23/2025 | \$1,136.05   | SUPPLIES                         | 7610     | EWING IRRIGATION PRODUCTS                                   |
| 605981          | 01/23/2025 | \$240.00     | CARPPOOL INCENTIVE               | 4159     | ROBERT FIERRO                                               |
| 605982          | 01/23/2025 | \$285.68     | SUPPLIES                         | 3240     | FOUNDATION BUILDING MATERIALS                               |
| 605983          | 01/23/2025 | \$1,050.00   | CONTRACT SERVICES                | 4834     | FPR LOZA LLC                                                |
| 605984          | 01/23/2025 | \$2,700.16   | VEHICLE MAINTENANCE/EXPENSES     | 33720    | GILLIG LLC                                                  |
| 605985          | 01/23/2025 | \$144.00     | ADVERTISING/PRINTING SERVICES    | 3167     | GLS US                                                      |



**City of Montebello**  
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| WARRANT #       | DATE       | AMOUNT      | ACCOUNT DESCRIPTION          | VENDOR # | VENDOR NAME                                     |
|-----------------|------------|-------------|------------------------------|----------|-------------------------------------------------|
| General Account |            |             |                              |          |                                                 |
| 605986          | 01/23/2025 | \$547.65    | CONTRACT SERVICES            | 33460    | GOODYEAR TIRE & RUBBER COMPANY                  |
| 605987          | 01/23/2025 | \$1,040.48  | SUPPLIES                     | 2059     | HASA INC                                        |
| 605988          | 01/23/2025 | \$2,097.50  | CONTRACT SERVICES            | 4550     | HOWROYD-WRIGHT EMPLOYMENT AGENCY INC            |
| 605989          | 01/23/2025 | \$331.79    | VEHICLE MAINTENANCE/EXPENSES | 582      | HYDRAULIC ELECTRIC INC                          |
| 605990          | 01/23/2025 | \$9,562.89  | VEHICLE MAINTENANCE/EXPENSES | 4100     | I & R AUTO BODY & PAINT                         |
| 605991          | 01/23/2025 | \$17,280.00 | CONTRACT SERVICES            | 4525     | INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY      |
| 605992          | 01/23/2025 | \$1,774.00  | CONTRACT SERVICES            | 3235     | ION SECURITY SYSTEMS                            |
| 605993          | 01/23/2025 | \$2,008.00  | CONTRACT SERVICES            | 3716     | KOA CORPORATION                                 |
| 605994          | 01/23/2025 | \$96.00     | UTILITY SERVICES             | 1627     | MARCOM COMMUNICATIONS SYSTEMS                   |
| 605995          | 01/23/2025 | \$14,161.00 | CONTRACT SERVICES            | 1902     | MATRIX CONSULTING GROUP LTD                     |
| 605996          | 01/23/2025 | \$489.54    | TRAVEL & MEETINGS            | 2316     | SALVADOR MELENDEZ                               |
| 605997          | 01/23/2025 | \$432.00    | UNIFORM EXPENSE              | 4877     | DAVE MORGAN                                     |
| 605998          | 01/23/2025 | \$89,588.13 | MACHINERY & EQUIPMENTS       | 23460    | MOTOROLA SOLUTIONS INC                          |
| 605999          | 01/23/2025 | \$57,462.24 | MACHINERY & EQUIPMENTS       | 450      | MUNICIPAL EMERGENCY SERVICES INC.               |
| 606000          | 01/23/2025 | \$888.31    | VEHICLE MAINTENANCE/EXPENSES | 2480     | SOCAL AUTO & TRUCK PARTS INC                    |
| 606001          | 01/23/2025 | \$5,727.85  | SUPPLIES                     | 1474     | NATIONAL TRENCH SAFETY INC                      |
| 606002          | 01/23/2025 | \$325.00    | CONTRACT SERVICES            | 26370    | NAVARROS TOWING SERVICE                         |
| 606003          | 01/23/2025 | \$17,060.00 | CONTRACT SERVICES            | 2673     | NTH GENERATION COMPUTING INC                    |
| 606004          | 01/23/2025 | \$519.00    | CONTRACT SERVICES            | 41180    | MANUEL NUNEZ                                    |
| 606005          | 01/23/2025 | \$3,603.16  | SUPPLIES                     | 4495     | ORANGE INDUSTRIAL HARDWARE                      |
| 606006          | 01/23/2025 | \$1,360.00  | CONTRACT SERVICES            | 1597     | PACIFIC COAST ELEVATOR CORP                     |
| 606007          | 01/23/2025 | \$1,570.62  | UNIFORM EXPENSE              | 161      | PREMIERE CUSTOM SILKSCREENING                   |
| 606008          | 01/23/2025 | \$4,650.00  | CONTRACT SERVICES            | 4297     | PRO LINE GYM FLOORS                             |
| 606009          | 01/23/2025 | \$1,091.79  | UNIFORM EXPENSE              | 56260    | PRUDENTIAL OVERALL SUPPLY                       |
| 606010          | 01/23/2025 | \$924.00    | CONTRACT SERVICES            | 42750    | PSYCHOLOGICAL CONSULTING ASSOCIATES INC         |
| 606011          | 01/23/2025 | \$549.00    | TRAINING                     | 4334     | PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION       |
| 606012          | 01/23/2025 | \$48,985.00 | INSURANCE                    | 10730    | PUBLIC RISK INNOVATION SOLUTIONS AND MANAGEMENT |
| 606013          | 01/23/2025 | \$207.21    | VEHICLE MAINTENANCE/EXPENSES | 3095     | RUSH TRUCK CENTERS OF CALIFORNIA INC            |
| 606014          | 01/23/2025 | \$4,147.48  | UTILITY SERVICES             | 14730    | SAN GABRIEL VALLEY WATER CO                     |
| 606015          | 01/23/2025 | \$2,431.20  | CONTRACT SERVICES            | 673      | SERVIAM BY WRIGHT LLP                           |
| 606016          | 01/23/2025 | \$611.09    | VEHICLE MAINTENANCE/EXPENSES | 716      | SOUTH BAY FORD INC                              |
| 606017          | 01/23/2025 | \$30,153.93 | UTILITY SERVICES             | 45630    | SOUTHERN CALIFORNIA EDISON                      |
| 606018          | 01/23/2025 | \$12,050.94 | UTILITY SERVICES             | 40520    | SOUTHERN CALIFORNIA GAS CO                      |
| 606019          | 01/23/2025 | \$570.00    | DUES & SUBSCRIPTIONS         | 4160     | SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED      |
| 606020          | 01/23/2025 | \$1,600.00  | DUES & SUBSCRIPTIONS         | 29600    | SOCAL PUBLIC LABOR RELATIONS COUNCIL            |
| 606021          | 01/23/2025 | \$4,027.50  | SUPPLIES                     | 3007     | SOUTHERN CALIFORNIA TROPHY COMPANY              |



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|-----------------|------------|--------------|--------------------------------|----------|-------------------------------------------------------------|
| General Account |            |              |                                |          |                                                             |
| 606022          | 01/23/2025 | \$574.20     | SUPPLIES                       | 4836     | SUPERCO SPECIALTY PROJECTS                                  |
| 606023          | 01/23/2025 | \$909.00     | CONTRACT SERVICES              | 3762     | SUPERIOR PROTECTION SERVICES CA INC                         |
| 606024          | 01/23/2025 | \$3,665.81   | SUPPLIES                       | 2573     | TELEFLEX LLC                                                |
| 606025          | 01/23/2025 | \$1,766.15   | VEHICLE MAINTENANCE/EXPENSES   | 60710    | THE AFTERMARKET PARTS COMPANY LLC                           |
| 606026          | 01/23/2025 | \$2,312.50   | CONTRACT SERVICES              | 71210    | STAR-DUST TOURS INC                                         |
| 606027          | 01/23/2025 | \$2,080.00   | CONTRACT SERVICES              | 3206     | THE COUNSELING TEAM INTERNATIONAL                           |
| 606028          | 01/23/2025 | \$2,000.00   | CONTRACT SERVICES              | 3219     | THE LUCKY LINCOLN LLC                                       |
| 606029          | 01/23/2025 | \$40.00      | CARPPOOL INCENTIVE             | 4781     | TAM TIEU                                                    |
| 606030          | 01/23/2025 | \$7,056.00   | CONTRACT SERVICES              | 1639     | TRANSTECH ENGINEERS INC                                     |
| 606031          | 01/23/2025 | \$157.70     | UNIFORM EXPENSE                | 64140    | TURNOUT MAINTENANCE COMPANY LLC                             |
| 606032          | 01/23/2025 | \$524.58     | SUPPLIES                       | 45120    | ULINE INC                                                   |
| 606033          | 01/23/2025 | \$3,061.19   | UTILITY SERVICES               | 72570    | US TELEPACIFIC CORP                                         |
| 606034          | 01/23/2025 | \$512.57     | CONTRACT SERVICES              | 4003     | VEOLIA WTS SERVICES USA, INC.                               |
| 606035          | 01/23/2025 | \$92.61      | SUPPLIES                       | 33390    | WHITTIER FERTILIZER COMPANY                                 |
| 606036          | 01/23/2025 | \$2,800.00   | CONTRACT SERVICES              | 2857     | WOLVERINE FENCE COMPANY INC                                 |
| 606037          | 01/23/2025 | \$250.00     | GENERAL GOVERNMENT             | 4876     | FRANCISCO ZAMORA                                            |
| 606038          | 01/30/2025 | \$494.53     | SUPPLIES                       | 4804     | 10K SUPPLY LLC                                              |
| 606039          | 01/30/2025 | \$130,972.31 | VEHICLE MAINTENANCE/EXPENSES   | 3333     | A & A FLEET PAINTING INC                                    |
| 606040          | 01/30/2025 | \$1,059.81   | CONTRACTORS                    | 4882     | ALL STAR BUILDERS INC                                       |
| 606041          | 01/30/2025 | \$3,663.00   | CONTRACT SERVICES              | 1287     | ALTA LANGUAGE SERVICES INC                                  |
| 606042          | 01/30/2025 | \$450.00     | CONTRACT SERVICES              | 2853     | ALTERNATIVE FUEL SOLUTIONS                                  |
| 606043          | 01/30/2025 | \$1,797.00   | TRAINING                       | 3119     | AMERICAN BIKE PATROL SERVICES INC                           |
| 606044          | 01/30/2025 | \$2,253.05   | UTILITY SERVICES               | 38380    | AT&T                                                        |
| 606045          | 01/30/2025 | \$7,575.50   | UTILITY SERVICES               | 39550    | AT&T                                                        |
| 606046          | 01/30/2025 | \$71.04      | UTILITY SERVICES               | 39550    | AT&T                                                        |
| 606047          | 01/30/2025 | \$525.00     | VEHICLE MAINTENANCE/EXPENSES   | 278      | ATLAS RADIATOR INC                                          |
| 606048          | 01/30/2025 | \$648.23     | VEHICLE MAINTENANCE/EXPENSES   | 74990    | AUTOZONE INC                                                |
| 606049          | 01/30/2025 | \$2,210.07   | FURNITURE & FIXTURES PURCHASES | 2676     | BKM OFFICE FURNITURE                                        |
| 606050          | 01/30/2025 | \$229,360.44 | INSURANCE                      | 28120    | STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS |
| 606051          | 01/30/2025 | \$2,708.00   | PERMITS AND FEES               | 2307     | CALIF DEPT OF TAX AND FEE ADMINISTRATION                    |
| 606052          | 01/30/2025 | \$50,548.94  | CONTRACT SERVICES              | 1571     | COPP CONTRACTING INC                                        |
| 606053          | 01/30/2025 | \$688.00     | MACHINERY & EQUIPMENTS         | 4174     | COSTAR REALTY INFORMATION INC                               |
| 606054          | 01/30/2025 | \$699.86     | VEHICLE MAINTENANCE/EXPENSES   | 950      | CUMMINS INC                                                 |
| 606055          | 01/30/2025 | \$782.00     | TRAINING                       | 3392     | EL CAMINO COLLEGE                                           |
| 606056          | 01/30/2025 | \$909.81     | SUPPLIES                       | 7610     | EWING IRRIGATION PRODUCTS                                   |
| 606057          | 01/30/2025 | \$1,863.24   | VEHICLE MAINTENANCE/EXPENSES   | 29160    | FORD OF MONTEBELLO                                          |



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| General Account |            |              |                              |          |                                                       |
| 606058          | 01/30/2025 | \$435.98     | VEHICLE MAINTENANCE/EXPENSES | 33720    | GILLIG LLC                                            |
| 606059          | 01/30/2025 | \$275,521.00 | CONTRACT SERVICES            | 13750    | CITY OF GLENDALE                                      |
| 606060          | 01/30/2025 | \$102.22     | VEHICLE MAINTENANCE/EXPENSES | 75590    | ALHAMBRA MOTOR                                        |
| 606061          | 01/30/2025 | \$11,225.55  | VEHICLE MAINTENANCE/EXPENSES | 4100     | I & R AUTO BODY & PAINT                               |
| 606062          | 01/30/2025 | \$62,218.00  | CONTRACT SERVICES            | 4845     | INFRASTRUCTURE ARCHITECTS, INC                        |
| 606063          | 01/30/2025 | \$31,986.40  | CONTRACT SERVICES            | 3716     | KOA CORPORATION                                       |
| 606064          | 01/30/2025 | \$1,535.61   | CONTRACT SERVICES            | 1244     | LOS ANGELES COUNTY AGRICULTURAL                       |
| 606065          | 01/30/2025 | \$4,622.26   | CONTRACT SERVICES            | 4810     | LA COUNTY DEPARTMENT OF PUBLIC WORKS                  |
| 606066          | 01/30/2025 | \$13,352.50  | DUE TO LA COUNTY             | 692      | LOS ANGELES COUNTY SUPERIOR COURT                     |
| 606067          | 01/30/2025 | \$4,050.00   | CONTRACT SERVICES            | 2205     | MGT OF AMERICA                                        |
| 606068          | 01/30/2025 | \$1,331.50   | SUPPLIES                     | 2072     | MICROMED DIAMOND SEAL SYSTEMS LLC                     |
| 606069          | 01/30/2025 | \$6,088.66   | VEHICLE MAINTENANCE/EXPENSES | 2480     | SOCAL AUTO & TRUCK PARTS INC                          |
| 606070          | 01/30/2025 | \$656.05     | SUPPLIES                     | 1474     | NATIONAL TRENCH SAFETY INC                            |
| 606071          | 01/30/2025 | \$365.06     | SUPPLIES                     | 15620    | OFFICE DEPOT INC                                      |
| 606072          | 01/30/2025 | \$135.00     | TRAINING                     | 3890     | ORANGE COUNTY SHERIFFS DEPARTMENT                     |
| 606073          | 01/30/2025 | \$600.00     | CONTRACT SERVICES            | 3896     | ROBERT J ORTIZ                                        |
| 606074          | 01/30/2025 | \$10,375.97  | LEASE PAYMENT                | 2357     | PNC BANK NATIONAL ASSOCIATION                         |
| 606075          | 01/30/2025 | \$439.84     | UNIFORM EXPENSE              | 56260    | PRUDENTIAL OVERALL SUPPLY                             |
| 606076          | 01/30/2025 | \$427.33     | SUPPLIES                     | 503      | QUADIENT INC                                          |
| 606077          | 01/30/2025 | \$1,023.65   | MAIL/ POSTAL EXPENSE         | 697      | QUADIENT FINANCE USA INC                              |
| 606078          | 01/30/2025 | \$590.81     | CONTRACTORS                  | 4881     | RELIABLE ROOFING                                      |
| 606079          | 01/30/2025 | \$1,876.86   | CONTRACT SERVICES            | 952      | RELIANT IMMEDIATE CARE MEDICAL GROUP INC              |
| 606080          | 01/30/2025 | \$1,082.08   | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT           |
| 606081          | 01/30/2025 | \$174.26     | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT           |
| 606082          | 01/30/2025 | \$207.46     | PERMITS AND FEES             | 28240    | SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT           |
| 606083          | 01/30/2025 | \$4,531.31   | UTILITY SERVICES             | 45630    | SOUTHERN CALIFORNIA EDISON                            |
| 606084          | 01/30/2025 | \$3,108.47   | UTILITY SERVICES             | 40520    | SOUTHERN CALIFORNIA GAS CO                            |
| 606085          | 01/30/2025 | \$650.00     | DUES & SUBSCRIPTIONS         | 4160     | SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED            |
| 606086          | 01/30/2025 | \$1,730.47   | MACHINERY & EQUIPMENTS       | 4053     | STEAMX, LLC                                           |
| 606087          | 01/30/2025 | \$431.74     | SUPPLIES                     | 3394     | T & G GLOBAL LLC                                      |
| 606088          | 01/30/2025 | \$14,678.99  | UTILITY SERVICES             | 526      | T-MOBILE USA INC                                      |
| 606089          | 01/30/2025 | \$2,050.00   | CONTRACT SERVICES            | 3219     | THE LUCKY LINCOLN LLC                                 |
| 606090          | 01/30/2025 | \$1,708.70   | SUPPLIES                     | 3110     | TOMAS ALVARADO                                        |
| 606091          | 01/30/2025 | \$25,122.00  | CONTRACT SERVICES            | 1639     | TRANSTECH ENGINEERS INC                               |
| 606092          | 01/30/2025 | \$20,688.91  | CONTRACT SERVICES            | 3406     | UNIVERSAL PROTECTION SERVICES LP                      |
| 606093          | 01/30/2025 | \$19,927.40  | CONTRACT SERVICES            | 3406     | UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL |





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| General Account  |                    |                       |                              |          |                           |
| 606094           | 01/30/2025         | \$7,217.44            | COPIER REPAIR/SERVICES       | 2747     | US BANK EQUIPMENT FINANCE |
| 606095           | 01/30/2025         | \$7,287.16            | UTILITY SERVICES             | 23610    | VERIZON WIRELESS          |
| 606096           | 01/30/2025         | \$3,577.61            | VEHICLE MAINTENANCE/EXPENSES | 25860    | WAYNE HARMEIER INC        |
| 606097           | 01/30/2025         | \$9,208.50            | CONTRACT SERVICES            | 40860    | WEST COAST ARBORISTS INC  |
|                  | <b>CHECK TOTAL</b> | <b>\$4,302,888.44</b> |                              |          |                           |
| Successor Agency |                    |                       |                              |          |                           |
| 1529             | 01/23/2025         | \$2,255.00            | CONTRACT SERVICES            | 15180    | SCS FIELD SERVICES        |
|                  | <b>CHECK TOTAL</b> | <b>\$2,255.00</b>     |                              |          |                           |
|                  | <b>GRAND TOTAL</b> | <b>\$5,058,874.96</b> |                              |          |                           |



## 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 - February

### February 26th - Regular City Council Meeting

| Item # | Description                                                                               | Session      | Department     | Presenter               |
|--------|-------------------------------------------------------------------------------------------|--------------|----------------|-------------------------|
|        | Presentation on Environment and Sustainability                                            | Presentation | Public Affairs | Dr. Ellingson           |
|        | Purchase two electric vans and three hybrid heavy-duty trucks (EECBG & AQMD Supplemental) | Consent      | Public Works   | Cesar Roldan            |
|        | Approve Amendment No. 3 to Agr No. 3226 with Reflex Traffic Systems, Inc.                 | Consent      | Police         | Assistant Chief Cabrera |
|        | Amending the Master Fee Schedule (Removal of Fire Response Fee)                           | Consent      | Fire           | Chief Pelaez/ Angelica  |
|        | Minutes                                                                                   | Consent.     | Admin          | Kimberly G.             |
|        | Reso No. ____ Warrant Register                                                            | Consent.     | Finance        | Michael S.              |