



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MARCH 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
Danielle Romero, 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. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter to review on appeal from a decision of the Civil Service Commission
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

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **CITIZEN OF THE MONTH - RICHARD FARBER**
4. **PROCLAMATION FOR NATIONAL DEVELOPMENT DISABILITIES MONTH**
5. **PROCLAMATION FOR WOMEN'S HISTORY MONTH**
6. **PROCLAMATION FOR NATIONAL NUTRITION MONTH**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

7. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2481 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 3.20 "PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES"

RECOMMENDATION: It is recommended that the City Council:

1. Conduct the First Reading of and introduce Ordinance No. 2481 Amending Municipal Code Chapter 3.20 "Purchasing System," and Chapter 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code Relating; and,
2. 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.

8. APPROVE INCREASES TO BLANKET PURCHASE ORDERS WITH AMERICAN MOVING PARTS LLC, L.N. CURTIS AND SONS, NEXUS HOLDING LLC AND HARDING AUTO PARTS FOR SUPPLIES AND MAINTENANCE FOR FIRE DEPARTMENT EQUIPMENT AND VEHICLE MAINTENANCE

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase of \$15,000 to the blanket purchase order with American Moving Parts, LLC for the total not-to-exceed amount of \$130,000; and
2. Approve an increase of \$150,000 to the blanket purchase order with L.N. Curtis and Sons for the total not-to-exceed amount of \$522,773; and
3. Approve an increase of \$65,000 to the blanket purchase order with Nexus Holding LLC (DBA Vortex) for the total not-to-exceed amount of \$99,900; and
4. Approve an increase of \$65,000 to the blanket purchase order with IB Auto Parts Inc (DBA Hardy Auto Parts) for the total not-to-exceed amount of \$114,999; and,
5. Take such additional, related action that may be desirable.

9. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3956 WITH INTER-CON SECURITY SYSTEMS, INC. TO CONTINUE PROVIDING PARKING ENFORCEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3956 between the City of Montebello and Inter-Con Security Systems, Inc. for a Two (2) Year Term Extension; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

10. ADOPT RESOLUTION NO. 25-21 AUTHORIZING SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2026 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND

1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 25-21 to authorize the submission of an application for Fiscal Year 2026 to the Metro Bus Operations Subcommittee (BOS) for Federal Transit Administration (FTA) Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds; and
2. Take such additional, related action that may be desirable.

11. APPROVE SUBMISSION OF THE CITY'S FISCAL YEAR 2025-26 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program (Measure W) Annual Expenditure Plan for Fiscal Year 2025-26; and,
2. Take such additional, related action that may be desirable.

12. AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4182 WITH ZENCITY FOR SOCIAL MEDIA MONITORING AND ANALYSIS**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the City Manager to execute Professional Services Agreement No. 4182 with ZenCity in an amount not-to-exceed Forty-Nine Thousand Dollars (\$49,000) annually for three (3) years with two (2) one-year renewal options for social media monitoring and analysis; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

13. APPROVAL OF MINUTES: JANUARY 8, 2025, CITY COUNCIL MEETING; JANUARY 22, 2025, CITY COUNCIL MEETING; JANUARY 22, 2025, CITY COUNCIL AND SUCCESSOR AGENCY MEETING**RECOMMENDATION: It is recommended that the City Council:**

1. Approve said Minutes as is.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-20 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 12, 2025**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 25-20 approving the Warrant Register dated March 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.

- Ric Alonzo, Councilmember
- Danielle Romero, Councilmember
- Georgina Tamayo, Mayor Pro Tem

- **Scarlet Peralta, Councilmember**
- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 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, March 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 # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2481
AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 3.20
"PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR
PROFESSIONAL AND SPECIAL SERVICES"**

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct the First Reading of and introduce Ordinance No. 2481 Amending Municipal Code Chapter 3.20 "Purchasing System," and Chapter 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code Relating; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no direct fiscal impact related to the approval of the suggested municipal code updates. Some of the recommended updates to Chapters 3.20 et al and 3.21 et al may lead to improved procurement efficiencies, which would conceivably reduce administrative costs.

BACKGROUND/DISCUSSION:

The City of Montebello last updated the section of municipal code governing procurement in January, 2023. Prior to this, updates were made in 2019 and 2022. These previous municipal code updates were comprehensive in nature and necessary to create a modernized purchasing and procurement system.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 12, 2025

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The updates proposed in Ordinance No. 2481 (Attachment A) continue the review and update of the City's procurement guidelines. The proposed updates to the municipal code will help ensure internal procurement, contract management, bid, purchasing and project management processes conform to Caltrans requirements and allow the City to continue qualifying and receiving state and federal funding for important infrastructure projects. Furthermore, the updates incorporate recommendations from the State Auditor.

Caltrans administers various state and federal programs and the City of Montebello is the recipient of both competitive and non-competitive grants that fall under the purview of Caltrans oversight. The City must adhere to strict guidelines developed in accordance with policy and procedural requirements as dictated in State law by the California Transportation Commission (CTC) and Caltrans.

When the City chooses a consultant to perform Architectural & Engineering (A&E) services, Construction Management Services or actively solicits construction bids from licensed contractors, the City must ensure that the consultant or contractor is selected in accordance with acceptable federal and state guidelines. The City is required to ensure that consultants and contractors are in good standing. Staff is responsible to perform their due diligence and ensure that consultants and contractors are not debarred and are considered responsive and responsible consultants/contractors before recommending awarding a professional services agreement or contract agreement.

One of the updates to Chapters 3.20 and 3.21 of the City's municipal code includes language that requires confirmation that potential vendors are not disbarred or otherwise ineligible to participate in a federally funded project (3.20.080(D), 3.20.110(C), and 3.20.140(D)(3) and (E)(4). Also, 3.20.140(G) details requirements for procurement when using federal funds. Changes to these sections of the Municipal Code via adoption of this ordinance are a requirement that allows the City to continue receiving federal and state funding for infrastructure projects.

Finance and Public Works staff worked closely with the City Attorney's office to ensure the proposed changes coincide with current Government Code and other governing rules and regulations. The end goal is amended municipal code language that improves efficiency and clarity, while ensuring the proper level of control over all purchasing and procurement processes and practices – including when utilizing federal and state funding for projects.

If approved, the amended chapters will go into effect after City Council approval after the second reading.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 12, 2025

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SUMMARY:

It is recommended that the City Council approve Ordinance No. 2481 Amending Chapters "Purchasing System," and 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code, with the amendments being effective thirty (30) days from City Council approval.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2481 - MMC 3.20 PURCHASING SYSTEM REVISIONS, Final

ORDINANCE NO. 2481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTERS 3.20 PURCHASING SYSTEM AND 3.21 CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES OF THE MONTEBELLO MUNICIPAL CODE

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

WHEREAS, an amendment to Chapter 3.20 *PURCHASING SYSTEM*, and Chapter 3.21 *CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES*, of the Montebello Municipal Code (“MMC”), are necessary to ensure that the MMC aligns with state and federal procurement requirements, to ensure uniformity amongst various bidding procedures, and to establish best practices for procurement; and

WHEREAS, pursuant to sections 54201 et seq. of the California Government Code, policies and procedures that govern the purchase of supplies and equipment must be adopted by an ordinance; and

WHEREAS, the City finds that the proposed amendments to MMC Chapters 3.20 and 3.21 are necessary to ensure a fair, efficient, and transparent procurement process in compliance with the regulations applicable to state and federal funding sources.

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

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; RESERVATION. Chapter 3.20 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~striketrough~~ and additions in double underline):

Chapter 3.20 – PURCHASING SYSTEM

3.20.050 Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

- A. Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply;
- B. Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms;
- C. ~~Reserved.~~ Standardization of Goods and/or Services: When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city. Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems, and fire apparatus. The purchasing officer shall have discretion in determining what goods and/or services fall within this category;
- D. City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;
- E. Less than Two Thousand Dollars: When the amount of the purchase involved is less than two thousand dollars and cumulative citywide purchases from a single vendor/consultant/firm/etc. have not exceeded this amount during the fiscal year (July 1 - June 30);
- F. Cooperative Purchase - 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. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.
- G. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- H. ~~Reserved.~~ Professional Services – Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers,

accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.

- I. Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding;
- J. Compliance: Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.
- K. Maximum Contract Term: Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.
- L. Not to Exceed Amount: All agreements executed shall include a maximum dollar limit, i.e., a "not-to-exceed amount." The maximum dollar limit shall be established by the term of the agreement, when applicable. Any use or application of the bidding procedure exceptions listed herein for the purchase of supplies and equipment for city use shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. This written record shall be kept for at least five years.

3.20.080 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value of fifty thousand dollars or more for contracts which do not constitute a public project as defined by Section 22002 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - 1. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once via the city's website or in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 - 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.

- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been made, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope or via electronic method. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection via the city's website or posted during regular business hours for a period of not less than thirty calendar days after the bid closing.
- D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and re-advertise for bids. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations.
- E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
- F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
- G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- H. No commitment or contract with a definitive term may exceed five years unless determined to be in the public's best interest by the city council.

3.20.110 Bidding procedure prescribed.

Whenever bids are required by law or by this code for the letting of contracts, the doing of work or the furnishing of supplies, equipment or materials, all of the steps, acts and proceedings required by law or by this code shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed:

- A. Notice—Contents. The notice inviting bids shall set a date for the opening of bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the city council meeting at which the city council intends to take action on the bids.
- B. Bids—Opening. All bids shall be returnable to the purchasing officer or to the office of the city clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the city clerk in the presence of the city clerk, purchasing officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened, it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open city council meeting for the same purpose. From and after the time of their opening, the city clerk shall, upon request of any interested party, read or give such further information from the bid as may be requested.
- C. Bids—Compiling. After they have been opened, all bids shall be examined and studied by the city clerk, purchasing officer and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. A report shall then be made by the appropriate department to the city council announcing the results of the investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.
- D. Bids—Report—Awarding.
 - 1. At the meeting of the city council at which the bids are acted upon, the report shall be read publicly and the bid of the lowest bidder shall be publicly announced.

2. After having complied with the foregoing procedure, the city council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.
- E. Officer—Deputies. In the absence of the city clerk or purchasing officer, a duly authorized assistant or deputy may act in his place.

3.20.140 Public works projects (uniform public construction cost accounting act).

- A. Adoption of Uniform Public Construction Cost Accounting Act. The city has elected to be subject to the Uniform Public Construction Cost Accounting Act (hereinafter referred to as the "UPCCA" or the "Act"). City contracts for public projects and maintenance work shall be governed by applicable state laws including the Act, Public Contract Code Section 22000 et seq, and the California Uniform Construction Cost Accounting Commission's (hereinafter, "UPCCA Commission") policies and procedures manual and cost accounting review procedures, as amended from time to time.

The term "public works" shall mean the same as the term "public project," as defined by the Act, which means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting of any publicly owned, leased, or operated facility; and (3) in the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

The term "maintenance work," as defined by the Act, includes: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

Public projects and maintenance work shall be procured through the procedures and at the monetary thresholds set forth in the Act and as further described in this chapter.

- B. Pre-Bid Contractors List for Public Projects and Maintenance Work. The city shall develop and maintain a list of qualified contractors, identified according to categories of work for all projects and any scheduled projects, on an annual basis in accordance with the Act (Public Contract Code Section 22034(a)).
- C. Contracts for Public Projects and Maintenance Work of Sixty Thousand Dollars or Less. Public projects and maintenance work of sixty thousand dollars or less (or the

current amount specified in the Act) may be performed by city employees, by force account, by negotiated contract or by purchase order. Where it is anticipated that a project may be conducted and finished at a cost of sixty thousand dollars (or the amount as specified the Act) or less, the city manager or his/her designee is authorized to approve the project, provided the expenditure is within the approved budget.

D. Contracts for Public Projects and Maintenance Work of Two Hundred Thousand Dollars or Less. Public projects and maintenance work estimated to cost two hundred thousand dollars (or the amount as specified in the Act) or less may be procured through the following informal procedures prescribed by the Act:

1. Notice Inviting Informal Bids. The city manager or his/her designee shall send a notice inviting informal bids not less than ten calendar days before bids are due to: (a) all contractors on the list of qualified contractors developed by the UPCCA Commission; or (b) all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 of the Public Contract Code. The notice inviting informal bids shall describe the project, how to obtain more detailed information about the project, and the time, date and place for the submission of bids. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided however:
 - a. If there is no list of qualified contractors maintained by the city for the particular category of work performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission.
 - b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
2. Distribution of Bid Documents. Bid documents may be transmitted and/or received via mail, facsimile, or email notice inviting informal bids to all construction trade journals specified in Section 22036 of the Public Contract Code.
3. Award of Contracts. The city manager or his/her designee is authorized to award such informal public projects and maintenance work, provided the expenditure is within the approved budget and in a form approved by the city attorney. The city manager or his/her designee may, at his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. The contract shall be awarded to the lowest responsive, responsible bidder. If two or more bids are the same and the lowest, the city manager may accept the one he/she chooses. If no bids are received through the informal procedure, the project

- may be performed by city employees, by force account or negotiated contract without further complying with this section.
4. Informal Bids Between Two Hundred Thousand Dollars and Two Hundred and Twelve Thousand Five Hundred Dollars. If all bids received are in excess of the amount specified in this section, the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred and twelve thousand five hundred dollars or less, to the lowest responsible bidder, if it determines the cost of the estimate of the city was reasonable.
- E. Contracts for Public Projects and Maintenance Work Greater Than Two Hundred Thousand Dollars. Public projects and maintenance work of more than two hundred thousand dollars (or the current amount as specified in the Act) shall be procured through the following formal bidding procedures prescribed by the Act:
1. Notice Inviting Formal Bids. The city manager or his/her designee shall publish a notice inviting formal bids for public projects and maintenance work at least fourteen calendar days before the bid opening date in a newspaper of general circulation in the city. Additionally, the city manager or his/her designee shall send a notice inviting formal bids to all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 at least fifteen calendar days before bids are due. The notice shall describe the project, how to obtain more detailed information about the project, and the time and place for submission of bids.
 2. Bidder's Security. All bids presented in connection with the public project shall be accompanied by bidder's security in the form and amount prescribed by Public Contract Code Section 20170, which security shall be dealt with as prescribed therein. In all cases bidders shall be entitled to return of bid security provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
 3. Bid Opening Procedure. Sealed bids shall be submitted to the department identified in the invitation for bid documents and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.
 4. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder. The city council may, in its sole discretion, waive minor irregularities in the bids or in the bidding procedures. City staff shall confirm, prior to any award, that bidders are in good standing with all

applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. The city council may reject all bids presented, and re-advertise for bids.

5. Tie Bids and No Bids. If two or more bids are the same and the lowest, the city council may accept the one it chooses. If no bids are received through the formal procedure, the project may be performed by city employees, by force account or negotiated contract without complying with this section.
6. Rejecting Bids and Performing Project through City Employees. In its discretion, the city council may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids, all bids are rejected, the city shall reevaluate its cost estimates of the project and either:
 - a. Abandon the project or re-advertise for bids in the manner described by this section; or
 - b. May have the project completed by force account without further complying with this section, if it passes a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the city.
7. Performance Bonds. The department head shall have authority to require a performance bond before entering a contract in such amount as he or she finds reasonably necessary to protect the best interests of the city. If the city manager requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

F. Emergencies.

1. In cases of emergency when repair or replacements are necessary, the city council, pursuant to a four-fifths vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two. The city council's authority under this section may be exercised pursuant to Public Contract Code Section 22035.
2. In case of emergency, if notice for bids to let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contracting Code (commencing with Section 22050).
3. City council delegates to the city manager, the authority to order any direct and immediate action necessary to repair or replace a public facility, procure the

necessary equipment, services and supplies for the purposes of addressing an emergency, without giving notice for bids to let contracts per Paragraph 2 of this section. If the city manager orders any action specified under this section, the city manager shall report to city council at its next meeting as required under Section 22050 of the Public Contract Code.

G. Contracts for Public Works Transportation Construction Projects Funded by Federal and State Funds. The requirements herein apply to the procurement and administration of Federal Highway Administration (FHWA) federal-aid funded construction projects subject to the provisions of 23 U.S.C. 112(a) (related to construction). The California Department of Transportation (Caltrans) Local Assistance Procedures Manual shall be used when the City administers a federal-aid construction project. The following grant and contract management procedures shall apply:

1. Bidding Procedures. One of the most basic tenets of federal-aid contracting is that construction contracts are to be awarded competitively to the contractor which submits the lowest responsive bid. This federal mandate is set forth in 23 U.S.C.112 and reinforced by 23 CFR 635.114(a) which states: Federal-aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility as may have been established by the SHA. Project advertisement is the process used in soliciting such competitive bids from contractors. Chapter 15 of the LAPM, titled: Advertise and Award Project, shall be followed for all bidding activities beginning with advertising of a construction contract and continuing through the bid opening, award, and detail estimate procedures.
2. Advertisement. For construction contracts administered by Caltrans, the advertisement period of the project should be a minimum of three weeks per LAPM. A failure to advertise for the appropriate amount of time could result in the loss of federal and/or state funding for the project.
3. Required Federal Contract Language. The city shall ensure all required federal contract language is included and shall refer to Chapter 12 of the LAPM, titled Plans, Specifications, and Estimates, for the most current requirements.
4. Person in Responsible Charge. Federal statutes require the local public agency to provide a full-time agency employee who is accountable for any federal-funded project they administer. This individual is the person in responsible charge of the project (23 CFR 172.9(d)(1)). The person designated in responsible charge must be a public agency employee but does not need to be an engineer. The city shall follow Chapter 16 of the LAPM, titled Administer Construction Contracts, for procedures and guidelines local public agencies must follow when administering the construction of federal-aid projects.
5. Records Retention/Contract Project Files. Federal-aid highway program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in

compliance with federal laws and regulations (e.g. 23 USC 112, 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part 200). These records must be maintained for a minimum of three (3) years. Chapter 16 of the LAPM, titled Administer Construction Contracts, shall be the procedures and guidelines for the city when administering the construction of federal-aid projects.

6. Invoicing. When requesting reimbursement of federal funds for construction contracts, the city must follow the procedures given in Chapter 5 of the LAPM, titled Invoicing. The city must ensure only eligible costs are claimed on invoices submitted to Caltrans, that billing is reviewed and approved prior to invoicing Caltrans, and Request for Reimbursement are submitted to Caltrans at least once every six months, or as required in the agreement between Caltrans and the city.
7. Project Responsibility. All responsibility of a construction contract funded by state and/or federal dollars will reside with the City and not the State of California. Language in the contracts should read that the state does not have the right to assume full and direct control of the contract.

SECTION 3. AMENDMENT; RESERVATION. Chapter 3.21 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 3.20 – CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES

3.21.010 - Definitions.

For purposes of this chapter, the following words shall have the following meanings:

~~"Professional/special services" means services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city. Such services include, but are not limited to, those provided by attorneys, architects, engineers, land surveyors, construction managers, appraisers, experts, accounting firms, security firms, computer consultants/programmers and/or other specialized consultants. Professional/special services do not include services rendered by city officers or employees, entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

3.21.020 - Experience and qualifications of professional/special service providers.

- A. In contracting for professional/special services, such contracts shall only be awarded to firms or persons who have demonstrated adequate levels of experience, competence, resources/equipment, staffing and other professional

qualifications necessary for more than a satisfactory performance of the services required in the time period needed. City staff shall confirm, prior to any award, that service providers are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the State of California, business licenses, etc. Any service providers lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations.

- B. Once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor.
- C. No commitment or contract with a definitive term may exceed five years.

3.21.025 - Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with [Section 3.21.050](#) or [Section 3.21.060](#) except:

- A. When an emergency, as determined by the purchasing agent with the written approval of the city manager, is deemed to require that an order be placed with the nearest available source;
- B. When the professional/special services needed can be obtained from one source only;
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- D. When the amount of the professional/special services involved is less than two thousand dollars.
- ~~E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.~~

~~F. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.~~

E. Cooperative Purchase - 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. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.

F. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years. All agreements executed shall include a maximum dollar limit, i.e., a "not-to-exceed amount." The maximum dollar limit shall be established by the term of the agreement, when applicable. Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article.

Any use or application of the bidding procedure exceptions listed herein for the acquisition of professional/special services shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 4. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

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

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

PASSED, APPROVED, AND ADOPTED 12TH DAY OF MARCH 2025.

Salvador Melendez, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 12th day of March, 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 12th day of March 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Angelica Palmeros, Deputy Director

SUBJECT: APPROVE INCREASES TO BLANKET PURCHASE ORDERS WITH AMERICAN MOVING PARTS LLC, L.N. CURTIS AND SONS, NEXUS HOLDING LLC AND HARDING AUTO PARTS FOR SUPPLIES AND MAINTENANCE FOR FIRE DEPARTMENT EQUIPMENT AND VEHICLE MAINTENANCE

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve an increase of \$15,000 to the blanket purchase order with American Moving Parts, LLC for the total not-to-exceed amount of \$130,000; and
2. Approve an increase of \$150,000 to the blanket purchase order with L.N. Curtis and Sons for the total not-to-exceed amount of \$522,773; and
3. Approve an increase of \$65,000 to the blanket purchase order with Nexus Holding LLC (DBA Vortex) for the total not-to-exceed amount of \$99,900; and
4. Approve an increase of \$65,000 to the blanket purchase order with IB Auto Parts Inc (DBA Hardy Auto Parts) for the total not-to-exceed amount of \$114,999; and,
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Montebello Fire Department utilizes L.N. Curtis and Sons, American Moving Parts, Nexus Holding LLC and IB Auto Parts to purchase parts and equipment for their fleet, make purchases of emergency response and related equipment for staff, and to make repairs to vehicles and station infrastructure. A recent emergency door repair at Station 56 requires an increase to the blanket purchase order amount with Nexs Holding LLC (DBA Vortex). The roll-out of the "paramedic squad" staffing model requires purchases of equipment from L.N. Curtis and Sons, hence the increase to the blanket purchase order. Also, regular maintenance of the Department's fleet requires additional purchases

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 12, 2025

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from American Moving Parts and IB Auto Parts (DBA Hardy Auto Parts).

The following increases to each blanket purchase order are recommended:

- \$15,000 with American Moving Parts, LLC for the total not-to-exceed amount of \$130,000
- \$150,000 with L.N. Curtis and Sons for the total not-to-exceed amount of \$522,773
- \$65,000 with Vortex for the total not-to-exceed amount of \$114,900
- \$65,000 with Hardy Auto Parts for the total not-to-exceed amount of \$114,999

Budget amendments are not required as part of the recommended actions. There are operational savings in various accounts that will be used to provide sufficient budget for the increases to the not-to-exceed amounts.

BACKGROUND/DISCUSSION:

City Council previously approved a blanket purchase order with American Moving Parts (Attachment A) in the amount of \$85,000 for the Fire Department and \$30,000 for the Transit Department. The items purchased are for fire apparatus, including the build-out and maintenance of two additional squads approved by the City Council to implement the Paramedic Rescue Squad staffing model. The \$15,000 increase will bring the total not-to-exceed amount to \$130,000.

Each fiscal year, the Montebello Fire Department must purchase various goods and materials in support of delivering life and fire protection services to the community. L.N. Curtis & Sons is one of the vendors from which the Department routinely places orders. Examples of goods and materials purchased are personal protective equipment, breathing apparatus, gas monitors, ground fire equipment and hand tools. L.N. Curtis & Sons is the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through this vendor. Other purchases from L.N. Curtis & Sons are based on pricing, cost savings and delivery timeliness.

The Fire Department previously received City Council approval to utilize L.N. Curtis and Sons for purchases of equipment related to the build-out of the Paramedic Rescue Squad staffing model (Attachment B). Sourcewell Contract 032630-INO gives access to the following goods and services from L.N. Curtis and Sons: turnout gear, rescue gear, gloves, personal protective equipment (PPE), proximity suits, medical equipment, particulate and non-particulate blocking hoods, etc. The \$150,000 increase will bring the not-to-exceed amount to \$522,773.

The Montebello Fire Department has an approved purchase order with Vortex Industries, LLC for the amount of \$49,900 for maintenance and repairs of heavy-duty steel doors of three (3) city fire stations. There is an exemption from the procurement process that is designated emergency purchase in Municipal Code Section 3.20.050(A) for emergency repairs. The Station 56 door was stuck at the halfway point, which was a safety issue for fire personnel. Vortex was called to provide repairs, which required a forklift to bring the

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insulated section of the door down to access repairs and secure the door in a closed position. The Fire Department is requesting authorization to increase the purchase order by \$65,000 (to \$114,900) for the emergency repairs to Station 56.

The Department also has an existing purchase order with Hardy Auto parts in the amount of \$49,999. The additional \$65,000 in purchase authority will be utilized for Fire Department fleet maintenance and related needs -- for a total of \$114,999.

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.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending City Council approve increases of \$15,000 to the blanket purchase order with American Moving Parts, LLC for the total not-to-exceed amount of \$130,000; \$150,000 to the blanket purchase order with L.N. Curtis and Sons for the total not-to-exceed amount of \$522,773; \$65,000 to the blanket purchase order with Vortex for the total not-to-exceed amount of \$114,900; \$65,000 to the blanket purchase order with IB Auto Parts Inc (DBA Hardy Auto Parts) for the total not-to-exceed amount of \$114,999. The recommended actions do not require budget amendments. Staff will monitor expenses through the end of the fiscal year and include sufficient budget for this items in the Fiscal Year 2025-26 budget.

ATTACHMENT(S)

1. Attachment A - PO American Moving Parts FY24-25
2. Attachment B - LN Curtis Agenda Staff Report



CITY OF MONTEBELLO
FINANCE DEPARTMENT
PURCHASE ORDER COVER LETTER

Vendor: **AMERICAN MOVING PARTS**
4408 WORTH STREET
LOS ANGELES, CA 90063

Vendor No. **47980**

Item(s) Being Purchased/Services: **FY 24-25 BLANKET PO BUS/FIRE ENGINE PARTS**

Reason for Purchase: **BUS / FIRE ENGINE PARTS**

Purchase Requestor: **MARK JIMENEZ**

Signature: _____

Supplies: **\$115,000**

Service:

Account Number: **600-90-915-6080.50 (30K)**
100-85-860-6080.30 (85K)

Total Amount of Purchase: **\$120,000**

Shipping Cost: **\$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:				
2 nd Bid/Quote:				
3 rd Bid/Quote:				

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

Other Notes: **PO WAS APPROVED DURING THE CITY COUNCIL MEETING ON 7/24/24 WITH THE APPROVAL OF ITEM #27.**

PURCHASE ORDER COORDINATOR: Mark Jimenez

DATE: 07/25/24

DEPARTMENT DIRECTOR APPROVAL: [Signature]

DATE: 7/25/24

CITY MANAGER APPROVAL: [Signature]

DATE: 7/29/24



SOLE SOURCE DECLARATION

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

Item/Service: **ENGINES, BRAKE KITS, AIR DRYER CARTRIDGE KITS, CABLES, FILTERS, TRANSMISSION DRUMS, WHEEL LININGS, AND SENSOR REPLACEMENTS.**

Vendor **AMERICAN MOVING PARTS**

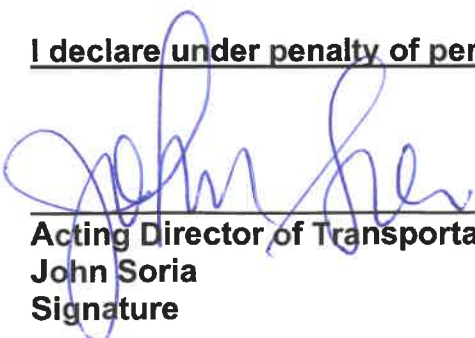
Address **4408 WORTH STREET**

City, State **LOS ANGELES, CA, 90063**

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

American Moving Parts serves as the exclusive provider of materials for our transportation fleet. This means that all the essential components and supplies needed to maintain and operate our fleet are sourced directly and solely from American Moving Parts. This exclusive arrangement ensures a consistent quality of materials, streamlines the procurement process, and fosters a reliable partnership for the ongoing support and maintenance of our transportation services.

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



Acting Director of Transportation
John Soria
Signature



Date



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **APPROVE A BLANKET PURCHASE ORDER WITH AFTERMARKET PARTS COMPANY LLC, AMERICAN MOVING PARTS LLC, CUMMINS CAL PACIFIC LLC, INLAND KENWORTH, INC., AND WAYNE HARMEIER, INC., FOR MAINTENANCE-RELATED BUS PARTS, FIRE APPARATUS PARTS, AND VEHICLE FLEET PARTS**

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve a blanket purchase order (PO) with the Aftermarket Parts Company, LLC (Aftermarket Parts), for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for Fiscal Year 2024-25; and
2. Approve establishing a blanket PO with American Moving Parts, LLC (American Moving Parts), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fire apparatus parts for both Montebello Bus Lines (MBL) and the Montebello Fire Department (MFD) for FY 2024-25; and
3. Approve establishing a blanket PO with Cummins Cal Pacific, LLC (Cummins Pacific), for the total not-to-exceed amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for both MBL and the MFD for FY 2024-25; and
4. Approve establishing a blanket PO with Inland Kenworth Inc. (Inland Kenworth), for the total not-to-exceed amount of Seventy Thousand Dollars (\$70,000), to purchase maintenance-related bus parts for FY 2024-25; and
5. Approve establishing a blanket PO with Wayne Harmeier, Inc. (dba Wayne Electric Company), for the total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and

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

FISCAL IMPACT:

Sufficient funds have been appropriated in the Fiscal Year 2024-25 adopted operating budget in the Transit Fund and General Fund (Fire Department), therefore no budget amendment is needed. Tables 1-5 detail the allocated amounts and corresponding account numbers as follows:

Table 1: Aftermarket Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$200,000
TOTAL		\$200,000

Table 2: American Moving Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$85,000
Transportation Department	600-90-915-6080.50	\$30,000
TOTAL		\$115,000

Table 3: Cummins Pacific – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$60,000
Transportation Department	600-90-915-6080.50	\$55,000
TOTAL		\$115,000

Table 4: Inland Kenworth – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$70,000
TOTAL		\$70,000

Table 5: Wayne Electric Company – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$60,000
TOTAL		\$60,000

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66)

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transit buses, ten (10) relief vehicles, and four (4) supervisor vehicles that require regular maintenance. The most efficient and cost-effective way to purchase replacement bus, fire apparatus, and vehicle fleet parts is to establish blanket purchase orders with the primary companies that supply these maintenance-related parts. For FY 2024-25, staff will use procurement methods such as sole-source and piggyback to strengthen the City's financial processes and ensure its competitive and non-competitive contracting practices are in accordance with the Montebello Municipal Code (MMC) Section 3.20 – Purchasing System. The sole-source procurement method will be used to make purchases including, but not limited to, maintenance-related parts as follows:

- **Aftermarket Parts**: headlights, fan control modules, clamps, windshield wipers, coolants, airbags, clutches, stabilizers, and thrust washers.
- **American Moving Parts**: engines, brake kits, air dryer cartridge kits, cables, filters, transmission drums, wheel linings, and sensor replacements.
- **Cummins Pacific**: spark plug kits, fan supports, ignition coils, engine rods, electronic control modules, engine wiring harnesses, and water pumps.
- **Inland Kenworth**: valves, relays, hoses, seals, cylinder heads, tubes, engine control modules, engine in-frame kits, coil extensions, and sensors.
- **Wayne Electric Company**: EMP alternators, air conditioning compressors, toggle switches, fan drivers, farebox motors, pumps, and filters

MMC Section 3.20.050 – Conformance with bidding procedures, outlines exceptions to the formal and open market bidding and procurement procedures detailed in the MMC. The vendors listed have been identified as direct or sub-contracted suppliers of specific maintenance-related, original equipment manufacturer (OEM) parts, compatible with both MBL and Fire Department's fleet. Staff recommends that the City Council approve establishing a blanket PO specific to the vendors listed in accordance with MMC Section 3.20.050(B), which allows the procurement of parts and equipment from identified sole-source and/or single source vendors to ensure the continued operation of MBL and MFD. Once approved, staff will complete a Sole Source Declaration form (Attachment A) as written record for each vendor.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve establishing a blanket PO with Aftermarket Parts for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with American Moving Parts for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related

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bus and fire apparatus parts for both MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Cummins Pacific for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Inland Kenworth for a total not-to-exceed amount of Seventy Thousand Dollars (\$70,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with Wayne Electric Company for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and take such additional, related, action that may be desirable. Sufficient funding has been included in the Transit and Fire Departments' FY 2024-25 budgets for these expenses, therefore no budget amendment is needed as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A - Sole Source Declaration Form



ITEM # 30

**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 ISSUANCE OF BLANKET PURCHASE ORDER TO L.N. CURTIS & SONS FOR EQUIPMENT AND SUPPLIES FOR FIRE APPARATUS**

DATE: November 13, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing an annual blanket purchase order to L.N. Curtis and Sons for equipment and fire-related supplies for apparatus for daily emergency operations in an initial amount to not exceed \$100,000 annually beginning Fiscal Year 2024-25 through 2025-26; and
2. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for a maximum not-to-exceed \$125,000; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The blanket purchase will be completed using Sourcewell Contract #32620 with L.N. Curtis and Sons (Attachment A), as permitted under Montebello Municipal Code Section 3.20.050(F), Cooperative purchase agreement. The budget for Fire Suppression, Machinery and Equipment will not be impacted at this time due to operational costs being approved for FY 2024-25. If needed, the potential fiscal impact is if the City Manager authorizes an additional \$25,000 in expenses amending the Fiscal Year 2024-25 budget by \$25,000 in Account No. 100-85-860-6010.10 (General Fund, Fire, Suppression, Machinery & Equipments - Machinery & Equipment).

BACKGROUND/DISCUSSION:

Each fiscal year, Montebello Fire Department must purchase various goods and materials in support of delivering life and fire protection services to the community. L.N. Curtis & Sons is one of the vendors from which the Department routinely place orders; examples of goods and materials purchased are personal protective equipment, breathing apparatus, gas monitors, ground fire equipment and hand tools. L.N. Curtis & Sons is the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through this vendor. Other purchases from L.N. Curtis & Sons are based on pricing, cost savings and delivery timeliness.

The Fire Department had previously received City Council approval for a purchase order for L.N. Curtis and Sons for machinery & equipment Personal Protective equipment. The Sourcewell Contract 032630-INO gives access to the following goods and services: Turnout gear, rescue gear, glove, PPE maintenance, proximity suits, medical equipment, particulate and non-particulate blocking hoods. Previous staff reports approving purchases with L.N. Curtis were related to the new squad equipment and increase in personnel.

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.

ANALYSIS:

This staff report addresses daily operational costs that previously did not exceed \$50,000 due to the informal bids for some equipment needs that were found with various vendors; while some items are sole-source purchase. The Fire Department is seeking approval to establish a blanket purchase order with LN Curtis & Sons to provide firefighting tools, equipment, personal protective equipment, and safety supplies that are necessary for daily operations. The amount of the purchase order is estimated from date on the life cycle for replacement of existing equipment and projected needs for equipping fire apparatuses and firefighters. The amount being requested is for routine emergency operational costs within the scope of annual expenditures budgeted for FY 2024-25.

SUMMARY:

Staff is requesting approval of the Blanket Purchase Order with L.N. Curtis & Sons for the procurement of daily operational equipment and supplies for fire apparatuses to maintain daily emergency operations; the fire department budgeted up to \$100,000 for this equipment in FY 24-25. If the City Manager is to authorize an additional \$25,000,

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amend the FY 2024-25 budget by increasing appropriations in Account No. 100-85- 860-6010.10 (General Fund, Fire Department, Fire Suppression, Machinery & Equipment).

ATTACHMENT(S)

1. Attachment A - L.N. Curtis Contract RFP #032620



ITEM # 9

**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 AMENDMENT NO. 1 TO AGREEMENT NO. 3956 WITH INTER-CON SECURITY SYSTEMS, INC. TO CONTINUE PROVIDING PARKING ENFORCEMENT SERVICES

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3956 between the City of Montebello and Inter-Con Security Systems, Inc. for a Two (2) Year Term Extension; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City currently contracts with Inter-Con Security Systems, Inc. (Inter-Con) to provide supplemental parking enforcement services. Per Agreement No. 3956 (Attachment A), the City Council approved an initial three-year term with a budget not to exceed \$1,244,801. To date, \$607,441 has been expended for these services. Additionally, revenue from parking fines has steadily increased, helping to partially offset the costs of the parking enforcement services.

The agreement will maintain the practice of annual increases based on the Consumer Price Index (CPI) for the local metropolitan area (Attachment B). No budget amendment is being requested, as funding for these services is already included in the Fiscal Year 2024-25 budget. Amendment No. 1 (Attachment C) would extend the term through March 31, 2027.

BACKGROUND/DISCUSSION:

On February 23, 2022, the City Council approved Professional Services Agreement No. 3956 with Inter-Con Security Services, Inc (Inter-Con). Additional parking enforcement services were needed to properly address growing community concerns related to illegal parking, traffic and public safety hazards. Increased parking enforcement has improved compliance with street regulations and supports the City's Municipal Separate Storm Sewer System (MS4) permit requirements which are needed to demonstrate compliance with the National Pollutant Discharge Elimination System ("NPDES").

The City of Montebello is approximately 8.37 square miles and maintains an estimated 125 miles of roadway. Nationwide Environmental Services operates three (3) street sweepers, five (5) days per week (Monday through Friday). Each sweeper is assigned one (1) route per day, covering three (3) routes (two residential routes and one commercial route) during a five (5) day period. Each sweeper maintains a speed of 5 - 8 miles per hour, traveling approximately 30 - 40 miles per day.

Inter-Con services are focused on providing enforcement for street sweeping efforts Citywide. Street parking restrictions alternate between two (2) time periods, 3:00am - 6:00am and 7:00am - 4:00pm. Street sweeping services are typically suspended on City-recognized holidays and when weather conditions prohibit them.

The following table summarizes the current staffing levels for Inter-Con personnel:

Monday	Tuesday	Wednesday	Thursday	Friday	Weekends/Holidays
1 Officer 3:00 - 6:00am	1 Officer 3:00 - 6:00am	1 Officer 3:00 - 6:00am	1 Officer 3:00 - 6:00am	1 Officer 3:00 - 6:00am	Upon Request
2 Officers 7:00am - 4:00pm	2 Officers 7:00am - 4:00pm	2 Officers 7:00am - 4:00pm	2 Officers 7:00am - 4:00pm	2 Officers 7:00am - 4:00pm	Upon Request

The current agreement, which is set to expire on March 31, 2025, includes parking personnel specifically for street sweeping enforcement. Based on their responsive and outstanding performance, staff recommend that the City Council extend the agreement for an additional two (2) years, through March 31, 2027.

ENVIRONMENTAL:

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

reasonably foreseeable indirect physical change in the environment.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending approval of Amendment No. 1 (Attachment C) to Agreement No. 3956 with Inter-Con Security Services, Inc. The term of this Agreement shall continue in effect until March 31, 2027. Funding for these services was included in the FY 2024-2025 budget, therefore no budget amendment is needed.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3956
2. Attachment B – Fee Schedule
3. Attachment C – Amendment No. 1 to Agreement No. 3956

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3956
WITH INTER-CON SECURITY SYSTEMS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **February 23, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **INTER-CON SECURITY SYSTEMS, INC.** (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 parking enforcement services in the CITY; and

WHEREAS, the CONSULTANT currently has a contract with the City of Alhambra for parking enforcement services (Contract No. C2M21-21); and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process (City of Alhambra RFP No. 2M21-3); and

WHEREAS, the CONSULTANT grants the City authorization to make purchases using the same terms and conditions as those listed in the City of Alhambra contract.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. Proposal dated October 15, 2021**
- c. City of Alhambra Contract No. C2M21-21**
- d. Proposal referenced and Best Final Offer received by the successful proposer.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the services in Contract

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No. C2M21-21 dated July 1, 2021, as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each 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 on March 31, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

PROFESSIONAL SERVICES AGREEMENT NO. 3956

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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: gskibar@cityofmontebello.com

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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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

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provisions.

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

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

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

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

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

SECTION 22. NOTICE.

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 – Finance Department
 Attn: Michael Solorza
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887 – 1200 ext.412
 Email: msolorza@cityofmontebello.com

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If to Consultant: Inter-Con Security Systems, Inc.
Attn: Matthew Reeser
210 South De Lacey Avenue
Pasadena, CA 91105
(626) 535 - 2639
Email: mreeser@cityofmontebello.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**INTER-CON SECURITY SYSTEMS,
INC.**



René Bobadilla, City Manager



Neil Martau, Chief Administrative Officer

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – City of Alhambra (Contract No. C2M21-21)
- Exhibit B – Schedule of Compensation
- Exhibit C – Parking Enforcement Representative Scheduling

Exhibit "A"

(City of Alhambra Contract No. C2M21-21)

City of Alhambra

City Clerk



Gateway
to the
San Gabriel Valley

111
South First Street
Alhambra
California
91801-3704

626
570-5090

FAX
576-8568

December 30, 2019

Inter-Con Security Systems, Inc.
Attn: Arron Tschida, Director of Operations
210 South De Lacey Avenue
Pasadena, CA 91105

**Re: City of Alhambra Contract No. C2M21-21 Professional Services Contract:
Parking Enforcement Services for the City of Alhambra**

To Whom it may concern:

Enclosed herewith for your file is a counterpart original of the fully executed subject Agreement.

Very truly yours,

BRIANNA LAMB MCCARTHY
ASSISTANT CITY CLERK

cc: Director of Finance Lieu
Chief of Police Parra

AGREEMENT FOR PROFESSIONAL SERVICES
Contract No. C2M21-21

This AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into effective as of the 1st day of July, 2021, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, ("CITY") and Inter-Con Security Systems Inc., located at 210 S. De Lacey Avenue Pasadena, CA 91105.

WITNESSETH:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. **RECITALS.** This AGREEMENT is made and entered into with respect to the following facts:

- A. CITY requires Parking Enforcement Services ("SERVICES") for the City of Alhambra; and
- B. On February 11, 2021, CITY issued a Request for Proposals #RFP2M21-3("RFP") to obtain Parking Enforcement Services for the CITY and based on review and rating of RFPs received CONSULTANT was selected; and
- C. CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

2. **SCOPE OF SERVICES.**

- A. CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT's Proposal for Services dated April 1, 2021, ("PROPOSAL") consistent with the CITY's Request for Proposals dated February 11, 2021 ("RFP") attached hereto as Exhibits "A" and "B" respectively and hereby incorporated by reference.
- B. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
- C. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

- D. CONSULTANT will be financially responsible for all lost or damaged CITY property (i.e. ticket holders, radios, chalk sticks and citations devices) that are issued to INTER-CON employees.
- E. CONSULTANT and the CITY agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event CONSULTANT is unable to fill a schedule 8-hour shift and/or a 4- hour shift pursuant to its PROPOSAL due to short staffing. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sums hereinafter set forth are reasonable as liquidates damages in the event of a breach, and that said sums shall be presumed to be the amount of the damages sustained by the CITY in the event said shifts are not filled by CONSULTANT due to short staffing. The sum of SIX HUNDRED DOLLARS (\$600) for each unfilled scheduled 8-hour shift and the sum of THREE HUNDRED DOLLARS (\$300) for each unfilled scheduled 4-hour shift shall be presumed to be the amount of damages suffered by the CITY, and CONSULTANT hereby agrees to pay said amounts as liquidated damages for each time a scheduled 8-hour shift and/or scheduled 4-hour shift remains unfilled by CONSULTANT due to a shortage in staff.

The sum of SEVENTY-FIVE (\$75) per hour shall be assess for each unfilled scheduled hour shift for each unfilled shift or portion thereof for the amount of damages suffered by the CITY, and CONSULTANT hereby agrees to pay said amounts as liquidated damages for each time a scheduled shift remains unfilled by CONSULTANT due to a shortage in staff as a result on CONSULTANT's issues versus personnel matters that are outside CONSULTANT's control.

- F. CONSULTANT will provide a minimum of five clearly/visibly marked "City of Alhambra Parking Enforcement" subcompact vehicles not more than two years old and in good running order. Each vehicle will be equipped with an Amber Directional Lightbar (either on top of the vehicle or inside the rear window). Each contract employee shall arrive for duty in a properly designated vehicle. Vehicle shall be in a safe working order and in compliance with all applicable California Vehicle Code Sections. Vehicle shall be free from body damage, missing parts, or any other visible wear.

Vehicles that are damaged or disabled while in service for the CITY shall be replaced with an operable vehicle within one hour. In the event that a replacement vehicle is unavailable, contract personnel shall be relieved of duty for the remainder of the shift and CONSULTANT shall pay CITY prorated liquidated damages.

CONSULTANT will be responsible for the cleanliness, repair and replacement of all vehicles that will be used by contract employees. All

vehicle maintenance must be performed on Vendors time, unless approved by the CITY.

3. PERFORMANCE STANDARDS. While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. FAMILIARITY WITH WORK.

- A. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
 - (i) Carefully investigated and considered the scope of services to be performed;
 - (ii) Carefully considered how the services should be performed; and
 - (iii) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. CITY SUPERVISION. The Chief of Police of the CITY, or the Chief's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Chief of Police or the Director's designee.

6. FEE. Compensation to CONSULTANT for the total services for the time period of July 1, 2021 to June 30, 2024 to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$1,646,011.10. Costs for services are as follow:

July 1, 2021 to June 30, 2022 - \$537,362.80
July 1, 2022 to June 30, 2023 - \$548,608.32
July 1, 2023 to June 30, 2024 - \$560,040.00

Costs for services are to be billed to the Police Department on a monthly basis. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

7. EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

8. PAYMENT BY CITY. CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

9. TERM. The term of this AGREEMENT shall be as provided for in the RFP from after the date on which the CITY issues CONSULTANT a Notice to Commence Work. CONSULTANT shall complete all those services set forth in its PROPOSAL by that certain date set forth in said Notice to Commence Work or until such time as the services have been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

10. DISPUTES AND REMEDIES.

- A. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:
 - (i) CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Chief of Police will be made within two (2) weeks after a meeting to resolve the dispute;
 - (ii) If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;

- (iii) Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
- (iv) If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.

B. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

11. PREVAILING WAGE. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the SERVICES are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12. TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council's determination shall be final and conclusive as to the amount of such fee.

13. INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT's own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

14. OWNERSHIP OF DOCUMENTS. All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will

deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY's own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

15. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

16. NONASSIGNMENT. This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

17. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

18. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

19. INDEMNIFICATION.

A. CONSULTANT hereby agrees to the following:

- (i) Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
- (ii) Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its

performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.
- E. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- F. Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.
- G. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

20. INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

- A. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the

SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.

- B. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

- C. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on

all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

- D. **NOTICE TO COMMENCE WORK.** The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

21. NON-DISCRIMINATION. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

22. UNAUTHORIZED ALIENS. CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

23. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

24. 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.

25. ATTORNEY'S FEES. 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, in addition to any other relief to which it may be entitled.

26. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

27. PROVISIONS, CUMULATIVE. The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

28. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

29. ASSISTANCE OF COUNSEL. Each party to this AGREEMENT warrants to each other party as follows:

- A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,
- B. That each party has lawfully authorized the execution of this AGREEMENT.

30. MODIFICATION. This AGREEMENT shall not be modified except by written agreement of the parties.

31. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

32. NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: City of Alhambra – Police Department
Eric Parra, Chief of Police
211 South First Street
Alhambra, CA 91801

CONSULTANT: Inter-Con Security Systems, Inc.
Arron Tschida
Director of Operations
210 South De Lacey Avenue
Pasadena, CA 91105
Tel: (626)535-2625

Email: atschida@icsecurity.com

33. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

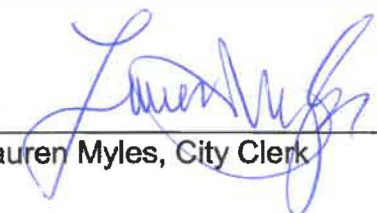
34. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE. The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

"CITY"

CITY OF ALHAMBRA, a Charter Law City

ATTEST:



Lauren Myles, City Clerk

By  _____, Mayor

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By  _____

"CONSULTANT"

Inter-Con Security Systems, Inc.

TAXPAYER ID # _____

By _____
Print Name: _____
Title: _____

Email: atschida@icsecurity.com

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By _____,
_____, Mayor

Lauren Myles, City Clerk

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By _____

"CONSULTANT"

Inter-Con Security Systems, Inc.

TAXPAYER ID # 95-3020192

By Neil Martau
Print Name: Neil Martau
Title: Chief Administrative Officer



April 1, 2021



Sgt. Rodney Castillo
Traffic Section Supervisor
City Clerk's Office
City of Alhambra
111 South First Street,
Alhambra, CA 91801

Subject: Request for Proposal, Parking Enforcement Services for the City of Alhambra

Dear Sgt. Castillo,

We at Inter-Con are pleased to submit the following proposal for your consideration. Since 1973, we have had the honor and privilege of protecting large municipalities and provided parking enforcement services to various clients across the country. In fact, we have provided these services to the City of Alhambra since 1996.

Over the past 48 years, Inter-Con has continuously worked to increase the value of our security solutions by consistently delivering best-in-class service, management strategies, and technologies that increase productivity while simultaneously lowering our clients' operational and administrative costs.

We prioritize fulfilling relationships with our clients and partners, so while our proposal outlines our response to this RFP, our long-term focus and commitment is to successfully meet the City's changing security needs through an on-going partnership. Given this, we remain open to continually customizing our services before contract award and at any point in the future. This approach allows us to effectively tailor our security service to meet the City's unique needs, as well as cultivate a positive and safe environment for City's staff and visitors. Similarly, as a 100% family owned, certified Minority Business Enterprise, we believe the diversity of our workforce plays a critical role in our success.

It is with our utmost respect and enthusiasm that we request the opportunity to continue to serve the City of Alhambra as its trusted partner. We look forward to discussing our proposal and addressing your future security needs.

Respectfully,

Enrique Hernandez III
President and Chief Executive Officer

210 South De Lacey Ave.
Pasadena, CA 91105

PPO License #: 6822

Phone: 626.535.2200

Fax: 626.685.9120

inquiries@icasecurity.com

Exhibit "A"



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Executive Summary

Based in Pasadena, California, Inter-Con. is a global provider of fully customized, high-touch security solution services. With over 30,000 employees performing services across North and South America, Europe and Africa, we are one of the largest security companies in the world. However, rather than providing “mass guard” services, our core business focus is providing customized solutions for clientele whose needs exceed the capabilities of traditional security companies. With this proposal, we offer the following to the City of Alhambra (City):

EXPERTS IN CIVIL SECURITY

Inter-Con has supported local governments across Southern California and beyond with security and parking enforcement services since its founding in 1973. Our longstanding partnerships with several municipalities providing security services for Cities in the greater Los Angeles area to include the Cities of Alhambra, Arcadia, Azusa, Covina, Glendora, San Gabriel, La Verne, and Pasadena. As veterans in the industry we are capable of supporting the City of Alhambra’s program and are intimately familiar with all relevant city engineering standards, specifications, policies, practices, and processes. Unlike other companies in the security industry that purport to offer numerous, sector-specific service lines, yet fail to deliver the value such specialization promises, Inter-Con succeeds in providing premium services by designing, implementing, and maintaining client-specific programs. This unique service model allows us to tailor our security solutions to each client’s individual needs and to effectively embed them within their security programs. Whether it is the provision of a dozen Security Officers or over a hundred, we are able to scale excellence to the benefit of our clients and their staff, residents and visitors.

LOCAL PROVIDER

Inter-Con’s location in Pasadena and density of operations throughout Los Angeles and the San Gabriel Valley, provides the City of Alhambra with an unparalleled proximity to excellence. Our operations will be directly supported by our Global Headquarters, West Coast Training Academy, and 24/7 Global Security Operations Center (GSOC). Only Inter-Con can provide this degree of support and unfettered access to such advanced and robust resources for the benefit of this contract. Furthermore, Inter-Con’s pool of approximately 2,000 local security personnel combined with its numerous municipal contracts in the Los Angeles area, guarantees optimal staffing levels in both normal and surge conditions. In addition, our GSOC will provide **24/7/365 monitoring and communications support to the City’s program**, while our Training Academy will deliver student-centric curriculum and live exercises that are fully tailored to the specific requirements of this contract. Furthermore, our corporate leadership and Account Management Team are just down the street and stand ready to address any of the City’s needs.

HIGH-TOUCH ACCOUNT MANAGEMENT

Our approach to Account Management draws upon nearly five decades of experience with the local and federal government as well as multinational and commercial clients. Our experience of proven best practices allows us to design our service and management strategies specifically for the City of Alhambra, ensuring effective and efficient solutions from contract start. We have invested in high quality management in the form of Mr. Arron Tschida and Ms. Mariana Alvarez—committed professionals who understand Alhambra’s needs and culture. Their support of this program ensures that our services are expertly managed and delivered with immediate approval and deployment of critical resources.

ENGAGED AND PROFESSIONAL SECURITY FORCE

Inter-Con has supported local governments across Southern California and beyond with parking enforcement and security services since its founding in 1973. As the City of

Alhambra's current parking enforcement provider, we are proud of our 25-year partnership with the City which offers a testament to Inter-Con's quality and reliability of services.

In the San Gabriel Valley alone we provide more than 60,000 service hours of Parking Enforcement each year, writing over 45,000 citations. Throughout our years of service, we have generated tens of millions in revenue for local clients, which, combined with our innovative cost saving and value-creation techniques, has helped municipalities realize net increases in revenue of more than 300%. Inter-Con's Officers for the City of Alhambra average more than 158,000 citations per year with an error rate of less than 1%, testifying to their efficiency and quality. We offer the highest-quality Parking Enforcement solution available, and we are committed to investing in our ongoing, long-term partnership with the City.

PROVEN TRANSITION EXPERTISE

Transitions between providers can be the most critical and sensitive periods for any Parking Enforcement Program. Changes in leadership, unfamiliarity of client culture, underlying requirements, duties not specifically defined in the RFP, and employee and management disruptions can all derail an otherwise successful program. This risk is two-fold for the City, as a provider who is unfamiliar with this program might not only staff personnel who are not appropriate for the City of Alhambra, but also negatively impact City revenues by failing to maintain consistent citation levels. Fortunately, there is zero transitional risk with Inter-Con.

Since 1996, Inter-Con has effectively and efficiently supported the City's Parking Enforcement Program and worked with the City to evolve and grow, ensuring that Alhambra always receives the highest quality of Parking Enforcement services. For us, the "transition" period will serve as an opportunity for the City to input potential service modifications and improvements wherever this is desired. We will serve as a partner during this process, drawing on our critical mass of parking enforcement programs to suggest potential technological and other improvements to the program. Inter-Con is the only provider willing to partner with the City in the long-term in order to allocate required resources and maintain the continuity of services required.

STABLE & COMMITTED LOCAL OWNERSHIP – 100% MINORITY BUSINESS ENTERPRISE

In an industry marked by constant mergers and acquisitions, one key to Inter-Con's success has been stability, with Inter-Con now in our third generation of Hernandez family ownership and management. Going back to 1973, Inter-Con is the only security company still in existence operating with the same name, with the same ownership, and with the same unwavering commitment to our clients. This is far different from our publicly traded and private equity owned competitors which prioritize quarterly profits and exit strategies. Ultimately, Inter-Con is the most stable and ethical security service partner for the City.

Our stable ownership allows us to make long-term investments in our capabilities, strategic partnerships, and clients. We have the latitude to take informed risks and sacrifice short-term gains to deliver lasting value to our customers, often resulting in client relationships that span decades. More importantly, we maintain our integrity as well as our commitment to safety, diversity, and sustainability. We are a certified minority business enterprise driven to positively affect the natural and social environments in which we operate. As a local business, we are committed to contributing to the communities and natural environments of the City of Alhambra.

WE AT INTER-CON SINCERELY BELIEVE THAT WE OFFER THE CITY OF ALHAMBRA the best security services, the best business model, and partnership for the long-term success and protection of the City's employees, facilities, guests, and reputation. We look forward to discussing the highlights of our proposal with you.

Technical Proposal

Inter-Con has read and understands the City of Alhambra's Scope of Work (SOW) and its need for Official Parking Enforcement Services. As the City's current Parking Enforcement provider, Inter-Con is uniquely positioned to leverage our deep institutional knowledge to offer the City a full suite of resources on 24/7 basis throughout the lifecycle of this contract. The details of these offerings are provided in Table 1 below.

Table 1: Exclusive Benefits

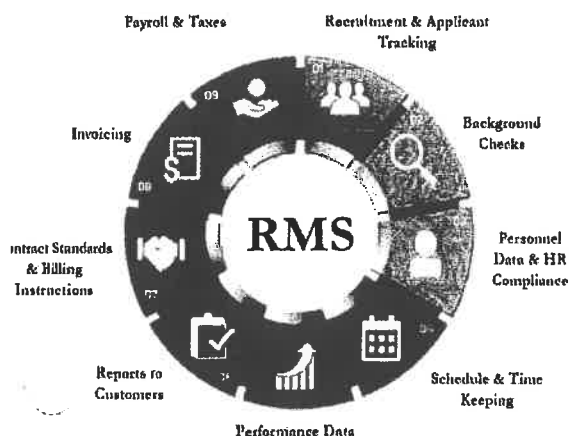
Description	Benefit
Global Security Operations Center (GSOC)	24/7/365 Monitoring and customer service support; communication triage; emergency management and issue escalation.
Contract Administration Resources	Assists with all contractual requests, modifications, and concerns. Our team will also help coordinate last-minute service requests.
Training Academy	Offers a student-centered training method to keep our personnel informed and invested in their jobs and responsibilities.

OPERATIONS MANAGEMENT PLAN

Inter-Con's account management strategy emphasizes proactive, responsive, and Inter-Con's Account Management strategy and approach to account governance ensures that our tailored security program for the City effectively and efficiently meets or exceeds the requirements described in this RFP. Emphasis is placed on collaboration between Inter-Con and the City to ensure continuity in service across all posts and service requests, regardless of their location and nature. We have also designed our management plan to facilitate seamless communications between our Account Management Team, onsite personnel, and City stakeholders. At its core, our account management strategy embraces:

- **Empowered Management** – Our dedicated Account Manager (AM) will maintain accountability and responsibility for every aspect of Inter-Con's service. They will work closely with the City to direct changes to the SOW, contract requirements, or additional staffing requests, ensuring a high degree of clarity and expediency applied to key administrative tasks to facilitate proper responsiveness to the City's needs. The AM will serve as the primary point of contact between the City and Inter-Con leadership as well as enjoy full support from Inter-Con's corporate leadership team, ensuring proactive and responsible account management.
- **Informed and Accessible Account Management** – In addition to the AM, Inter-Con's Account Management Team is comprised of key personnel who will provide account oversight to ensure proper account governance and adherence to the established Quality Control Plan (QCP) and Service Level Agreement as well as the alignment of tactical and strategic priorities between the City and our dedicated security resources. These individuals will be readily available to support the City and will frequently check-in on the program in-person.
- **Streamlined Account Administration Processes** – As part of the program's full corporate administrative support, our Account Management Team will be assisted by Operations and Finance Managers as well as supervisory personnel who will be responsible for supporting Quality Control and Training efforts.

Figure 1: Resource Management System



In addition, we will leverage our proprietary Resource Management System (RMS) to automate, capture, analyze, and report all activities associated with our City operations. This system, illustrated in Figure 1, is web-based and generates standardized reports based on employee information, management metrics, financial data, and operational metrics that are necessary to manage a security operation. These metrics and analyses will be fully documented and provided to the City's Security Leadership Team on both a scheduled and an on-demand basis. In fact, this level of transparency is further facilitated through our Key Performance Indicators (KPI) dashboards, which monitor and display real-time updates of all relevant account activity. These KPI dashboards can be easily accessed by the City stakeholders on their mobile devices through our secure online portal. Our dedication to transparency means the City will remain keenly aware of all strengths, weaknesses, and opportunities associated with our performance of the contract.

- **Supervision and Quality Control** – Our supervisory procedures detail AM daily responsibilities and emphasize active engagement and face-to-face supervision. Close monitoring and supervision of City of Alhambra Parking Enforcement Officers forms the first line of our Quality Control Plan (QCP). The AM and Supervisory personnel will remain in constant communication with their workforce, ensuring that deficiencies or concerns are reported and corrected immediately, as well as addressing the needs of the Officers in a timely manner. Their quality control efforts will be further augmented by our assigned AM, who will provide ongoing guidance on and direct support with Post inspections, Live Scenario Performance Tests, and other assessments.

The AM and Supervisors will receive hands-on training and guidance from corporate leadership in addition to their supervisory training via classroom and web-based resources. Supervisors are accountable to the AM for all aspects of security operations, and performs all duties and responsibilities required by the contract to ensure continuous security coverage as well as appropriate incident response and escalation. Inter-Con's emphasizes proactive supervision, so they will check the serviceability of equipment on post, continuously develop and test each Officer's operational knowledge, and regularly interact with the staff at each site.

ACCOUNT MANAGEMENT TEAM

Inter-Con is one of the largest providers of parking enforcement services in greater Southern California. As the incumbent provider since 1996, we are well-positioned to meet the City's current and future parking enforcement needs. Please find our approach to the management and operation of Alhambra's Parking Enforcement program below.

Inter-Con's Account Management Team has been assembled to provide the City of Alhambra with the highest level of corporate oversight and support on a daily basis. For the City, this means Inter-Con will ensure this program always operates at the highest level



Mrs. Nesrin Bunkheila | Vice President of Human Resources | City of Alhambra Administration Executive: Mrs. Bunkheila oversees Human Resources for Inter-Con's Parking Enforcement Representative Force. She has decades of experience in the industry, as an HR consultant, recruiter, and administrator—empowering her individual clients and their security programs. She specializes in the administration of national programs, ensuring that all administrative activities are conducted in accordance with relevant state laws and client regulations. She has a B.A. in Political Science and an M.S. in Human Resource Development, both from the University of Houston.

Mrs. Bunkheila will function as the City of Alhambra's Administrative Executive and will focus on recruiting efforts for the SLBA Contract. She will provide support throughout the Contract's lifetime to

ensure optimal staffing and will help ensure that key administrative tasks—such as recruiting, the City’s program goals and preferences.



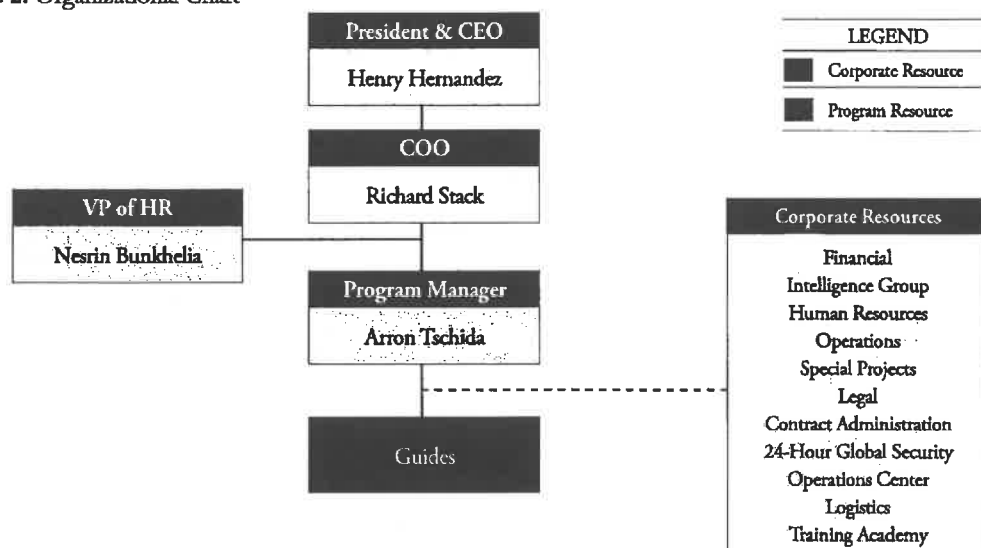
Mr. Arron Tschida | Director of Operations | City of Alhambra Account Manager: Mr. Tschida is a US Marine Corps veteran with over 25 years of experience in leadership across the security (including both the federal and private sectors), military, and defense industries. Mr. Tschida has extensive experience directing complex operations and security functions, implementing innovative training programs, developing effective, resource-efficient processes. As Inter-Con’s Senior Director of Operations, Mr. Tschida currently manages many of Inter-Con’s high-touch security and parking enforcement contracts in the greater Los Angeles area. These contracts support the cities of Alhambra, Arcadia, Azusa, Covina, Glendora, La Verne, and San Gabriel Parking Enforcement. Mr. Tschida holds a B.S. in Organizational Leadership as well as his M.B.A from Pepperdine University Graziadio Business School.

Mr. Tschida will function as the City of Alhambra’s Account Manager, serving as the primary point of contact to the City. He will maintain full accountability and responsibility for every aspect of Inter-Con’s service in addition to being available to the City 24/7. He alone can direct changes to the Scope of Services or Contract requirements, if needed.

ORGANIZATIONAL CHART

Inter-Con’s organizational structure centers on a streamlined, embedded Management Team that has autonomous decision-making authority, controlling all personnel, logistical and financial resources necessary to ensure that our security services are effectively and efficiently delivered to the City of Alhambra on a consistent basis. Inter-Con’s account management strategy is delivered by our proposed dedicated Account Manager (AM) Mr. Arron Tschida, who maintains accountability and responsibility for every aspect of the City’s security program. Our proposed management structure is provided in Figure 2 below.

Figure 2: Organizational Chart



INCIDENT ESCALATION AND NOTIFICATION

Inter-Con will implement a Critical Incident Notification Guide to ensure seamless and prompt communication between all levels of the City security program. A final version of the escalation matrix will be agreed upon during the Transition Phase of this contract and all assigned personnel will be trained on it as part of their Pre-Assignment and On-the-Job training.

Figure 3: Critical Incident Notification Guide

Incident	Parking Enforcement Officer	Parking Enforcement Supervisor	Account Manager	COO	President/CEO
Critical injury or death of an Inter-Con employee, on duty	•	•	•	•	•
Employee-caused death or critical injury of another person	•	•	•	•	•
Natural or man-made event requiring major increased commitment of Inter-Con resources	•	•	•		
Impending natural or man-made event with a high likelihood of heavy commitment of Inter-Con resources	•	•	•		
Natural or man-made event at a specific site that requires management response or direction	•	•	•		
Arrest, pending arrest or verified implication of any Inter-con employee in a crime	•	•	•		
Request by client for an immediate increase of personnel beyond reserves available	•	•	•		
Major law enforcement response to a client location - any cause	•	•	•		
Any event that may cause major media focus on Inter-Con	•	•	•	•	•
Unannounced or pending union activity at a client location	•	•	•		
Demonstrations, picketing, etc. by any group at a client location	•	•	•		
Arrests made by Inter-Con Officers, supervisors, and managers	•	•	•		
Arrest by law enforcement agency of any person at a client location	•	•	•		
Missing or stolen company equipment	•	•	•		
Malfunctioning equipment	•	•	•		
Damage to company equipment	•	•	•		
Special service request	•	•	•		
Political events that may affect Inter-Con (local, national)	•	•	•		
Political events which may affect Inter-Con (international)	•	•	•		
NO CALL / NO SHOW	•	•	•		
CALL OFF	•	•	•		
OPEN POST (unable to confirm Officers on post after exhausting all other measures)	•	•	•		
DISCIPLINARY ACTION-sent home/removed from post	•	•	•		
<i>When in doubt</i>	•	•	•		

WORK PLAN

Inter-Con thoroughly understands the City's defined Scope of Work and has the technical capability to meet as well as exceed all of its requirements. Inter-Con's Project Methodology was developed in direct response to the City of Alhambra's RFP and is based-off of our experience supporting clients with similar needs. To ensure attainment of our strategic goals, we plan on executing our plan in three phases that align to the project lifecycle: Project Initiation, Project Execution and Project Maintenance.

PROJECT INITIATION

STEP 1 - PROJECT/FORCE TRANSITION

Inter-Con has successfully executed hundreds of contract transitions. We understand the critical and sensitive nature of transitions within a highly regulated environment like the City and are committed to fully transitioning within 30 days.

Implementation Timeline

The City-specific Implementation Plan will be put into action immediately upon contract award. Members of Inter-Con's Transition Team, as well as the City's assigned AM will

meet with the City's Security Team to discuss the transition and address any improvements desired. We understand the critical and sensitive nature of transitions and are committed to a full assumption of operations within 30 days. Our Account Management Team will be intimately involved in the transition to ensure all needs are addressed and that we retain as much of the approved incumbent staff as possible.

Figure 4: Graphic Timeline of City of Alhambra Transition Activities

ID	Tasks	Duration	30 Day Transition		
			10	20	30
1	Activate Transition Team	1 Day			
2	Notify & Activate Key Personnel	1 Day			
3	Hold Post Award Conference	1 Day			
4	Screen Incumbent Personnel	15 Days			
5	Recruit & Screen New Applicants	30 Days			
6	Submit Approved Application Packages & Hire Personnel	10 Days			
7	Acquire Required Equipment and Software	15 Days			
8	Conduct Initial Transition Team Meeting	1 Day			
9	Hold Weekly Meetings	30 Days			
10	Review Existing Operational Processes	15 Days			
11	Review Incumbent Personnel Information	10 Days			
12	Secure Approval for Training Programs	10 Days			
13	Submit Licenses, Permits and Insurance	2 Days			
14	Brief Incumbent Personnel	3 Days			
15	Conduct On-boarding Training for New Personnel	30 Days			
16	Submit Final Transition, QAP & Contingency Plans	15 Days			
17	Conduct Initial Threat Assessments for Assigned Locations Review Existing Posts, Procedures, Deliverables, Data & Regulations	10 Days			
18	Conduct Orientation Sessions with Personnel	5 Days			
19	Inventory Client-Furnished Property	10 Days			
20	Inventory Inter-Con Furnished Property	10 Days			
21	Implement all Software Tools/Updates	20 Days			
22	Issue Equipment	30 Days			
23	Hold Final Transition Meetings	5 Days			
24	Commence Operations	2 Days			
25	Monitor & Review Transition Activity	30 Days			

Figure 5: Inter-Con's 25-Step City of Alhambra Implementation Activities

Step	Transition Details
1	Activate Transition Team: Inter-Con will assemble and brief the Transition Team, as well as on-call support from corporate management.
2	Notify and Activate Key Personnel: Upon receipt of the notice of award, Inter-Con management notifies key management personnel and any approved suppliers.
3	Hold Post-Award Conference: Inter-Con will meet with the City representatives to discuss specific Phase-in Plan items.
4	Screen Incumbent Personnel: Inter-Con's Transition Team and management will identify individuals within the incumbent security force to retain. In coordination with the City, and after discussing proposed compensation levels with incumbent personnel, we will make a sound projection of the number of new personnel that need to be recruited, screened, cleared, and

	trained prior to the planned contract start-up date to meet all requirements. Inter-Con recruitment is an on-going effort that will continue after contract startup.
5	Recruit and Screen New Applicants: Inter-Con individually interviews all applicants. All applicants are screened through Inter-Con's 7-step process to evaluate reliability, honesty, positive work attitudes, and medical and physical fitness, as well as the City-required screening procedures necessary to receive a favorable vetting. Inter-Con assures the City that all employees meet the requirements outlined in the RFP.
6	Submit Approved Application Packages & Hire Personnel: Qualified applicants are selected by Inter-Con's HR team for hiring. To facilitate contract administrative needs, including transition, Inter-Con employs dedicated personnel to assist in the submission and maintenance of suitability and clearance determinations. We will utilize an Administrative Specialist to ensure contract requirements pertaining to personnel recordkeeping and documentation are completed, organized, and available for the City inspection and review. Our Administrative Specialist will also draft and submit a list of all Contract employees, their respective Contract start dates, shift assignment, and position identifying part-time or full-time status.
7	Acquire Required Equipment and Software: Inter-Con coordinates and documents the acquisition of all equipment and software.
8	Conduct Initial Transition Team Meeting: Upon receipt of the notice of award, the Inter-Con team conducts initial meetings with the City representatives to discuss the transition approach and timeline, and incumbent personnel outreach activity.
9	Hold Weekly Meetings: Inter-Con's Transition Team and Key Personnel meet (weekly, or more often, as appropriate), with the City representatives during the Phase-in period to track current and future milestones.
10	Review Existing Operational Processes: Inter-Con's Transition Team meets with the City representatives to identify operational and administrative obligations for the new contract and to discuss any required changes to existing security processes and programs.
11	Review Incumbent Personnel Information: Inter-Con will request copies of incumbent personnel training records and administrative files from the outgoing contractor.
12	Secure Approval for Training Programs: Inter-Con management obtains the City approval of a detailed training plan, to include syllabi, schedules, locations, and trainers. The training plan will include primary and make-up dates. An on-the-job training plan will be included.
13	Submit Licenses, Permits and Insurance: Inter-Con management submits to the City valid documentation and licenses as requested.
14	Brief Incumbent Personnel: Inter-Con explains new contract and any relevant changes to current personnel and will encourage them to remain with Inter-Con.
15	Conduct On-boarding Training for New Personnel: Inter-Con trains new personnel according to approved plans, uploading training certificates in Inter-Con's Learning Management System within 5 working days after successful completion.
16	Submit Final Transition, QAP & Contingency Plans: Inter-Con's Transition Team reviews and refines the Transition Plan and collects additional information regarding specific assignments. The final Transition Plan will be submitted at the Post-Award Conference, which is scheduled per the City preference.
17	Conduct Initial Threat Assessments for Assigned Locations Review Existing Posts, Procedures, Deliverables, Data & Regulations: Inter-Con's Security Subject Matter Experts and members of the Transition/Account Management Team will conduct preliminary site threat assessments to establish new baselines from which our security program will operate off of. All existing Posts, procedure, deliverables, as well as Data & Regulations will be reviewed for compliance and opportunities for enhancement. Any modifications to Post Orders, SOPs, deliverable templates will be agreed upon and implemented before the completion of the 30-day transition period.
18	Conduct Orientation Sessions with Personnel: Inter-Con management conducts orientation sessions with all new personnel.
19	Inventory the City -Furnished Property: Inter-Con completes an inventory of the City -Furnished Equipment with designated the City representatives. Inter-Con's Management Team accepts all the City -Furnished Property, supplies and equipment and confirms receipt upon contract assumption. Inter-Con also conducts a full inventory of all the City -Furnished Property, immediately after assumption of the contract and provides the results of the inventory to the City within 10 working days of the start of the contract.
20	Inventory Inter-Con Furnished Property: We conduct an inventory of Inter-Con Furnished Property and provide it to the City on the contract start date. Inventories will be conducted on a quarterly basis, to include all Inter-Con furnished equipment, uniforms, and non-expendable supplementary equipment.
21	Implement all Software Tools/Updates: Led by our Technology Interfacing Guard for the City, our Account Management Team will assess all existing the City and incumbent software tools to gauge operability and identify opportunities for improvement. Once the assessment is completed, all the City stakeholders will be briefed of our findings and all necessary software updates, changes, or procurements will be executed.

22	Issue Equipment: The Transition Team schedules distribution of equipment to new and existing personnel as necessary. Personnel are instructed in policies regarding use, return, and disposal of those items. The Transition Team conducts inspections of personnel in uniform to verify the correct wear of equipment.
23	Hold Final Transition Meetings: During the final days of the Transition period, Inter-Con's Transition Team and other Key Personnel begin daily meetings with the City representatives to discuss the final steps of the transition. A final meeting will be held the day prior to commencement of operations to achieve closure on remaining issues.
24	Commence Operations: Inter-Con assumes full responsibility for operations, in accordance with the City's schedule.
25	Monitor and Review Transition Activity: During the transition period, Inter-Con's corporate leadership will monitor and review contract performance through daily reports and schedule weekly "QBR-style" meetings. In addition, the Inter-Con Transition Team and Inter-Con's Transition Officer will maintain regular communications with the City staff to monitor and guarantee the quality of the services provided to the City throughout the life of the contract.

RETAINING EMPLOYEES

Retaining incumbent personnel and their wealth of experience as well as institutional knowledge is our highest priority. Inter-Con makes sure that all qualified incumbents have the opportunity to remain on the new contract. All personnel will be offered an opportunity to remain on the contract and must complete Inter-Con's online application as well as provide supporting documentation, such as their training records and relevant credentials. They will then have an in-person interview with Inter-Con's assigned Management and HR teams. Interviews will be conducted during off-duty hours and after contract award to ensure no adverse effect on the out-going vendor. During the interview, the applicant will be evaluated for their qualifications and interest to remain on the program. We will employ all incumbent personnel who meet contract requirements, pass Inter-Con's onboarding process, and receive favorable endorsements from the City.

Inter-Con frequently achieves incumbent capture rates of more than 90% and has successfully transitioned numerous contracts with similar scales and requirements as the City without ever having an issue staffing posts. This is achieved by incentivizing incumbent staff to remain on the contract as well as by engaging in open and ongoing communication, with clear communication about the opportunities Inter-Con provides. Offering compelling salary and benefits is essential to retention, and it is the policy of Inter-Con that we match or improve compensation for any follow-on contracts. To ensure there is no adverse effect on the workforce, we honor their original hire date in the calculation of benefits. This ensures a motivated work force that feels recognized and rewarded.

COMMUNICATION STRATEGY

Initial communications with the workforce are critical to high retention rates and fostering positive relations. Members of Inter-Con's Account Management and HR Teams will be on-site from Day One of the transition to interact with the workforce in-person. We find that this relieves any anxieties that the existing security force might have and improves retention. Inter-Con's communication strategy communicates the following:

- Application and vetting process
- Milestones and objectives
- Weekly updates through transition newsletters, updates, and employee portal
- On-boarding engagement policy through direct emails to incumbent employees
- Access to HR concierge hotline for any questions employees might have

Inter-Con will be responsible for direct employee communication and associated outreach activities starting from contract award. We will have the following communications with the incumbent security force:

- **Contract Award:** Flyers, transition FAQ, website announcement, incumbent employee portal link, and breakroom postings (with City approval), site visits and introductions.

- **Day 1:** Inter-Con representatives are on-site so that they may immediately conduct transition briefings for all affected staff.
- **Weekly throughout Transition:** Transition newsletters, updated FAQ, employee specific wage and benefit notices, updated postings on Inter-Con's website and employee portal.
- **Within First 30 Days:** In-person interview of all incumbent staff approved by the City, with every Officer applying to continue on the new contract.

INCENTIVIZING RETENTION

Inter-Con has successfully transitioned numerous contracts with similar scales and requirements as the City of Alhambra, having never experienced an issue staffing posts. We frequently achieve incumbent capture rates of 90% or more by recruiting incumbent staff and engaging them in open and ongoing communication, with clear discourse regarding opportunities with Inter-Con and an emphasis on the continuity of services and lack of disruption. Offering compelling salary and benefits is essential to retention and is the standard policy Inter-Con follows to match or improve compensation for any follow-on contracts. To ensure there is no adverse effect on the workforce, we honor their original hire date in the calculation of benefits. This ensures a motivated work force that feels rewarded and recognized for their service. Our retention efforts are further boosted by additional benefits such as our awards program, college assistance, and flexible scheduling.

STEP 2 - RECRUITING & SCREENING

To ensure full compliance with requirements pertaining to the qualifications of our security personnel, Inter-Con's recruiting and screening experts will utilize a "Requirement Checklist" to identify, recruit, and evaluate candidates. Inter-Con will hire personnel who possess the right qualifications for the City effort and exhibit a professional appearance and demeanor at all times. We have added and expanded upon City baseline requirements to create a comprehensive Officer requirement checklist. Please see **Figure 6** below for more details.

Figure 6: City of Alhambra Officer Requirement Checklist

Minimum City of Alhambra Requirements for All Personnel	
Baseline Requirements:	• Must be 18 years of age or older. • Be a U.S. citizen or legally authorized to work in the U.S. • Always present a professional appearance and demeanor • Must be fluent in English and be able to communicate with the public in a face-to-face setting, by telephone, and by two-way radio. • Must be able to read, interpret, and implement written instructions/Post Orders, understand and follow oral instructions, and assimilate specialized training. • Must be able to prepare written documents in the English language. • Must be mentally alert and capable of making decisions in accordance with rules, regulations and policies. • An ability to maintain poise and self-control under stress • Must possess a valid class "C" State of California driver's license • Possess all current State of California, Consumer Affairs, guard requirements
Additional Inter-Con Requirements for All Personnel	
Education:	• Must have a high school diploma or GED equivalency.
Soft Skills:	• An ability to be courteous, neat, helpful, and considerate to all with whom they interact
Office Skills:	• Have basic knowledge of word processing, spreadsheet programs, data entry and operation of multiline telephone
English Proficiency:	• Must demonstrate ability to read, understand, and apply rules, detailed orders, instructions, and training materials in the English

	language. Retain the ability to construct and write clear, concise, accurate and detailed reports, as well as, communicate effectively, clearly, and concisely in English
Screenings:	• Successfully pass pre-employment drug screening and submit to random drug tests during contract duration. • Successfully pass criminal and background check
Security Requirements:	• No criminal violations • Unprofessionalism is not allowed and grounds for removal from consideration • Maintain a clean driving record with no history of alcohol or drug related offenses and no more than three traffic violations in the last five years. • Present satisfactory references and employment history

Inter-Con's sourcing and selection processes, coupled with our world-class training facilitated by our West Coast Training Academy, ensure that the highest degrees of service standards are continuously maintained for the City. Based on our first-hand experience in similar security programs, we understand that a primary focus must be placed on sourcing and selecting the right people for the City. Our selection standards ensure that all Parking Enforcement Officer candidates are physically fit, professional, and exhibit the characteristics of a highly trained and prepared security professional. Inter-Con ensures that our exhaustive recruitment process helps identify the best people for the job who are superbly trained, influenced, and guided by our company values. Inter-Con's focus on people starts at the very top, is passed down to our always accessible senior management, through our expert Supervisors, and to the Officers on the job.

EVALUATION PROCESS

Inter-Con has 48 years of experience recruiting for high-requirement security programs for similar clients such as the Cities of Arcadia, Azusa, Covina, Glendora, La Verne, Pasadena and San Gabriel. We understand that communicating directly with the City during this process ensures that all steps are completed in alignment with the City's mission. Serving as a Pasadena-based company, our designated Recruiting Team has also established deep relationships with local employment sources, including military bases, law enforcement organizations, local colleges and universities, and community organizations and have a fully embedded connection to local and regional job sources, such as job fairs. Our recruiters are experts in using online resources, including social media, to ensure that we are drawing from the largest and most qualified labor pool of potential candidates.

We have invested heavily in developing best-in-class recruiting processes and infrastructure to ensure effective and efficient talent identification, attraction, and evaluation. Once implemented, our recruiting and screening methodology will provide:

1. A long-term, dependable Officer force with limited turnover
2. Rapid personnel replacement capabilities
3. A large pool of qualified, trained, experienced Officers prepared to accommodate any temporary or surge force needs

Inter-Con follows a 7-step process for recruitment, evaluation and selection of Officers for the City, as shown in **Figure 7**, and as described below.

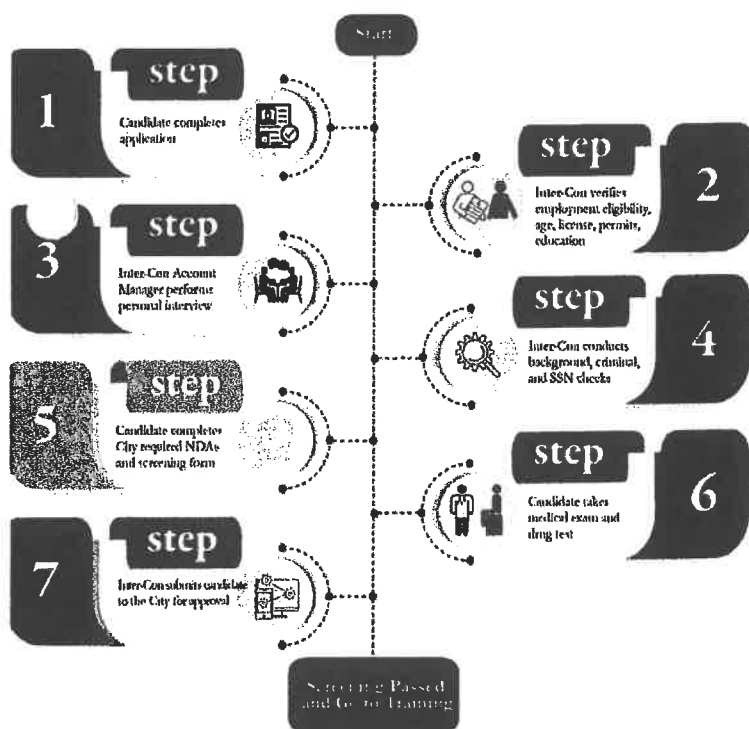
Step 1: Application Process – Candidates who respond to recruitment efforts will remotely complete their application online (and submit electronic resume) or arrange a time to come into our local office to do the same. All applicants are screened to determine whether they possess the general qualifications of the City contract and the specific position requirements. If the applicant does not meet those requirements, the application process terminates. If the applicant meets the requirements, a time is scheduled for a personal interview.

Step 2: Information Verification – Inter-Con’s Recruiting Team will perform a preliminary verification check to confirm the status of applicants’ employment history, age, relevant licenses/permits, and education.

Step 3: Personal Interview – If it is determined that the applicant meets the required standards, they will be scheduled for an interview with a designated manager and be evaluated on the following:

- Knowledge of specific job and job-related topics
- Experience
- Communication ability; specifically, command of the English language
- Interest in the position and the Inter-Con organization
- Overall motivation to succeed
- Appearance and habits
- Poise, insight, and alertness
- Interpersonal skills
- Ability to deal with the public

Figure 7: 7-Step Recruitment Process



Step 4: Background Investigation, Drug Screening & Physical Exam – Inter-Con will use CredentialCheck or the City’s preferred provider to conduct a background investigation for each employee applying to work on the City contract. Before performing a background check, Inter-Con will make all disclosures and obtain all consents required by applicable laws, including the Fair Credit Reporting Act.

In addition to the background investigation, Inter-Con will conduct a 7-panel drug screening and physical exam for each applicant.

Step 5: Reference Verification – Inter-Con performs reference checks to confirm veracity of applicant’s resume and relevant professional claims.

Step 6: Complete City Furnished Forms – If it is determined that the applicant meets the required standards and maintains a background consistent with City contract eligibility, the individual will be scheduled for a follow-up meeting with an Inter-Con Recruiter who will assist in the preparation of all required City and Inter-Con application/new hire forms. Each of the forms will be reviewed for completeness and accuracy prior to final inclusion in the hire package and final requests for approval. If approved, the applicant will be issued a “conditional” offer of employment. The offer is conditioned upon the successful completion of drug testing with acceptable results.

Step 7: Candidate Submitted to the City for Approval – Upon successful completion of the previous 6 Steps, a candidate’s application package will be submitted to the City for final approval.

PROJECT EXECUTION

After completing the initial recruiting and screening processes, Inter-Con begins to staff and train our Officers, as well as ensure they are properly outfitted with the City-aligned uniforms and equipment.

STAFFING PLAN & DEPLOYMENT SCHEDULE

Inter-Con's Staffing Plan strives to find a balance between ensuring the availability of qualified and trained personnel to fulfill the staffing needs of the City without having excess personnel that incur training, uniform, and personal equipment costs. Inter-Con is aware that staffing requirements will vary during the course of the year and during the course of the agreement with the City. Inter-Con has analyzed the staffing requirements for the City and developed daily and weekly models designed to continuously track staffing levels to maximize efficiencies of operation and to provide a stable workforce of knowledgeable and skilled Parking Enforcement Officers.

As a general principle, Inter-Con expects to maintain a force comprised of 25% Full-Time (FT) employees and 75% Part-Time (PT) employees for City site. Our experience with similar clients has validated this ratio as ideal for maintaining coverage through vacation leaves, training, military obligations, emergency leaves, and illness. This ratio is a baseline that we adjust according to the unique needs of each site. Our goal is to ensure with 100% certainty our ability to staff every City post requirement. Please find our staffing matrix below.

Staffing Plan				
Position	Planned HPW	Full-Time Personnel	Part-Time Personnel	Total Personnel
Night Parking Enforcement Supervisor	28	0	1	1
Day Parking Enforcement Supervisor	40	1	0	1
Night Parking Enforcement Representative	112	0	6	6
Day Parking Enforcement Supervisor	110	2	2	4

The combined availability of 9 PT Parking Enforcement Officers provides 430 additional weekly hours above the RFP maximum estimated requirements, enough to easily provide necessary coverage for any unanticipated changes in staffing. All Part-Time Parking Enforcement Officers will provide productive hours in the work schedule each week. Inter-Con regularly schedules PT personnel to ensure that each Officer remains familiar with the post requirements and actively engages with members of supervision whose main task is further developing and enhancing the security awareness and ability of each Officer assigned to the City contract.

ESTABLISHING AND MAINTAINING WORK SCHEDULES

The Inter-Con RMS will give our Supervisors and AM real-time management of all post assignments in real time, ensuring 100% coverage. Our RMS utilizes advanced asset tracking models and comprehensive datasets to accurately forecast seasonal deployments and emergency response demands. This approach ensures contract compliance while simultaneously delivering highly trained, properly uniformed, and equipped officers at the lowest cost. Inter-Con recently invested further in a new Data Analytics Team to augment our data tracking, gathering, and using analysis capabilities to better streamline processes and further reduce costs for the City. This investment will greatly enhance our staffing efforts for the City.

Inter-Con supports our Officers with scheduling systems that ensure continual coverage and prevent dark posts. We enter all posts into our RMS system to begin the scheduling process, scheduling all posts three weeks in advance. To avoid any double staffing and overworking issues, the RMS scheduling program is equipped with name recognition

systems and prohibits the scheduling of Officers who have worked in excess of 12 hours in a 24-hour period. This mechanism ensures that each Officer receives an off-duty rest period of no less than 8 hours between shifts and can incorporate any contract-specific requirements regarding rest periods.

As Officers are assigned to posts, the system tracks the assigned hours of coverage and times, as well as all payroll and invoicing items. Our state-of-the-art GSOC provides oversight over this process 24/7, transmitting notifications in real-time, either by email or phone. The GSOC maintains constant communication between Inter-Con Management, Supervision, and the Officers. In addition, our City aligned Post Orders provide a comprehensive notification plan complimented by primary and secondary telephone numbers, email contacts, and social media contact links, if necessary.

SUPERVISION

We know that great supervision is crucial to the success of the City program. All Inter-Con utilize their existing smartphones equipped with our mobile-device integrated software platform that allows Inter-Con to track Officers via GPS and utilize checkpoints via NFC tags read through a smartphone NFC reader. This solution helps our Supervisors maintain constant contact with each posted Officer, allowing real time identification and resolution of operational issues as well as real-time post accountability. Inter-Con's onsite dispatchers and GSOC can monitor geo-fenced posts and react to alarms based on Officer behavior on post.

UNINTERRUPTED PROTECTION VIA INTER-CON'S RELIEF PLAN

Properly planning and providing relief are essential to ensuring all Officers stay alert and focused on the security mission. Inter-Con will provide each Officer with two paid ten (10) minute breaks and one unpaid thirty (30) minute meal break per 8-hour shift. We have not priced in the cost of a dedicated breaker force to relieve personnel. Our assumption is that all personnel will be allowed to take rest and meal breaks as mandated by California state law utilizing existing scheduled personnel on a rotating basis to ensure continuity of coverage.

This plan ensures Officers at posts requiring relief can have rest and meal breaks as required while their posts are continuously covered. The AM and Supervisors are responsible for overseeing the relief schedules during their assigned shifts. The AM, through periodic inspections and regular communications with the individual Supervisor, will make certain that each post is staffed continuously while ensuring that all Officers receive their required breaks. To maintain proper security levels, the Supervisors will ensure that no Officer shall leave their post until properly relieved.

TEMPORARY ADDITIONAL SERVICE (TAS) SURGE CAPABILITY RESERVE FORCE IMPLEMENTATION

In our 48-year history, there has never been an occasion when Inter-Con was unable to mobilize additional staff when requested by a client. Although Inter-Con is not pricing in variable work explicitly, we can provide immediate, temporary, emergency, and special event coverage for the City as requested, ensuring continuity of operations during emergencies, special events, and potential work stoppages.

Through the coordination and efficient staffing of Inter-Con's permanent Full-Time (FT) and Part-Time (PT) Officers, all long-term and short-term requests for security services will be staffed exclusively with Inter-Con employees specifically trained in the City's requirements and needs. Inter-Con's staffing model developed for the City of Alhambra Parking Enforcement Program will provide for an overtime and flex surge capacity of 430 hours of TAS per week. These are the same City Officers that are fully trained, vetted, and assigned to work at the City on a day-to-day basis. Our reputation for successfully supplying staff to meet client needs is attributable to our commitment to forging an intimate appreciation for their operations and consistently ensuring the right Officer is at

the right place at the right time. In addition, our ongoing efforts to accurately forecast seasonal deployments and to create emergency response models have resulted in us maintaining a comprehensive Staffing Matrix which helps us achieve extremely high compliance levels with contract staffing requirements. Finally, our growing investment in, and utilization of technology and data analytics will pay significant dividends to both the City and Inter-Con in the form of improved security and greater cost savings.

PROJECT MAINTENANCE

STEP 1 - TOTAL QUALITY MANAGEMENT

Inter-Con is responsible for the overall Quality Assurance of Standard and Temporary Additional Services. Our plan specifically addresses many key points through training, expert administrative, and management controls; regular internal audits; daily communication with the City; active supervision; unannounced inspections by experienced Managers and Supervisors; and reviews of all relevant skill proficiencies, such as: access control, alarm monitoring, issue escalation, and customer service. The unbiased measurement and tracking of KPIs are also critical to our Quality Control Plan (QCP).

Inter-Con is focused on providing a Total Quality Management (TQM) approach to managing our City relationship; one which emphasizes a continuous series of analyses and improvements resulting in unparalleled quality assurances. In fact, we have invested heavily in a best-in-class Data Analytics Team to further enhance our performance. Our AM will lead that effort and work with the City to define and meet mutually agreed upon performance metrics to ensure full compliance with all requirements listed in its SOW.

We systematically collect metric-based data necessary to consistently improve the effectiveness and efficiency of security operations, measuring such indicators as attendance, promptness, appearance, and record keeping. Inter-Con will share results gathered through this process with Caltech and will provide them to our AM and Supervisory staff to identify opportunities for program enhancement. Both announced and unannounced inspections are scheduled at each Post and conducted by a combination of the AM, who are readily available, will ensure additional opportunities for improved performance are evaluated on a higher level and are fully integrated into the City of Alhambra parking program.

Through our custom-tailored QCP, every aspect of the security program will be continuously monitored by Inter-Con's AM whose Quality Control duties will include identifying performance objectives, correcting operational deficiencies, and ensuring satisfaction of performance requirements in accordance with the City's SOW and strategic planning.

ELEMENTS OF THE QCP

Inter-Con's Quality Control Program incorporates 6 distinct components which make up a continuous cycle of improvement through self-audit as illustrated in Figure 8.

Figure 8: Continuous Improvement Cycle



1. Training

Quality Control begins by ensuring that all Parking Enforcement Officers are fully trained in the duties and responsibilities of each post to which they are assigned. Inter-Con knows that proficiency in security is based largely on a combination of experience and a thorough training program designed to improve Officer's skills and knowledge. As such, we believe that intensive training at the individual and collective level forms the foundation of any successful security program. Working with City leadership, Inter-Con will establish the standards of performance that will set the benchmark for City facilities along with nearby sites and incorporate those standards into the training curriculum.

2. Inspection

Inter-Con conducts inspections at every post. Leadership analyzes reports, the quality of security services, and documentation, and reviews feedback from City leadership. Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with the quality metrics. Any noted defects are effectively addressed and corrected as quickly as possible. Routine reviews involve direct observation of security personnel performing their duties, interacting with City staff and guests, and maintaining logbooks and documentation. These routine reviews ensure compliance with regulatory standards. Inspections may be either announced or unannounced, and will occur at all posts, including supervisory, no less than once per month. Inter-Con's AM will establish a schedule to provide for random audits for each shift throughout the period. Any noted critical deficiencies will be corrected within eight (8) hours, while non-critical deficiencies shall be corrected within 48-hours. Any findings shall be reported to the City with proposed immediate or timely corrective actions.

The measurement and tracking of KPIs are critical to Inter-Con's QCP and improvement efforts. All relevant information will be passed up and down Inter-Con's project organization. These efforts will serve as a source of recommendations and ideas for improvements in operations and as impetus for further training, testing, and review. Our Quality Control efforts are designed to mirror the operational and administrative requirements of the City contract, so that any negative trends or deficiencies will be addressed and corrected in a timely manner.

On a regular basis, Quality Control Post Inspections will be used to inspect the following:

- Responsibilities of all Parking Enforcement Officers
- Uniform and grooming appearance of all Parking Enforcement Officers
- Maintenance of equipment and uniforms
- Attendance (sign-in and sign-out checks)
- Knowledge of applicable post orders
- Knowledge of and adherence to reporting requirements
- Knowledge of and adherence to City equipment operating procedures
- Possession of appropriate certifications, licenses, permits, and identification cards
- Other elements of contract performance

3. Testing & Drills

As part of our Quality Control efforts, Inter-Con places special emphasis on unannounced emergency reaction drills that mimic real world conditions. These drills assess the understanding of duties, improve response effectiveness, and train personnel for possible contingencies. All emergency operational drills will be coordinated in advance with the City and local site management to avoid disruption or unnecessary confusion. Inter-Con regularly practices such drills and will provide detailed analyses to City leadership, if desired. With the approval and coordination of City site management, Inter-Con's AM, Training Team, or Supervisor will periodically conduct real-world alarm tests, emergency drills, and other exercises at City facilities. Inter-Con will maintain accurate records of these training examination results as well as any results from examinations administered during the screening process. These results will be readily available for inspection by City's designee and will help our Training Team determine if additional training or changes in policies and procedures are necessary.

4. Evaluation

Evaluation and Review processes are the cornerstones of any effective QCP. Evaluations are conducted through roll call, field and equipment inspections, and performance

evaluations in the form of drills and tests. Reviews of QCP findings and contract policies and procedures confirm results as well as verify policy and procedure effectiveness.

5. Reporting

All Officers are taught that following instructions, and properly completing forms and reports are the written requirement of their job. These reports and records are necessary for the Officers to get paid, to understand and perform their duties, and to bring charges against offenders. Inter-Con security personnel will electronically submit accurate records of all incidents and activities in a Daily Activity Report (DAR). We know that keeping meticulous records and reports is crucial to the smooth operation of a security program. Accordingly, Inter-Con personnel will receive rigorous training in maintaining a visitor's log, daily log, alarm monitoring log, and delivery manifest log, as well as how to concisely and accurately write security reports as required. Per the RFP, Officers will also be required to prepare required orders, instructions and reports to include reports regarding accidents and fires. In addition, we will develop an Officer acknowledgement and comprehensive receipt form that incorporates the City's Standards of Conduct requirements for Officers. Inter-Con will adhere to the City's Sexual Harassment Policy as well as post our own Sexual Harassment Policy in conspicuous places within posts and security booths.

The Inter-Con reporting process involves each level of supervision and management in the review and response sequence. Key findings and after-action reports are reviewed by the City AM, who then provides feedback and direction based on these findings and actions to all Supervisory staff.

6. Corrective Action

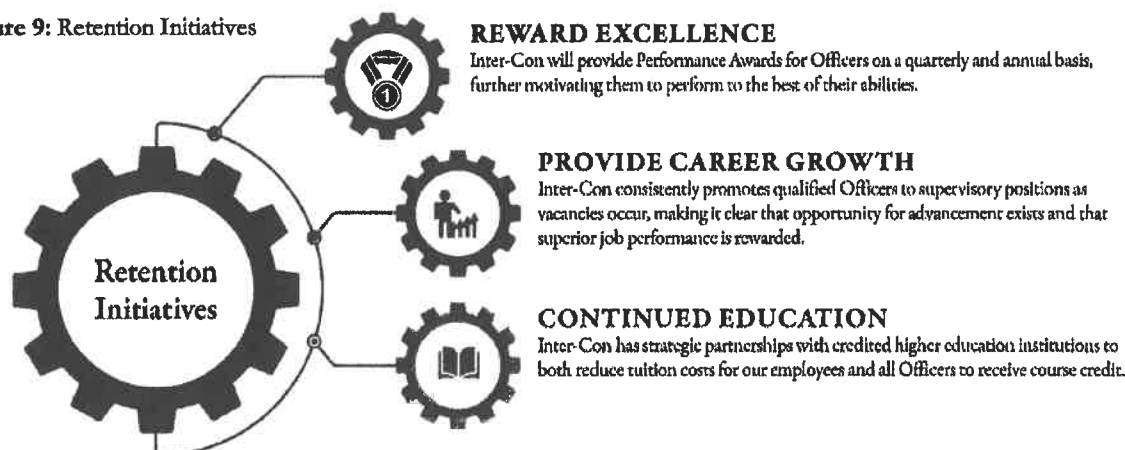
Inter-Con's QCP is enhanced through emphasis on taking corrective action and revising training and security procedures if deficiencies are discovered. Therefore, all reports submitted regarding Inspections or Drills and Tests will indicate corrective action recommendations. Corrective Action Follow-up Reports, developed by our Supervisor and/or Managers, confirm that the corrective action was implemented successfully. Inter-Con's contract management will monitor all corrective actions taken. Just as it is vital to staff a security force with trained professionals, it is also critical to provide Officers with clear direction in their specific duties, establish productive lines of communication, and monitor performance. All corrective actions will be recorded and included in our Monthly, Quarterly, and Annual Progress Reports to the City.

STEP 2 – EMPLOYEE RETENTION

REWARD EXCELLENCE

Inter-Con will ensure that annual performance and tenure bonuses are provided to all deserving Officers. Additionally, our Performance Awards Program will further display the value and recognition we place on the accomplishments and tenure of our employees into action. The Program acknowledges and publicly rewards the dedication and hard work of our security and safety teams; this is a cornerstone of motivating and retaining our future employees. This Program is designed to shine a spotlight on Parking Enforcement Officers and Supervisors whose performance prove exemplary at quarterly and annual intervals. Inter-Con will direct its AM and Supervisors to publicly recognize and award personnel for excellence in the performance of their duties.

Figure 9: Retention Initiatives



CAREER GROWTH

Inter-Con identifies promising talent and provides driven men and women with clear paths to career development. To further augment the City's security force, we propose to formalize the succession planning and career development process by incorporating salient performance metrics and discussion points in our Quarterly and Annual reports to the City. In these reports, our AM will identify all high-performing Officers and track their performance, keeping a transparent record of achievement, conversations, and possible promotion opportunities available for the City's review.

Once an opportunity for advancement presents itself (either through the creation of a new position or the need to fill a vacancy), the AM will refer to their shortlist of potential candidates to ensure a timely and informed promotion decision is made. Once a candidate is selected, we will oversee a 2-week succession period that will ensure a smooth transition for the qualified personnel as well as the hiring of a replacement for their role.

CONTINUING EDUCATION BENEFITS

Inter-Con employees enjoy discounts at select colleges, like The University of Phoenix. In addition, we provide an added incentive for our personnel (one which has significant value in increasing morale) through Inter-Con's **Continuing Education Assistance Program (CEAP)**. After meeting certain course criteria prerequisites, City of Alhambra security personnel attending local colleges and universities are encouraged to enroll in CEAP, which provides financial support for the purchase of books or other class materials. Inter-Con will recognize their educational pursuits by affording City personnel who qualify with the opportunity to be financially supported on their path to improving their careers with our organization.

COSTS ANALYSIS

Please refer to the **Price Narrative** for our detailed costs analysis, identifying specific positions and detailed hourly rates and service rates for a three-year period, with costs for each of the three years.

UNIFORM, EQUIPMENT, AND VEHICLES

Inter-Con understands that our Parking Enforcement Officers are highly visible of the City and they must reflect positively on Alhambra. Accordingly, it is critical that uniforms and equipment be in professional and presentable shape. All Officers will be properly attired in City approved uniforms will be required to carry and clearly display on their person; a photo identification card issued by our onsite senior security personnel. To assist our Account Management and Supervisory teams with the proper control, maintenance, and reporting of inventory, Inter-Con's Procurement and Logistics Manager, Mr. Adilgazy Azymbek, will serve as the Property Accountability Officer for this contract. He will assist in the drafting and submission of all required inventory reports and provide guidance on

the proper storage and upkeep of property. Mr. Azymbek will monitor and support all reports of malfunctioning or deficient vehicles or equipment and assist the Project Manager in arranging for replacement or maintenance. Any malfunctioning equipment will be reported to the Account Manager and Mr. Azymbek by the end of the shift, if not immediately depending on its importance to the mission. Additionally, Mr. Azymbek will ensure that all necessary manuals, books, guides, and forms are provided and accessible to the Officers.

Uniforms & Equipment	
Item	Quantity
Polo Shirt	3
Trousers	2
Bomber Jacket	1
Parking Safety Vest	1
Belt	1
Duty Belt	1
Keepers (4 Pack)	1
Shoes	1
Baseball Cap	1
Badge	1
Nametag	1
Flashlight	1

In alignment with the RFP and SOW, Inter-Con has priced the following fleet of vehicles to fulfill the requirements of this contract.

Vehicles	
Vehicle Type	Quantity
Sedan, Nissan Versa, 2021	5

IN-SERVICE PERSONNEL TRAINING

Inter-Con will provide its Officers with customized training specific to each site and post. We know that our reputation depends on our success in continuously engaging our personnel with premium training content. Inter-Con's fully embedded approach to in-person and online training provides ample opportunity for our Parking Enforcement Officer to improve their skills and capabilities before and during their service to the City of Alhambra. This encompasses pre-assignment, on-the-job, and refresher training to ensure our employees are comfortable and capable in their operating environment.

Inter-Con's West Coast Training Academy, located in Pasadena, California, will be leveraged to fully support our training efforts. This Proximity to Excellence will allow our instructors to provide the majority of training on-site.

Having meaningful and frequent engagements with our workforce, enables us to further enhance the training experience for our security personnel. This is done primarily by providing every employee with easy access to our online **Learning Management System (LMS)**. The LMS portal facilitates a more efficient and effective test-taking and administrating process, in addition to storing all certifications.

TRAINING CURRICULUM

Inter-Con creates training content specifically designed to teach and reinforce client-specific issues. Our clients are invited to review and refine course modules as well as offered course performance tracking to analyze and improve Officer results. Please see our training section below, for an in-depth description of our required training. Fundamentally, Inter-Con's approach to training embraces the following:



Train Specific Tasks: Our instruction is focused on training and testing skill proficiency through repeated, practical drilling – not just delivering content through a classroom setting. Our students must perform at high levels to become Officers who will staff City of Alhambra Parking Enforcement posts.



Train to an Established Standard: At Inter-Con, we recognize how enforcing high standards assists management personnel in identifying and correcting training deficiencies. This deeper scrutiny in turn provides the City a more accurate assessment of the capabilities and quality of our Officers. Therefore, we have developed an objectively measurable performance standard to ensure each module is properly understood. In doing so, each Officer will have an exact understanding of what must be achieved by the end of each training period.



Train Realism: Our rigorous training program integrates realistic conditions in our courses by requiring our Officers to perform tasks under varying, sometimes hostile conditions. This training method allows us to instruct our Officers both as individuals and as team members in conditions modeled after the City's environment. This repeated, realistic drilling ensures that our lessons are reinforced with our Officers resultant success in the field.



Oversight: The City's instructional staff will be carefully monitored by our trainer and City of Alhambra AM to make sure the training provided is client-focused and effective, yielding positive results.



Training Updates: Inter-Con will assess and implement updates to our training curriculum on both a regular and an as-needed basis. Per our standard protocol, all curriculum will be reviewed and updated on an annual basis as part of a formal audit process conducted by our Account Management and National Training Teams. We ensure our ability to quickly administer key updates in response to new industry, federal, state, and local regulations as well as the needs of our client. If the City's security needs evolve, we will be able to immediately deliver.



Train Customer Service: We recognize that the City requires more than standard security protocols. In fact, we do as well. To provide exemplary service, we instruct our Officers on proper etiquette when interacting with personnel, residents and visitors of the City.

PRE-ASSIGNMENT AND CUSTOMER SERVICE TRAINING

Inter-Con will ensure each Officer receives training specific to the City of Alhambra Parking contract. All newly hired Parking Enforcement Officers will receive four (4) hours of training which will include, but not limited to: Information on parking statutes, laws, ordinances, regulations, and resolutions enacted by the Federal Government, the State of California, and the City of Alhambra; Parking enforcement programs and policies adopted by the City of Alhambra; Operation of equipment, including instruction on communications procedures, radio devices, citation devices, public relations, customer service, and conflict mitigation techniques; Tasks and responsibilities under regular and emergency operating conditions; Physical layout of the City; and Customer service and public relation.

ON-THE-JOB OR SITE-SPECIFIC TRAINING

Inter-Con ensures that all Parking Enforcement Officers are not just qualified and properly trained, but also fully prepared for the daily activities that accompany each post assignment. As detailed in the RFP, the City will support part-time contract employees for a 40-hour training period and full-time contract employees for an 80-hour training period.

LIST AND DESCRIPTION OF SUBCONTRACTOR(S)

Inter-Con does not plan on subcontracting any of this work.

A LIST OF QUALIFICATIONS AND EXPERIENCE OF YOUR COMPANY IN PROVIDING SIMILAR SERVICES IN THE PAST TWO YEARS

Inter-Con supports a wide variety of government and commercial clients throughout Southern California and beyond. Our Company has over 25 years of experience providing Parking Enforcement services for both on-street and off-street parking conditions for Cities in the greater Los Angeles area to include the Cities of Alhambra, Arcadia, Azusa, Covina, Glendora, La Verne, Pasadena and San Gabriel. As veterans in the security industry we are capable of supporting the City of Alhambra's Parking Enforcement program and are intimately familiar with all relevant parking engineering standards, specifications, policies, practices, and processes. For a comprehensive list of Inter-Con's current Parking Enforcement operations, please see Table 1 below.

Table 1: Inter-Con's list of municipal contracts

Contract Name	Description	Original Contract Start Date
City of Alhambra	Parking Enforcement	10/14/1996
City of Arcadia	Parking Enforcement	4/15/2007
City of Azusa	Parking Enforcement	7/1/2018
City of Covina	Parking Enforcement	12/26/2008
City of Glendora	Parking Enforcement	7/1/2008
City of La Verne	Parking Enforcement	2/19/2007
City of Pasadena	Parking Enforcement	7/17/2002
City of San Gabriel	Parking Enforcement	11/1/2005

REFERENCES

Inter-Con is the ideal security partner for the City of Alhambra. For the past 48 years, we have earned our reputation as the premier provider of customized, integrated, and innovative security solutions, tailoring each program to our client's unique needs and preferences. Inter-Con's density of parking enforcement and security operations in the greater Los Angeles area, as well as its intimate knowledge of each City's unique ordinance, positions us as the best partner for the City. When considered as a single umbrella operation, our local Parking Enforcement contracts, which entail over 60,000 annual service hours, require a degree of operational sophistication and capabilities that exceed those listed by the City or any other, individual parking enforcement contract. Inter-Con is thus clearly capable of effectively and efficiently supporting the City's parking enforcement program. The three (3) references below highlight Inter-Con's relevant experience and capabilities:

1. CITY OF ALHAMBRA PARKING ENFORCEMENT

Inter-Con was recently awarded the City of Alhambra Parking contract after their last vendor, Serco, was found to have failed in the performance of its service obligations. For the City of Alhambra, we are excited to forge a long-standing relationship as well as support the contract by providing all required personnel, management, supervision. Additionally, Inter-Con provides the City with materials to support all training and administrative support necessary for the Parking Enforcement contract. **Supported by 11 Officers, Inter-Con averages 10,700 hours of support annually. Inter-Con has proudly served as the City's Parking Enforcement partner since 1996.**

Name	Robert Arambula
Contact Title	Parking Officer, Traffic Division
Address	211 S. 1st St, Alhambra, CA 91801
Phone Number	(626) 570-5000
Email Address	rarambula@alhabrapd.org

2. CITY OF SAN GABRIEL PARKING ENFORCEMENT

Inter-Con provides all required personnel, management, supervision, training, equipment, and administrative support to perform Parking Enforcement services for the City of San Gabriel. The contract is supported by 5 personnel who average about 500 citations on a weekly basis. Throughout each year, Inter-Con's Officers provide on average 6,264 hours of support annually. Inter-Con has proudly served as the City's Parking Enforcement partner since 2005.

Name	Dan Gosserand
Contact Title	Sergeant, Traffic Division
Address	625 South Del Mar Ave, San Gabriel, California 91776
Phone Number	(626) 308-2860
Email Address	DG145@sgpd.com

3. CITY OF COVINA PARKING ENFORCEMENT

Inter-Con provides all required personnel, management, supervision, training, equipment, and administrative support to perform Parking Enforcement services for the City of Covina. The contract is supported by 4 personnel who average about 80 citations on a weekly basis. Throughout each year, Inter-Con's Officers provide on average 6,240 hours of support annually. Inter-Con has proudly served as the City's parking enforcement partner since 2008.

Name	Ryan Rasmussen
Contact Title	Patrol Sergeant
Address	444 N Citrus Ave, Covina, CA 91723
Phone Number	(626) 384-5665
Email Address	rrasmussen@covinaca.gov

INSURANCE

Inter-Con is fully insured to support the City of Alhambra. Our Certificate of Insurance can be found in the image below.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/7/2020		
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).						
PRODUCER SullivanCurtisMonroe Insurance Services (IRV) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670			CONTACT NAME: _____ PHONE (AAC, Bk, Ext): 949.250.7172 FAX (AAC, Mkt): 949.852.9782 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: Arch Insurance Company 11150 INSURER B: Navigators Specialty Insurance Company 42307 INSURER C: Technology Insurance Company, Inc 42376 INSURER D: _____ INSURER E: _____ INSURER F: _____			
INSURED Inter-Con Security Systems, Inc. 210 South De Lacey Avenue Pasadena CA 91105						
COVERAGES CERTIFICATE NUMBER: 58032032 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.						
LINE	TYPE OF INSURANCE	ADDL. COVS. (BND, RND)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$15,000 ☒ Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER: _____		BSPKG0072816	8/1/2020	6/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BSPKG0210810	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$10,000		BSPKG0150713	8/1/2020	8/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC3808655	8/1/2020	8/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Liability		SE20EXC084570IC	8/1/2020	8/1/2021	\$5,000,000 each occurrence \$5,000,000 general aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER Proof of Insurance				CANCELLATION 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 Linda Gonzales <i>Linda Gonzales</i>		
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved. 88032032 IFFR0001 20-21 ex./conc./add./carr./ccco Linda Macchini 10/7/2020 7:30:44 AM (PDT) Page 1 of 2						

LICENSES/CERTIFICATIONS

Please find below Inter-Con's certifications and license samples.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CALIFORNIA AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 988002
West Sacramento, CA 95798-8002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO5822
Receipt No. 4066

INTER-CON SECURITY SYSTEMS INC
210 S. DE LACEY AVE
PASADENA, CA 91105-4441

Valid Until: 11/30/2020

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named herein is issued a Private Patrol Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPPO 100015

THIS CERTIFIES THAT

Inter-Con Security Systems, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 561812

* Description of their products/services as defined by the North American Industry Classification System (NAICS)

02/01/2021
Issued Date

02/01/2022
Expiration Date

SC04033
Certificate Number

Adrienne Trimble
Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Credentia, Develop, Connect, Advocate

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

DULY AUTHORIZED OFFICER

Inter-Con's proposal is open and valid for at least 90 days calendar days from the date of required submission. The below listed individual is fully authorized to negotiate on Inter-Con's behalf in connection with this RFP:

Name: Neil Martau

Signature: 

Title: Chief Administrative Officer

Phone Number: (626) 535-2234

Address: 210 South De Lacey Avenue, Pasadena, CA 91105

Price Narrative

Inter-Con submits this offer in response to the City of Alhambra's Request for Proposal. Per the RFP, Inter-Con's proposal is valid for 90 calendar days after the bid submission deadline of 4/1/2021.

PRICING ASSUMPTIONS

Please note that our pricing is based on various assumptions that we have outlined in the section below. To the extent that the assumptions we have outlined are incorrect or need to be modified, we will work with the City of Alhambra to refine our pricing to reflect the correct information. These assumptions include:

WAGE RATES & COLLECTIVE BARGAINING AGREEMENTS

Inter-Con has priced wages and benefits at the level we believe necessary to perform the work outlined in this RFP. Our wages are based on market research, our own experience operating in these markets for clients we serve today, and our state-of-the-art compensation database tool, which provides us with wage datapoints for every market in the United States.

MODIFICATIONS & COLLECTIVE BARGAINING CHANGES

In the event that Inter-Con experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by the City of Alhambra hereunder or by or in respect of Inter-Con to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Inter-Con pursuant to applicable federal, state and/or local law, the Fees set forth in the Rate Table below and each subsequent Task Order shall be increased by percentage equal to the percentage increase in Inter-Con's costs resulting from the items set forth in this paragraph. Inter-Con will provide City of Alhambra notice of such change in the Rates. Notwithstanding anything to the contrary, Inter-Con may pass through the costs set forth in this paragraph to the City of Alhambra as incurred or accrued and the City of Alhambra shall pay CONSULTANT for such costs.

REST AND MEAL BREAKS

Inter-Con has not priced in the cost of a breaker force to relieve personnel. Our assumption is that all personnel will be allowed to take rest and meal breaks as mandated by state or local law. Rates are predicated upon the assumption that all personnel are either self-relieving or relieved by existing Inter-Con personnel on rotating basis where possible. To the extent that the City of Alhambra desires a full breaker force for all personnel we are happy to accommodate this and build this cost into our rates.

PROPOSED RATES

As discussed at the start of this narrative, we have priced wages at the level we believe necessary to perform the work outlined in this RFP. Our wages are based on market research and our own experience operating in these markets for clients we serve today. Because wage is such a large component of our cost, if the City of Alhambra feels that alternative wages are appropriate, we would welcome the opportunity to discuss compensation and revise our pricing accordingly.

RATE TABLES

Below, we provide our proposed bill rates.

Position	Year 1 Bill Rate	Year 2 Bill Rate	Year 3 Bill Rate
Night Parking Enforcement Supervisor	\$39.52	\$40.37	\$41.24
Day Parking Enforcement Supervisor	\$33.80	\$34.50	\$35.22
Night Parking Enforcement Representative	\$38.72	\$39.55	\$40.39
Day Parking Enforcement Representative	\$32.17	\$32.82	\$33.48

COMPONENTS OF INTER-CON'S BILL RATES

In the spirit of transparency, we have outlined the major components that comprise the rates presented above. Our pricing is customizable, and to the extent that the City of Alhambra desires an alternative approach to a specific cost item (such as Training, Vacation, Holiday, etc.), we are open to discuss and modify our rates accordingly.

COMPENSATION

Our wages are a factor of extensive market research into the level of compensation required by each position at each location to attract and retain high-caliber individuals who will thrive in the City of Alhambra environment and provide the **high-touch, high-quality, customer-service driven security that the City of Alhambra deserves**. These wages are based on market labor & wage data and our own experience in a variety of the listed markets.

Though we believe these are the optimal wages for each market, we would be happy to discuss and modify our rates accordingly to the extent that the City of Alhambra would like to realign compensation.

Position	Year 1 Compensation	Year 2 Compensation	Year 3 Compensation
Night Parking Enforcement Supervisor	\$23.75	\$24.34	\$24.95
Day Parking Enforcement Supervisor	\$18.75	\$19.22	\$19.70
Night Parking Enforcement Representative	\$22.75	\$23.32	\$23.90
Day Parking Enforcement Representative	\$17.75	\$18.19	\$18.64

PAID TIME OFF (PTO)

All full-time personnel will receive 40 hours of paid time off, and all part-time personnel will receive 24 hours of sick leave.

HOLIDAYS

All full-time personnel who work on a holiday will receive a holiday benefit aligned with holiday schedule below.

Recognized Holidays	
New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

MEDICAL INSURANCE

Inter-Con has included the cost of 60/40 Employer/Employee split individual medical insurance for **Parking Enforcement Representative and Supervisors**; however, we believe the most cost-effective solution to handling insurance premiums is to bill them as a separate passthrough. Because premiums are highly unpredictable across contracts, security providers must ultimately over-estimate the percentage of the population that will enroll in various insurance offerings to ensure that premiums are covered. When this figure is included in all-inclusive hourly rates, it leads to unnecessarily high costs for clients, who may end up paying for individuals who are not actually enrolled.

Under a direct passthrough, however, the City of Alhambra would only pay for employees that choose to enroll. We provide this service to many of our current clients and have found that it both protects our clients from unnecessary cost and provides further transparency into our rates.

PAYROLL TAXES & INSURANCE

Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation (WC), Liability Insurance, and Fidelity Bond.

TRAINING

Training will include the following hours, all fully burdened in our bill rates:

Position	Basic Training
Parking Enforcement Supervisor	4
Parking Enforcement Representative	4

In addition to the above training, all full-time personnel will receive 80 hours of training and all part-time personnel will receive 40 hours of training. As stated in the RFP, the City of Alhambra will compensate employees for the 40 hour and 80-hour training period.

UNIFORMS & EQUIPMENT

We have priced the following uniform, though we can work with the City of Alhambra to revise the uniform specification, if the City of Alhambra desires a different look.

Item	Qty.
Polo Shirt	3
Trousers	2
Bomber Jacket	1
Parking Safety Vest	1
Belt	1
Duty Belt	1
Keepers (4 Pack)	1
Shoes	1
Baseball Cap	1
Badge	1
Nametag	1
Flashlight	1

PHONES

Inter-Con has transitioned all our high-end work over to utilize current smartphone technology. These phones are installed with Inter-Con software that enables digital timekeeping, GPS tracking of security personnel, and Virtual Performance Inspections offered by our 24/7 Global Security Operations Center (GSOC) in Pasadena, CA.

While we can provide Inter-Con owned cell phones to our personnel, our experience is that our officers prefer to be reimbursed for use of their own smartphones. Given this, we have priced in a reimbursement for their phone data usage. **This approach to communications management is far less expensive and more effective than purchasing and managing an inventory of radios or supply of smartphones.**

VEHICLES

Inter-Con has included the cost of five vehicles, each equipped with a lightbar and a spotlight.

Type	Make	Model	Year	Estimated Annual Mileage per Vehicle	Quantity	Monthly Cost per Vehicle
Sedan	Nissan	Versa	2021	10,000	5	\$839.30

SCREENING

Screening
Physical Exam
Drug Test
DOJ Fingerprinting
National Criminal Index Plus
Federal Criminal
County Criminal
Social Security Trace
Motor Vehicle Report

UNBILLABLE OVERTIME

While we strive to operate all contracts with zero overtime, unexpected call-offs can lead to unavoidable overtime because of holdovers to ensure that posts are covered 100% of the time. In our experience, this “unbillable overtime” typically averages at 2.00% of all contract hours. As such, we have priced the provision for this cost under this cost component.

COST OF CAPITAL

Our cost of capital is priced at 0.11% of total cost because of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.

INDIRECT SUPPORT EXPENSE

In addition to our dedicated management and supervision, the City of Alhambra will receive the constant support provided by our training and administrative teams, including our 24/7 GSOC located in Pasadena, CA. The total cost of this indirect support is 6.00%.

GENERAL & ADMINISTRATIVE EXPENSE

In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the City of Alhambra has the full support of our Billing, Contracting, Recruiting, Payroll, Logistics, and Management teams. We have priced this corporate support cost at a discounted G&A rate of 6.00%.

PROFIT

Our targeted pre-tax profit is 9.3%.



Inter-Con Security

The City of New York Police
Department
Contract Parking Enforcement Services

Advertisement
RFP2M21-3

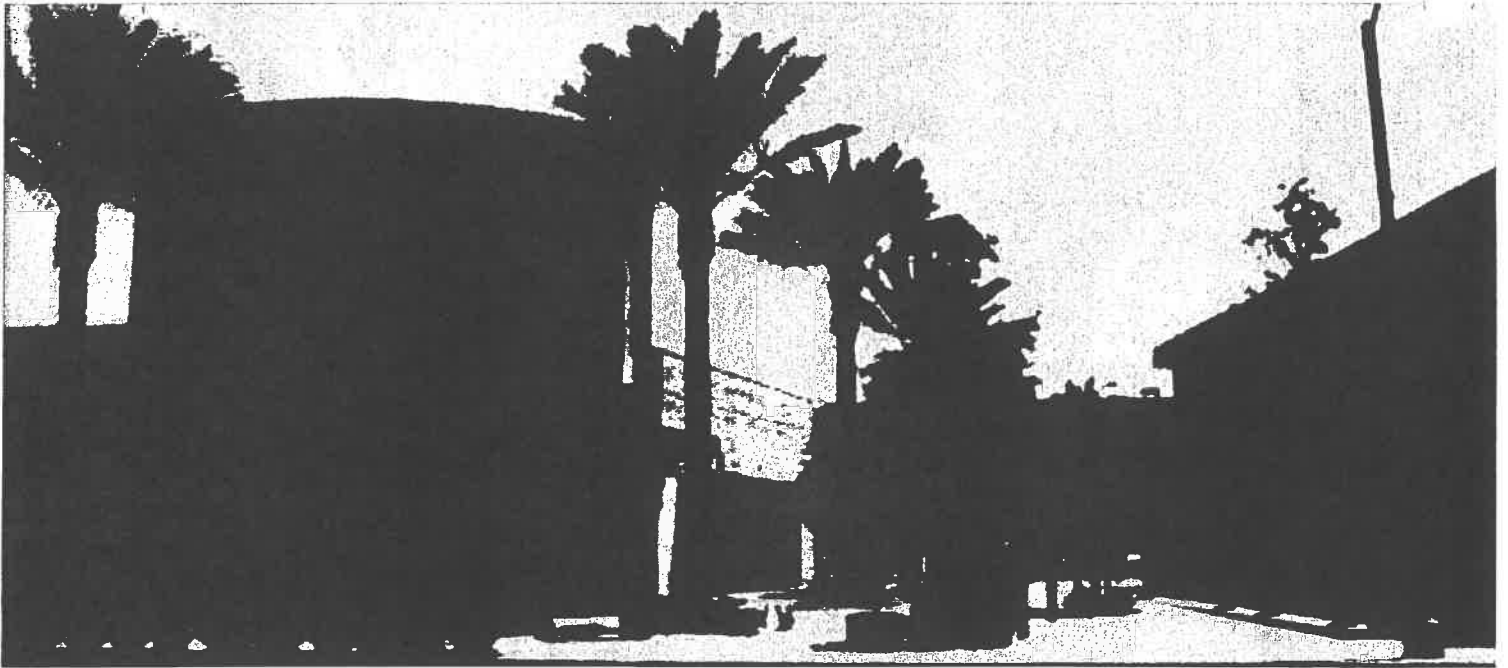


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Response to Clarification Questions

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Price Narrative

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Inter-Con Clarification Response

1. ANNUAL COST OF THE CONTRACT, ITS TOTAL FOR ALL ASPECTS.

Below, we provide the estimated annual cost based on our proposed bill rates.

Position	Year 1 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$39.52	28.00	1,456.00	\$57,541.12
Day Parking Enforcement Supervisor	\$33.80	40.00	2,080.00	\$70,304.00
Night Parking Enforcement Representative	\$38.72	112.00	5,824.00	\$225,505.28
Day Parking Enforcement Representative	\$32.17	110.00	5,720.00	\$184,012.40
Year 1 Estimated Annual Cost				\$537,362.80

Position	Year 2 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$40.37	28.00	1,456.00	\$58,778.72
Day Parking Enforcement Supervisor	\$34.50	40.00	2,080.00	\$71,760.00
Night Parking Enforcement Representative	\$39.55	112.00	5,824.00	\$230,339.20
Day Parking Enforcement Representative	\$32.82	110.00	5,720.00	\$187,730.40
Year 2 Estimated Annual Cost				\$548,608.32

Position	Year 3 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$41.24	28.00	1,456.00	\$60,045.44
Day Parking Enforcement Supervisor	\$35.22	40.00	2,080.00	\$73,257.60
Night Parking Enforcement Representative	\$40.39	112.00	5,824.00	\$235,231.36
Day Parking Enforcement Representative	\$33.48	110.00	5,720.00	\$191,505.60
Year 3 Estimated Annual Cost				\$560,040.00

Position	Year 4 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$42.13	28.00	1,456.00	\$61,341.28
Day Parking Enforcement Supervisor	\$35.95	40.00	2,080.00	\$74,776.00
Night Parking Enforcement Representative	\$41.26	112.00	5,824.00	\$240,298.24
Day Parking Enforcement Representative	\$34.18	110.00	5,720.00	\$195,509.60
Year 4 Estimated Annual Cost				\$571,925.12

Position	Year 5 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$43.04	28.00	1,456.00	\$62,666.24
Day Parking Enforcement Supervisor	\$36.69	40.00	2,080.00	\$76,315.20
Night Parking Enforcement Representative	\$42.14	112.00	5,824.00	\$245,423.36
Day Parking Enforcement Representative	\$34.89	110.00	5,720.00	\$199,570.80
Year 5 Estimated Annual Cost				\$583,975.60

2. YEARS 4 AND 5 TOTAL COSTS/ESCALATION

Below, we provide our proposed bill rates and compensation rates.

Position	Year 1 Bill Rate	Year 2 Bill Rate	Year 3 Bill Rate	Year 4 Bill Rate	Year 5 Bill Rate
Night Parking Enforcement Supervisor	\$39.52	\$40.37	\$41.24	\$42.13	\$43.04
Day Parking Enforcement Supervisor	\$33.80	\$34.50	\$35.22	\$35.95	\$36.69
Night Parking Enforcement Representative	\$38.72	\$39.55	\$40.39	\$41.26	\$42.14
Day Parking Enforcement Representative	\$32.17	\$32.82	\$33.48	\$34.18	\$34.89

Position	Year 1 Compensation	Year 2 Compensation	Year 3 Compensation	Year 4 Compensation	Year 5 Compensation
Night Parking Enforcement Supervisor	\$23.75	\$24.34	\$24.95	\$25.57	\$26.21
Day Parking Enforcement Supervisor	\$18.75	\$19.22	\$19.70	\$20.19	\$20.69
Night Parking Enforcement Representative	\$22.75	\$23.32	\$23.90	\$24.50	\$25.11
Day Parking Enforcement Representative	\$17.75	\$18.19	\$18.64	\$19.11	\$19.59

3. PG 25 MENTIONS PHONES, CAN WE EXPLAIN THAT WE ARE NOT PROVIDING PHONES FOR THIS CONTRACT AND THERE WILL BE NO ADDITIONAL CHARGES FOR ANY PHONES.

We apologize for the confusion here; however, this is included at no additional cost to the City. As stated in our proposal, while we can provide Inter-Con owned cell phones to our personnel, our experience is that our Officers prefer to be reimbursed for use of their own smartphones. In response, we have priced in a reimbursement plan for their phone data usage. As a result, the City will not be charged for these phones other than what is already in the loaded rate.

Please see a revised Price Narrative on the following pages which incorporates the changes noted above.

Price Narrative

Inter-Con submits this offer in response to the City of Alhambra's Request for Proposal. Per the RFP, Inter-Con's proposal is valid for 90 calendar days after the bid submission deadline of 4/1/2021.

PRICING ASSUMPTIONS

Please note that our pricing is based on various assumptions that we have outlined in the section below. To the extent that the assumptions we have outlined are incorrect or need to be modified, we will work with the City of Alhambra to refine our pricing to reflect the correct information. These assumptions include:

WAGE RATES & COLLECTIVE BARGAINING AGREEMENTS

Inter-Con has priced wages and benefits at the level we believe necessary to perform the work outlined in this RFP. Our wages are based on market research, our own experience operating in these markets for clients we serve today, and our state-of-the-art compensation database tool, which provides us with wage datapoints for every market in the United States.

MODIFICATIONS & COLLECTIVE BARGAINING CHANGES

In the event that Inter-Con experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by the City of Alhambra hereunder or by or in respect of Inter-Con to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Inter-Con pursuant to applicable federal, state and/or local law, the Fees set forth in the Rate Table below and each subsequent Task Order shall be increased by percentage equal to the percentage increase in Inter-Con's costs resulting from the items set forth in this paragraph. Inter-Con will provide City of Alhambra notice of such change in the Rates. Notwithstanding anything to the contrary, Inter-Con may pass through the costs set forth in this paragraph to the City of Alhambra as incurred or accrued and the City of Alhambra shall pay CONSULTANT for such costs.

REST AND MEAL BREAKS

Inter-Con has not priced in the cost of a breaker force to relieve personnel. Our assumption is that all personnel will be allowed to take rest and meal breaks as mandated by state or local law. Rates are predicated upon the assumption that all personnel are either self-relieving or relieved by existing Inter-Con personnel on rotating basis where possible. To the extent that the City of Alhambra desires a full breaker force for all personnel we are happy to accommodate this and build this cost into our rates.

PROPOSED RATES

As discussed at the start of this narrative, we have priced wages at the level we believe necessary to perform the work outlined in this RFP. Our wages are based on market research and our own experience operating in these markets for clients we serve today. Because wage is such a large component of our cost, if the City of Alhambra feels that alternative wages are appropriate, we would welcome the opportunity to discuss compensation and revise our pricing accordingly.

RATE TABLES

Below, we provide our proposed bill rates.

Position	Year 1 Bill Rate	Year 2 Bill Rate	Year 3 Bill Rate	Year 4 Bill Rate	Year 5 Bill Rate
Night Parking Enforcement Supervisor	\$39.52	\$40.37	\$41.24	\$42.13	\$43.04
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Below, we provide the estimated annual cost based on our proposed bill rates.

Position	Year 1 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
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Year 1 Estimated Annual Cost				\$537,362.80

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Day Parking Enforcement Supervisor	\$34.50	40.00	2,080.00	\$71,760.00
Night Parking Enforcement Representative	\$39.55	112.00	5,824.00	\$230,339.20
Day Parking Enforcement Representative	\$32.82	110.00	5,720.00	\$187,730.40
Year 2 Estimated Annual Cost				\$548,608.32

Position	Year 3 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$41.24	28.00	1,456.00	\$60,045.44
Day Parking Enforcement Supervisor	\$35.22	40.00	2,080.00	\$73,257.60
Night Parking Enforcement Representative	\$40.39	112.00	5,824.00	\$235,231.36
Day Parking Enforcement Representative	\$33.48	110.00	5,720.00	\$191,505.60
Year 3 Estimated Annual Cost				\$560,040.00

Position	Year 4 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$42.13	28.00	1,456.00	\$61,341.28
Day Parking Enforcement Supervisor	\$35.95	40.00	2,080.00	\$74,776.00
Night Parking Enforcement Representative	\$41.26	112.00	5,824.00	\$240,298.24
Day Parking Enforcement Representative	\$34.18	110.00	5,720.00	\$195,509.60
Year 4 Estimated Annual Cost				\$571,925.12

Position	Year 5 Bill Rate	Weekly Hours	Estimated Annual Hours	Estimated Annual Cost
Night Parking Enforcement Supervisor	\$43.04	28.00	1,456.00	\$62,666.24
Day Parking Enforcement Supervisor	\$36.69	40.00	2,080.00	\$76,315.20
Night Parking Enforcement Representative	\$42.14	112.00	5,824.00	\$245,423.36
Day Parking Enforcement Representative	\$34.89	110.00	5,720.00	\$199,570.80
Year 5 Estimated Annual Cost				\$583,975.60

COMPONENTS OF INTER-CON'S BILL RATES

In the spirit of transparency, we have outlined the major components that comprise the rates presented above. Our pricing is customizable, and to the extent that the City of

Alhambra desires an alternative approach to a specific cost item (such as Training, Vacation, Holiday, etc.), we are open to discuss and modify our rates accordingly.

COMPENSATION

Our wages are a factor of extensive market research into the level of compensation required by each position at each location to attract and retain high-caliber individuals who will thrive in the City of Alhambra environment and provide the high-touch, high-quality, customer-service driven security that the City of Alhambra deserves. These wages are based on market labor & wage data and our own experience in a variety of the listed markets.

Though we believe these are the optimal wages for each market, we would be happy to discuss and modify our rates accordingly to the extent that the City of Alhambra would like to realign compensation.

Position	Year 1 Compensation	Year 2 Compensation	Year 3 Compensation	Year 4 Compensation	Year 5 Compensation
Night Parking Enforcement Supervisor	\$23.75	\$24.34	\$24.95	\$25.57	\$26.21
Day Parking Enforcement Supervisor	\$18.75	\$19.22	\$19.70	\$20.19	\$20.69
Night Parking Enforcement Representative	\$22.75	\$23.32	\$23.90	\$24.50	\$25.11
Day Parking Enforcement Representative	\$17.75	\$18.19	\$18.64	\$19.11	\$19.59

PAID TIME OFF (PTO)

All full-time personnel will receive 40 hours of paid time off, and all part-time personnel will receive 24 hours of sick leave.

HOLIDAYS

All full-time personnel who work on a holiday will receive a holiday benefit aligned with holiday schedule below.

Recognized Holidays	
New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

MEDICAL INSURANCE

Inter-Con has included the cost of 60/40 Employer/Employee split individual medical insurance for Parking Enforcement Representative and Supervisors; however, we believe the most cost-effective solution to handling insurance premiums is to bill them as a separate passthrough. Because premiums are highly unpredictable across contracts, security providers must ultimately over-estimate the percentage of the population that will enroll in various insurance offerings to ensure that premiums are covered. When this figure is included in all-inclusive hourly rates, it leads to unnecessarily high costs for clients, who may end up paying for individuals who are not actually enrolled.

Under a direct passthrough, however, the City of Alhambra would only pay for employees that choose to enroll. We provide this service to many of our current clients and have found that it both protects our clients from unnecessary cost and provides further transparency into our rates.

PAYROLL TAXES & INSURANCE

Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation (WC), Liability Insurance, and Fidelity Bond.

TRAINING

Training will include the following hours, all fully burdened in our bill rates:

Position	Basic Training
Parking Enforcement Supervisor	4
Parking Enforcement Representative	4

In addition to the above training, all full-time personnel will receive 80 hours of training and all part-time personnel will receive 40 hours of training. As stated in the RFP, the City of Alhambra will compensate employees for the 40 hour and 80-hour training period.

UNIFORMS & EQUIPMENT

We have priced the following uniform, though we can work with the City of Alhambra to revise the uniform specification, if the City of Alhambra desires a different look.

Item	Qty.
Polo Shirt	3
Trousers	2
Bomber Jacket	1
Parking Safety Vest	1
Belt	1
Duty Belt	1
Keepers (4 Pack)	1
Shoes	1
Baseball Cap	1
Badge	1
Nametag	1
Flashlight	1

PHONES

Inter-Con has transitioned all our high-end work over to utilize current smartphone technology. These phones are installed with Inter-Con software that enables digital timekeeping, GPS tracking of security personnel, and Virtual Performance Inspections offered by our 24/7 Global Security Operations Center (GSOC) in Pasadena, CA.

While we can provide Inter-Con owned cell phones to our personnel, our experience is that our officers prefer to be reimbursed for use of their own smartphones. Given this, we have priced in a reimbursement for their phone data usage. **The City of Alhambra will not be charged for smartphones, other than what is included in the loaded rate for data reimbursement. This approach to communications management is far less expensive and more effective than purchasing and managing an inventory of radios or supply of smartphones.**

VEHICLES

Inter-Con has included the cost of five vehicles, each equipped with a lightbar and a spotlight.

Type	Make	Model	Year	Estimated Annual Mileage per Vehicle	Quantity	Monthly Cost per Vehicle
Sedan	Nissan	Versa	2021	10,000	5	\$839.30

SCREENING

Screening
Physical Exam
Drug Test
DOJ Fingerprinting
National Criminal Index Plus
Federal Criminal
County Criminal
Social Security Trace
Motor Vehicle Report

UNBILLABLE OVERTIME

While we strive to operate all contracts with zero overtime, unexpected call-offs can lead to unavoidable overtime because of holdovers to ensure that posts are covered 100% of the time. In our experience, this "unbillable overtime" typically averages at 2.00% of all contract hours. As such, we have priced the provision for this cost under this cost component.

COST OF CAPITAL

Our cost of capital is priced at 0.11% of total cost because of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.

INDIRECT SUPPORT EXPENSE

In addition to our dedicated management and supervision, the City of Alhambra will receive the constant support provided by our training and administrative teams, including our 24/7 GSOC located in Pasadena, CA. The total cost of this indirect support is 6.00%.

GENERAL & ADMINISTRATIVE EXPENSE

In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the City of Alhambra has the full support of our Billing, Contracting, Recruiting, Payroll, Logistics, and Management teams. We have priced this corporate support cost at a discounted G&A rate of 6.00%.

PROFIT

Our targeted pre-tax profit is 9.3%.



210 S De Lacey Avenue
Pasadena, CA 91105
626.535.2200

www.icsecurity.com

CITY OF ALHAMBRA
Police Department

RFP2M21-3

CONTRACT DOCUMENTS
AND REQUEST FOR PROPOSALS
FOR
CONTRACT PARKING
ENFORCEMENT SERVICES
IN THE CITY OF ALHAMBRA

CITY OF ALHAMBRA
Alhambra Police Department
211 SOUTH FIRST STREET
ALHAMBRA, CALIFORNIA 91801

KEY REQUEST FOR PROPOSAL DATES:

DATE ISSUED: February 11, 2021
Mandatory Proposer Conference: 10:30 A.M., March 11, 2021
Proposal Due Date: 10:30 A.M., April 1, 2021

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REQUEST FOR PROPOSALS
FOR
CONTRACT PARKING ENFORCEMENT SERVICES
IN THE CITY OF ALHAMBRA

GENERAL INFORMATION:

The City of Alhambra Police Department invites proposals for the purpose of providing multi-year contract parking enforcement services within the City of Alhambra.

The proposals will be screened to determine the most qualified firm. Finalists may be asked to participate in a presentation and scoping session. Areas of specific expertise that will be particularly evaluated include experience in municipal parking enforcement and the ability to provide an effective and efficient program. The firm with the best qualifications and the most competitive fee proposal will be asked to negotiate a professional services agreement.

Send proposals to:

City Clerk's Office
City of Alhambra
111 South First Street
Alhambra, CA 91801

Proposals Due: Thursday, April 1, 2021 10:30 A.M.

Contact Person: Sgt. Rodney Castillo, Traffic Section Supervisor, (626) 300-1502

GENERAL REQUIREMENTS

- *Purpose* - The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified companies interested in contracting with the City of Alhambra (hereinafter referred to as "City") to provide contract parking enforcement services within the City of Alhambra. Award of this contract will be made by the City Council.
- *City Option to reject all proposals* - The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities in a submitted proposal.
- *Contract Sum* – All proposals will include specific proposals for any annual contract fee with unit prices broken out, based upon the description of services to be performed in the "Scope of Work" Section of this RFP. The first-year base bid will be from July 01, 2021 to June 30, 2024. The contract award for the next three years will go for the twelve-month fiscal year periods of July 1, 2021 through June 30, 2024.

Note: Although a firm's fixed price proposal will be submitted, the terms and conditions of the contract are subject to negotiation.

- *Contract Payment* - Payment to contractor will be made in arrears on a monthly basis for services performed, provided that the contractor is not in default under any provisions of this agreement.
- *Term of Contract* - The term of contract will commence on July 01, 2021 and will remain and continue in effect for 3 years until June 30, 2024 with an option for two (2) additional one-year extensions, unless terminated earlier pursuant to the contract.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will also be required.

The City of Alhambra hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, gender, or religion in any consideration leading to the award of contract.

- *Discrepancies and Misunderstandings* - Contractors must satisfy themselves by personal examination of the work site, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No contractor will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies must be called to the attention of the City of Alhambra and clarified prior to the submission of proposals.

- *Legal Responsibilities* - All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any proposers submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the Specifications, and other contract documents, and shall agree to full compliance therewith.

- *Examination of site and Contract Document* – Each proposer will visit the sites of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Proposer will thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instruments, addendum or other document or to visit the site and acquaint himself with obligations with respect to his proposal or to the contract is not the responsibility of the City. The submission of a proposal will be taken as prima facie evidence of compliance with this section.

- *Interpretation of Documents* - If any person is in doubt as to the meaning of any part of the contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the City a written request for an interpretation or correction thereof. Any requests for interpretations or corrections must be submitted in writing to Sgt. Rodney Castillo, Traffic Section Supervisor and received no later than 5:00 p.m., Monday, March 22, 2021. Questions may be submitted electronically at rcastillo@alhambrapd.org. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be faxed, mailed, e-mailed, or delivered to each person receiving a set of contract documents and who have attended the mandatory proposer's conference on Wednesday, March 3, 2021. No oral interpretation of any provision in the contract will be made to any proposer. Responses from the City to the proposers can be expected by 5:00 PM., Thursday, March 25, 2021.

- *Proposer Interested in More than One Proposal* - No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. This restriction does not apply to formal proposals as a prime contractor. No proposal will be accepted from a contractor who has not been licensed in accordance with the provisions of the State Business and Professional Code.
- *Listing Subcontractors*: Each proposer will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 et seq.). Forms for this purpose are furnished with the contract documents and must be included as a part of any proposal submitted.
- *Equal Employment Opportunity Compliance*: Proposer shall certify that in all previous contracts or subcontracts, all reports, which may have been due under the requirements of any agency, Site, or Federal equal employment opportunity orders, have been satisfactorily filed, and that no such reports are currently outstanding.
- *Affirmative Action Certification*: Proposer shall certify that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, proposer certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.
- *Non-Collusion Affidavit* - Proposer declares that the only persons or parties interested in this proposal as principals are those named herein: that no officer, agent, or employee of the City of Alhambra is personally interested, directly or indirectly, in this proposal; that his proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.
- *Award of contract*: any contract resulting from the Request for Proposals process will be awarded to the firm whose proposal meets or exceeds the requirements of the Request for Proposal and who is evaluated as offering the best advantage to the City of Alhambra. The City of Alhambra is under no obligation to enter into discussions or negotiations with any proposer and may accept and award a contract on the basis of the offer received in the proposal. Award of contract will be made to the most qualified firm and will not be awarded solely on the basis of the lowest cost proposal. Cost, although an important component, is only one of several criteria being used to evaluate proposals. Criteria for award of contract will include but is not limited to qualifications and experience of the proposer; quality of technical approach; qualifications and availability of proposed staff; cost/price proposal; financial qualifications of the proposer; and thoroughness of the

proposal. Factors include competence, operational management, and experience. The contractor is selected through a competitive negotiation process. The information presented in the written proposal, oral interview and firm's presentation will all be considerations.

In addition, the City is looking for a progressive organization whose key players are creative and problem solvers, possess an innovative approach to service provision, can meet or exceed established performance standards, maintain a high level of customer service, and will work as a member of the "team" with City staff.

- The Alhambra City Council will make award of contract. An executed agreement between the parties will include the RFP documents, any addenda, the proposal, and subsequent submissions as may be presented.
- *City of Alhambra Business License:* The successful proposer shall acquire and maintain an annual City of Alhambra Business License prior to the start of the contract.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

1.0 The City of Alhambra Police Department and the current status of Parking Enforcement Service:

The City of Alhambra Police Department serves a community of over 90,000 residents. The Police Department has contracted with a private vendor to provide parking enforcement since 1996.

An average of 3,750 citations are issued per month. The Department's twenty-five-year experience with outsourcing of parking enforcement has proved to be very productive and cost effective.

2.0 Objectives of the Request for Proposals for Parking Enforcement Services.

2.1 Scope of Work to be Performed:

The primary enforcement responsibilities are:

- A. Overnight Parking – The City of Alhambra restricts parking on public streets between the hours of 2:00 a.m. and 6:00 a.m., seven-days-per-week. Residents may park during these times by permit and visitors may do so after obtaining temporary permits. The exception to this restriction is in specific streets designated by the Alhambra Municipal Code. Remaining hour from 5:00 am to 6:00 am, parking enforcement will respond to parking related radio calls for service, street sweeping routes, patrol assigned areas, and conduct any parking enforcement needed.
- B. Night Time Street Sweeping – Street sweeping is conducted from 0400 a.m. to 6:00 a.m. Monday through Friday, primarily in commercial, industrial and major arterials throughout the City
- C. City Owned Parking Lots – Restricted time zone parking in city-owned lots from 9:00 a.m. to 6:00 p.m., Monday through Saturday. (Generally, two to four hour limitations).
- D. Day Time Street Sweeping – The City of Alhambra maintains 143.1 miles of roadway, operating two street sweepers, and five days a week (Monday through Friday). Each sweeper is assigned one route per day, covering 10 separate routes during a five-day period. Each sweeper maintains a speed 5-8 miles per hour, traveling approximately 30-40 miles per day. Street parking restrictions alternate between two time periods (8:00 a.m. to 11:30 a.m. and 12:00 p.m. to 3:00 p.m.).

E.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Overnight Enforcement 2am to 6am	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600	1 Supervisor 4 Officers 0200 - 0600
Daytime Street Sweeping	1 Supervisor 1 Officer 0730 -1530	1 Supervisor 1 Officer 0730 -1530	1 Supervisor 1 Officer 0730 -1530	1 Supervisor 1 Officer 0730 -1530	1 Supervisor 1 Officer 0730 -1530	None	None
Daytime City Lot Enforcement	1 Officer 0700 -1700	1 Officer 0700 -1700	1 Officer 0700 -1700	1 Officer 0700 -1700	None	None	None
Daytime Enforcement	None	None	1 Officer 0930 - 1700	1 Officer 0930 - 1700	1 Officer 0930 - 1700	1 Officer 0930 - 1700	None

Additional related duties include, but are not limited to, the following:

- Enforcing of California Vehicle Code Sections and Alhambra Municipal Code Sections related to on-street parking laws and regulations.
- Locating and reporting to designated City staff vehicles to be impounded or immobilized as a result of the vehicle's driver having a specified number of delinquent parking citations.
- Reporting to designated City staff any unlawful act or condition or deficiency, this may pose a hazard or danger to the general public.
- Patrolling in motor vehicles or on foot, on designated routes and staggered-time schedules, with primary responsibility of enforcing on-street parking laws and regulations. Participate in any hearing process or subsequent process involving a contested or challenged parking citation.
- Vendor will provide training for all replacement, and additional contract employees. Contract will provide retraining and continuing education for contract employees. Training shall be comprehensive and include information on parking enforcement statutes and ordinances, regulations, and resolutions enacted by the State of California and the City, parking enforcement programs, policies, and procedures adopted by the City. City will compensate part-time contract employees for a 40-hour training period and full-time contract employees for an 80-hour training period.

F.

2.1.1 Personnel Requirements Shall be met by the Vendor with the Following Criteria:

- Be at least 18 years of age.
- Be able to read, write and speak the English language and must be able to write intelligible reports.
- Have the ability to give and follow oral/written instructions in English.
- Have the ability to speak a second language, such as Spanish or any Asian dialect is highly desirable, but not required.
- Physically and mentally capable of performing parking enforcement duties.
- Have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation.
- Have the ability to establish and maintain effective working relationships with the public and City personnel.
- Possess a high school diploma or equivalent.
- Possess a valid class "C" State of California driver's license.
- Possess all current State of California, Consumer Affairs, guard requirements.
- Have passed a comprehensive background check (which includes a fingerprint check through the Department of Justice (D.O.J.) and National Crime Information Center (N.C.I.C.)), a drug-screening test and undergone a comprehensive medical examination to determine fitness to perform assigned duties. (The Police Department will provide training, as needed, to meet Department background requirements).
- Vendor shall have enough trained staff to provide backfill employees in the event of sick call out in order to maintain minimum staffing levels.

2.1.2 Equipment to be Provided by Vendor:

Vendors will provide essential uniforms and related equipment. The following is a list of standard equipment:

1. Light blue uniform shirt (or dark blue Polo style shirt) with dark blue trousers.

Uniform shirts shall have the words "Alhambra Parking Enforcement" placed on the front and the back.

2. Black leather boots/shoes or black tennis style shoes.
3. Black leather belt.
4. Silver color name plate or for Polo type shirts the name embroidered in silver.
5. Vendor identification badge.
6. Operable LED rechargeable flashlight for Night Shift Officers
7. High Visibility Traffic Vest.

2.1.3 Vehicles:

Vendor will provide a minimum of five clearly/visibly marked "City of Alhambra Parking Enforcement" subcompact vehicles not more than two years old and in good running order. Each vehicle will be equipped with an Amber Directional Lightbar (either on top of the vehicle or inside the rear window). Each contract employee shall arrive for duty in a properly designated vehicle. Vehicle shall be in a safe working order and in compliance with all applicable California Vehicle Code Sections. Vehicle shall be free from body damage, missing parts, or any other visible wear.

Vehicles that are damaged or disabled while in service for the City of Alhambra shall be replaced with an operable vehicle within one hour. In the event that a replacement vehicle is unavailable, contract personnel shall be relieved of duty for the remainder of the shift and contractor shall pay City prorated liquidated damages.

Vendor will be responsible for the cleanliness, repair and replacement of all vehicles that will be used by contract employees. All vehicle maintenance must be performed on Vendor's time, unless approved by the City.

2.1.4 Liquidated Damages:

The vendor shall agree to be held liable for \$600.00 in liquidated damages if a scheduled 8-hour shift is unfilled due to short staffing, and to \$300.00 in liquidated damages if a scheduled 4-hour shift is unfilled due to short staffing or \$75.00 per hour shall be assessed for each unfilled hour.

2.1.4 City will Provide the Following Equipment:

1. Hand-held radios.
2. Hand-held, computerized ticket citation issuing equipment.
3. Parking citations and warning notices.
4. Alhambra Police Department Traffic Section training manuals.
5. City of Alhambra street maps.
6. Traffic chalk and chalk sticks.

Vendor will be financially responsible for all lost or damaged CITY property (i.e. ticket holders, radios, chalk sticks and citation devices) that are issued to vendor employees.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

3.0 The Proposal Statement of Work to be Provided by Vendor:

The proposal must include, at a minimum, the following items:

- A. A cover letter with a description of the overall program, including an executive summary of the major components or the proposal. Include a general description of the company, the proposed services and qualifying experience. State the location of the home office.
- B. A table of contents clearly identifying all sections of the proposal.
- C. An operations management plan. The proposal shall include a work plan to implement the objectives of the Police Department and the Traffic Section Parking Enforcement Program.
- D. A detailed personnel staffing plan and deployment schedule.
- E. A detailed costs analysis, identifying specific positions and detailed hourly rates and service rates for a three-year period, with costs for each of the three years.
- F. An itemized list of dress standards, uniforms, equipment, and vehicles.
- G. A list and description of in-service personnel training provided by vendor.
- H. A list and description of subcontractor(s) who may be hired.

- I. A list of qualifications and experience of your company in providing similar services in the past two years.
- J. A list of references for recent projects, including the name, address, and telephone number for three different organizations for which similar services have been provided.
- K. INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.
 - a. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.
 - b. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly

employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- (1) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (2) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (3) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (1),(2), and (3) above.

- c. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

- L. A list of other related licenses/certifications (i.e., the State of California Department of Consumer Affairs guard/security requirements).
- M. The signature of an official authorized to bind the offer and a statement to the effect that the proposal is a firm offer for a period of at least 90 calendar days from the date of required submission.
- N. Provide the following information: Name, title, address, and telephone numbers of the individual(s) with the authority to negotiate and contractually bind the firm and who may be contacted during the period of the proposal evaluation.

Failure to submit a comprehensive proposal that includes all of the above elements, or the required forms not fully completed, may disqualify a company from further consideration, as the company's proposal could be deemed non-responsive.

4.0 Administrative Information

4.1 Questions of the City of Alhambra Police Department Regarding the Proposal:

Each firm responding to the proposal is encouraged to ask questions about or obtain clarification of the specific items in the Request for Proposals. Questions should be directed to Sgt. Rodney Castillo, Traffic Section Supervisor, at (626) 300-1502. If it appears desirable, the City may, at its option, schedule a general information meeting prior to the submission deadline for the proposal.

4.2 Selection Process:

The proposals will be screened to determine the most qualified firm. Finalists may be asked to participate in a presentation and scoping session. Areas of specific expertise that will be particularly evaluated include experience in municipal parking enforcement and the ability to provide an effective and efficient program. The firm with the best qualifications and the most competitive fee proposal will be asked to negotiate a professional services agreement. A City of Alhambra business license is required.

4.3 Term of the Contract:

It is anticipated that the City will award a contract for up to three years with an option for two (2) additional one-year extensions, although the City reserves the right to award a contract for a shorter period of time. Additionally, any such contract awarded shall be terminable by either party without cause upon forty-five days written notice.

4.4 Proposal and Interview Schedule:

- A. Return proposal by Thursday, April 1, 2021, 10:30 A.M. PST. Submit four copies to:

City Clerk's Office
City of Alhambra
111 South First Street
Alhambra, Ca. 91801

1. Request for Proposals may not be withdrawn after the time for opening of Request for Proposals.
2. Request for Proposals may not be delivered by facsimile transmission or other

telecommunication or electronic means. Request for Proposals shall be delivered or mailed. Bidders assume the risk of the method of dispatch chosen.

3. Request for Proposals arriving after the deadline will be returned unopened to their senders.

- B. Tentative Council approval date: April 26, 2021.
- C. Tentative Contract agreement approval date: Upon approval by the City Council and signed executed contract.
- D. Commencement of the program: July 1, 2021.

4.5 Conditions of Proposal Acceptance:

The Request for Proposals does not commit the City of Alhambra to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for any services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety the Request for Proposals if it is in the best interest of the City. All information will become the property of the City of Alhambra. If any proprietary information is contained in the proposal, it should be clearly identified.

**SAMPLE CONTRACT
AGREEMENT FOR PROFESSIONAL SERVICES
Contract No. _____**

This AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into effective as of the _____ day of _____, 20____, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, ("CITY") and _____ [inset corporation, LLC, partnership etc.], located at _____ ("CONSULTANT").

W I T N E S S E T H:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

CITY requires professional _____ services ("SERVICES"); and

On _____, 200__, CITY issued a Request for Proposals # _____ ("RFP") to obtain professional _____ services for the CITY's and based on review and rating of RFPs received CONSULTANT was selected; and

CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

SCOPE OF SERVICES.

CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT's Proposal for Services dated _____, ("PROPOSAL") consistent with the CITY's Request for Proposals dated _____ ("RFP") attached hereto as Exhibits "A" and "B" respectively and hereby incorporated by reference.

Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.

The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

PERFORMANCE STANDARDS. While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

FAMILIARITY WITH WORK.

By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has

Carefully investigated and considered the scope of services to be performed;

Carefully considered how the services should be performed; and

Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

CITY SUPERVISION. The Director of the Department of _____ of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of _____ or the Director's designee.

FEE. Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$_____ to be billed in a manner described in CONSULTANT's PROPOSAL, consistent with the CITY's RFP. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

PAYMENT BY CITY. CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

TERM. The term of this AGREEMENT shall be as provided for in the RFP from after the date on which the CITY issues CONSULTANT a Notice to Commence Work. CONSULTANT shall complete all those services set forth in its PROPOSAL by that certain date set forth in said Notice to Commence Work or until such time as the services have been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

DISPUTES AND REMEDIES.

Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:

CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of _____ will be made within two (2) weeks after a meeting to resolve the dispute;

If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;

Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;

If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.

The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

PREVAILING WAGE. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of

prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the SERVICES are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council’s determination shall be final and conclusive as to the amount of such fee.

INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT’s own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

OWNERSHIP OF DOCUMENTS. All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY’s property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of CONSULTANT’s completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY’s own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

NONASSIGNMENT. This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

INDEMNIFICATION.

CONSULTANT hereby agrees to the following:

Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.

Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.

It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.

The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of

CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.

The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.

COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work

covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);

Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);

Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

NON-DISCRIMINATION. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

UNAUTHORIZED ALIENS. CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

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.

ATTORNEY'S FEES. 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, in addition to any other relief to which it may be entitled.

BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

PROVISIONS, CUMULATIVE. The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

ASSISTANCE OF COUNSEL. Each party to this AGREEMENT warrants to each other party as follows:

That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,

That each party has lawfully authorized the execution of this AGREEMENT.

MODIFICATION. This AGREEMENT shall not be modified except by written agreement of the parties.

GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: _____

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: _____

Tel: _____
Fax: _____

FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CITY”

CITY OF ALHAMBRA, a Charter Law City

ATTEST:

By _____,
_____, Mayor

Lauren Myles, Acting City Clerk

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By _____

“CONSULTANT”

FULL NAME OF CONSULTANT

TAXPAYER ID # _____

By _____
Print Name: _____
Title: _____

By _____
Print Name: _____
Title: _____

SAMPLE

FAITHFUL PERFORMANCE BOND

IN THE CITY OF ALHAMBRA

KNOW ALL MEN BY THESE PRESENTS that

_____ as CONTRACTOR and _____,
as SURETY, are held and firmly bound unto the City of Alhambra, in the penal sum of
_____ dollars (\$ _____), which is one hundred percent of the total
contract amount for the above stated project, for the payment of which SUM,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR
has been awarded and is about to enter into the annexed Contract with the City of
Alhambra for the above stated project, if CONTRACTOR faithfully performs and fulfills all
obligations under the contract documents in the manner and tile specified therein, then
this obligation shall be null and void, otherwise it shall remain in full force and effect in
favor of the City of Alhambra; provided that any alternations in the obligations or tile for
completion lade pursuant to the terms of the contract documents shall not in any way
release either CONTRACTOR or SURETY, and notice of such alternations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, title, hands, and seals
this _____ day of _____, 2021.

CONTRACTOR*

SURETY*

*Provide CONTRACTOR/SURETY name, address and telephone number and the
name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 2021.

NOTARY PUBLIC _____

Exhibit "B"

Schedule of Compensation

(See Inter-Con Security Systems proposal dated October 15, 2021)

Year 1 Rates – April 1 st , 2022 to March 31 st , 2023			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate
Parking Enforcement Representative – Day Shift	Up to 160	\$32.17	\$48.26
Parking Enforcement Representative – Grave Shift	Up to 160	\$38.72	\$58.08

Year 2 Rates – April 1 st , 2023 to March 31 st , 2024			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate
Parking Enforcement Representative – Day Shift	Up to 160	\$34.45	\$51.68
Parking Enforcement Representative – Grave Shift	Up to 160	\$41.45	\$62.18

Year 3 Rates – April 1 st , 2024 to March 31 st , 2025			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate
Parking Enforcement Representative – Day Shift	Up to 160	\$35.30	\$52.95
Parking Enforcement Representative – Grave Shift	Up to 160	\$42.47	\$63.71

Item	Qty.	Year 1 Rate	Year 1 Cost	Year 2 Rate	Year 2 Cost	Year 3 Rate	Year 3 Cost
Day Shift	Up to 160 HPW	\$32.17	\$267,654.40	\$34.45	\$286,624.00	\$35.30	\$293,696.00
OR							
Grave Shift	Up to 160 HPW	\$38.72	\$322,150.40	\$41.45	\$344,864.00	\$42.47	\$353,350.40
Vehicles	4 units	\$850.00	\$40,800.00	\$850.00	\$40,800.00	\$850.00	\$40,800.00
Contingency (10%)			\$32,215.04		\$34,486.40		\$35,335.04
Maximum Annual Compensation			\$395,165.44		\$420,150.40		\$429,485.44

Annual Maximum Expenditure

Year 1 (April 1, 2022 – March 31, 2023)

\$395,165.44

Year 2 (April 1, 2023 – March 31, 2024)

\$420,150.40

Year 3 (April 1, 2024 – March 31, 2025)

\$429,485.44

Price Narrative

Inter-Con submits this offer in response to City of Montebello's Request for Proposal. Inter-Con's proposal is valid for 90 calendar days after the bid submission date of October 15th, 2021.

BACKGROUND

Inter-Con has long supported municipalities across Southern California and beyond with parking enforcement. **We currently provide more than 60,000 service hours of Parking Enforcement each year to cities across Southern California**, including the cities of Alhambra, Arcadia, Azusa, Covina, Glendora, La Verne, San Gabriel, Sierra Madre, and Pasadena. Our operations are directly supported by our Global Headquarters, West Coast Training Academy, and 24/7 Global Security Operations Center (GSOC); all located in nearby Pasadena.

Rather than applying a one-size-fits-all, off-the-shelf solution, Inter-Con will tailor its services to the City of Montebello's unique needs. Due to the public-facing nature of parking enforcement, we also understand how critical customer service is in maintaining a successful enforcement program. As such, we have made customer service the core of our own programs.

Inter-Con is also committed to leveraging technology to enhance the efficiency and effectiveness of parking enforcement operations. For example, we use data from vehicle and personnel telematics systems as well as digitized reports to populate our online Key Performance Indicator dashboards. This real-time information allows us to better evaluate each Officer's attendance, performance, and overall citation count. **This commitment to providing tailored solutions that are enhanced by technology and customer service-focused has allowed us to maintain long working relationships with our clients, many of them for 10+ years.**

PRICING ASSUMPTIONS

Please note that our pricing is based on various assumptions that we have outlined in the section below. To the extent that the assumptions we have outlined are incorrect or need to be modified, we will work with City of Montebello to refine our pricing to reflect the correct information. These assumptions include:

WAGE RATES

Inter-Con has priced wages and benefits at the level we believe necessary to perform the work outlined in this RFP. Our wages are based on market research and our own experience operating in these markets for clients we serve today. That said, **we do not have any insight into incumbent wages. Given this, we recommend that the County consider matching any current wage rates if Inter-Con has proposed rates that are below the current wages actually paid to incumbent personnel and allow Inter-Con to revise our rates accordingly.**

MODIFICATIONS

Inter-Con is pleased to hold our overall rates firm until July 1st of 2022. Upon that date, our Year 2 rates will go into effect. Thereafter, Inter-Con will submit in writing to the City of Montebello a request for a rate increase tied to the local area Consumer Price Index. This rate increase will be submitted sixty (60) days prior to July 1st of each year.

Additionally, in the event that Inter-Con experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by City of Montebello hereunder or by or in respect of Inter-Con to its personnel; (2)

Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Inter-Con pursuant to applicable federal, state and/or local law, the Rates set forth in the Rate Table below shall be increased by percentage equal to the percentage increase in Inter-Con's costs resulting from the items set forth in this paragraph.

REST AND MEAL BREAKS

Inter-Con has not priced in the cost of a breaker force to relieve personnel. Our assumption is that all personnel will be allowed to take rest and meal breaks as mandated by state or local law. Rates are predicated upon the assumption that all personnel are either self-relieving or relieved by existing Inter-Con personnel on rotating basis where possible. To the extent that City of Montebello desires a full breaker force for all personnel we are happy to accommodate this and build this cost into our rates.

PROPOSED SCHEDULE

The schedule of work will vary depending on the City's needs. Shifts will be scheduled thirty (30) days in advance. Scheduled shifts will be delineated between "Day" and "Grave" Shifts, with Day Shifts operating between the hours of 06:00 – 22:00 and "Grave" Shifts operating from 22:00 – 06:00*.

**If half or more of a shift falls within a Grave time period, that shift will be considered a Grave Shift for pay and bill purposes. For example, a shift that begins at 20:00 and ends at 24:00 would be billable as a Grave Shift.*

PROPOSED RATES

Our proposed labor rates are shown in the table below. Please note that we have provided two types of rates: one for Day Shifts and another for Grave Shifts as there is a significant wage premium that must be paid to employees working within the Grave Shift hours to attract retain such employees for these undesirable work hours.

LABOR RATES

Our proposed Year 1 labor bill rates are provided in the table below. Services will be provided up to 160 hours per week according to a schedule set in advance by the City.

January 1 st , 2022 to June 30 th , 2022			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate
Parking Enforcement Representative – Day Shift	Up to 160	\$32.17	\$48.26
Parking Enforcement Representative – Grave Shift	Up to 160	\$38.72	\$58.08

July 1 st , 2022 to June 30 th , 2023			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate
Parking Enforcement Representative – Day Shift	Up to 160	\$34.45	\$51.68
Parking Enforcement Representative – Grave Shift	Up to 160	\$41.45	\$62.18

July 1 st , 2023 to June 30 th , 2024			
Position	Hours / Week	Regular Bill Rate	Overtime / Holiday Bill Rate

Parking Enforcement Representative – Day Shift	Up to 160	\$35.30	\$52.95
Parking Enforcement Representative – Grave Shift	Up to 160	\$42.47	\$63.71

VEHICLES

Additional services requirements that Inter-Con may be obligated to provide are four (4) vehicles (1 per parking enforcement officer). Each vehicle required will be billed at \$850/month, with fuel billed separately as incurred. As requested by the City, the City shall provide City-approved magnetic decals with City logo on the driver and passenger side and marked "Parking Enforcement" on the rear.

COMPONENTS OF INTER-CON'S BILL RATES

In the spirit of transparency, we have outlined the major components that comprise the rates presented above. Our pricing is customizable, and to the extent that City of Montebello desires an alternative approach to a specific cost item (such as Training, Vacation, Holiday, etc.), **we are open to discuss and modify our rates accordingly.**

COMPENSATION

Our wages are a factor of extensive market research into the level of compensation required by each position at each location to attract and retain high-caliber individuals who will thrive in the City of Montebello environment and provide **the high-touch, high-quality, customer-service driven security that City of Montebello deserves.** These wages are based the current level of compensation we provide to parking enforcement representatives on the nearby City of Alhambra Parking Enforcement Program.

Our Year 2 wages are based on a 5.3% CPI increase, which is derived from CPI-U data for the Los Angeles area as provided by the Bureau of Labor Statistics.

Position	Compensation 01/01/22	Compensation 07/01/22	Compensation 07/01/23
Parking Enforcement Representative – Day Shift	\$17.75	\$19.00	\$19.50
Parking Enforcement Representative – Grave Shift	\$22.75	\$24.35	\$24.95

PAID TIME OFF (PTO)

All personnel will receive 40 hours of Paid Time Off.

HOLIDAYS

As street sweeping services are typically suspended on city recognized holidays, officers will not be paid during those reserved days of the year. Should services be required on a holiday, we will pay officers 1.5x the regular rate and bill at the Overtime / Holiday Rate.

MEDICAL INSURANCE

Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan at a 60/40 employer/employee cost sharing split.

Though these costs are currently included in our rates, Inter-Con would like to make the City of Montebello aware that the most cost-effective solution to handling insurance premiums is to bill them as a separate passthrough. Because premiums are highly unpredictable across contracts, security providers must ultimately over-estimate the percentage of the population that will enroll in various insurance offerings in order to ensure that premiums are covered. When this figure is included in all-inclusive hourly rates, it leads to unnecessarily high costs for clients, who may end up paying for individuals who are not actually enrolled.

Under a direct passthrough, however, City of Montebello would only pay for employees that actually choose to enroll. We provide this service to many of our current clients and have found that it both protects our clients from unnecessary cost and provides further transparency into our rates.

PAYROLL TAXES & INSURANCE

Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation (WC), Liability Insurance, and Fidelity Bond.

TRAINING

Training will include the following hours, all fully burdened in our bill rates:

Training	Hours
New Hire Orientation	4
Telecommunication & Radio Etiquette	2
Conflict Mitigation, Customer Service	3
Courtroom Procedures and Emergency Plan	1
In Field Training	32
Technology literacy, collective data/evidence & report writing	4

UNIFORMS & EQUIPMENT

We have priced the following uniform, though we can work with City of Montebello to revise the uniform specification, if City of Montebello desires a different look.

Item	Qty.
Polo Shirt	3
Trousers	2
Bomber Jacket	1
Raincoat	1
Parking Safety Vest	1
Garrison Belt	1
Duty Belt	1
Keepers (4 Pack)	1
Black Boots	1
Baseball Cap	1
Badge	1
Nametag	1
Flashlight	1
Raingear	1

RADIOS & PHONES

Per the request for proposal, we understand that any required radios will be provided by the City of Montebello. In addition, Inter-Con has transitioned all of our high-end work over to utilize current smartphone technology. These phones are installed with Inter-Con software that enables digital timekeeping, GPS tracking of security personnel, and Virtual Performance Inspections offered by our 24/7 Security Operations Center in Pasadena, CA.

While we can provide Inter-Con owned cell phones to our personnel, our experience is that our officers prefer to be reimbursed for use of their own smartphones. Given this, we have priced in a reimbursement for their phone data usage.

SCREENING

All the officers will undergo the below screening.

Screening
Federal Criminal
DOJ Fingerprinting
Motor Vehicle Report
Social Security Trace

Statewide Criminal
National Criminal Index
Drug Screening
County Criminal

GROSS RECEIPTS TAX / SALES & USE TAX

Any Gross Receipts and/or Sales & Use Taxes that are applicable to the places of performance included in this contract have not been included in our rates. These costs, if applicable, will be billed as a separate line item on our invoice.

INDIRECT OVERHEAD

This cost component represents program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, training, scheduling, administrative teams in support of the County's security program.

Exhibit "C"

Parking Enforcement Representative Scheduling

In order to allow sufficient time for the Consultant to perform scheduling, the City agrees to provide a minimum of thirty (30) day notice of the desired dates and times that parking enforcement representatives are required. The method in which scheduling will occur will be mutually agreed upon by the City and Consultant prior to any work commencing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2022

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).

PRODUCER	SullivanCurtisMonroe Insurance Services (IRV) 1920 Main Street Suite 600 Irvine, CA 92614	CONTACT NAME:		PHONE (A/C, No, Ext):	949.250.7172	FAX (A/C, No):	949.852.9762
	www.SullivanCurtisMonroe.com			E-MAIL ADDRESS:			
	License # 0E83670	INSURER(S) AFFORDING COVERAGE				NAIC #	
INSURED	Inter-Con Security Systems, Inc. 210 South De Lacey Avenue Pasadena CA 91105	INSURER A : Arch Insurance Company				11150	
		INSURER B : Technology Insurance Company, Inc				42376	
		INSURER C : Navigators Insurance Company				42307	
		INSURER D : Lexington Insurance Company				19437	
		INSURER E : Lloyd's Syndicate 33 (Hiscox Syndicates Limited)				N/A	
		INSURER F :					

COVERAGES**CERTIFICATE NUMBER:** 66648435**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$15,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Errors & Omissions	☒	☒	BSPKG0072817	9/1/2021	9/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Errors & Omissions \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BSPKG0210811 Comp/Coll Ded. \$5,000 Liability Ded. \$10,000	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			BSFXS0068900	9/1/2021	9/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4021960	9/1/2021	9/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability			SE21EXCZ09SV4IC	12/17/2021	9/1/2022	\$7,500,000 each occ. / \$7,500,000 agg.
D	Excess Liability			11170498	12/17/2021	9/1/2022	\$7,500,000 each occ. / \$7,500,000 agg.
E	Excess Liability			B0880/INTERCO/21/INSP	12/17/2021	9/1/2022	\$4,000,000 each occ. / \$4,000,000 agg.

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

City of Montebello, its officers, employees, agents and volunteers are included as additional insured per the attached endorsements. Waiver of Subrogation applies in respects to General and Auto Liability & Workers' Compensation per the attached endorsements. Primary & Non-Contributory wording is included in policy form per the attached endorsement. 30 Day Notice of Cancellation applies per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello
Attn: Risk Manager
1600 W Beverly Blvd
Montebello CA 90640

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

Kristen Perez

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY SullivanCurtisMonroe Insurance Services (IRV)		NAMED INSURED Inter-Con Security Systems, Inc. 210 South De Lacey Avenue Pasadena CA 91105
POLICY NUMBER		EFFECTIVE DATE:
CARRIER	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Montebello Attn: Risk Manager

ADDRESS: 1600 W Beverly Blvd Montebello CA 90640

Named Insured - General Liability

Inter-Con Security Systems, Inc.
 WMP Security Services Company
 Healthcare Security Service Company
 Event & Venue Services Corp.
 Event Security Services, Inc.
 I.C. Security Systems, Inc.
 Inter-Con Security Systems of Florida
 Sixty-Four West Valley, LLC
 Fed Air Security Corp.
 Inter-Con Holding, Inc.
 Inter-Con Security Academy, Inc.
 US Diplomat Protect LLC
 Honduras Security Services LLC
 IC Security Equipment Leasing LLC
 Ghana Security Services LLC
 Inter-Con International Holdings LLC
 Inter-Con Global Holdings LLC
 Inter-Con U.S. Protective Services LLC
 Systemes De Securite Inter-Con Canada Inc. or Inter-Con Security Systems Canada Inc.
 IC Canada LLC
 IC Benin LLC
 IC Colombia LLC
 IC Costa Rica LLC
 IC France LLC
 IC Guatemala LLC
 IC Liberia LLC
 IC Mexico LLC
 IC Sierra Leone LLC
 IC Togo LLC
 IC Tunisia LLC
 IC Venezuela LLC
 IC South Africa, LLC
 IC Peacemaker LLC
 IC Peacemaker Defense LLC
 IC Colombia JV

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: BSPKG0210811

Named Insured: Inter-Con Security Systems, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 09/01/2021

00 CA0115 00 10 13

Page 1 of 1

INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Section II, WHO IS AN INSURED, is amended by adding

Any person, organization, trustee or estate:

- a. to whom "you" are obligated by written contract to provide insurance such as that afforded by this policy, or
- b. specifically designated as an additional insured on an authorized Certificate of Insurance received by "us" prior to any "occurrence";

Coverage afforded under (a) or (b) is limited to liability arising out of "your work" for such additional insured(s) and is caused by the negligent acts of the named insured.

This endorsement shall be excess of any other insurance available except coverage afforded by this endorsement will be primary and non-contributory, but only if and to the extent required by written contract.

All other terms and conditions of the Policy remain the same.

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****Name of Client(s)****Type of Service**

The person, organization, trustee or estate to whom you are obligated by written contract to provide insurance such as that afforded by this policy.

SECURITY OPERATIONS

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

With respect to the contract for security or investigative operations or out of operations from the type of services listed for the client named in the Schedule, Item 4.b. Excess Insurance (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted. Coverage under this Coverage Part will then be primary insurance.

AIC-SGP-E31 (8/02)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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 as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 09/01/2021

Policy No.: TWC4021960

Endorsement No.

Policy Effective Dates: 09/01/2021

09/01/2022

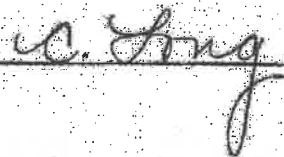
Insured: Inter-Con Security Systems, Inc.

Carrier Name / Code: Arch Insurance Company

WC 04 03 06

(Ed. 04-84)

Countersigned by



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Page 1 of 1

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

SCHEDULE

Designated Person or Organization: THE PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM YOU ARE OBLIGATED BY WRITTEN CONTRACT TO PROVIDE INSURANCE SUCH AS THAT AFFORDED BY THIS POLICY.

Contract Number:

Description of Project:

Location of Project:

We waive any right of recovery we may have against the person or organization designated in the Schedule as subject to this endorsement because of payments we make for injury or damage arising out of work you perform under a contract with the designated person or organization. The waiver applies only to the designated person or organization and the work you perform must be under the contract, and for the project and location, designated in the Schedule.

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AIC-SGP-E34 (8/02)

Policy Number BSPKG0210811
2/7/2022

ENDORSEMENT

ARCH INSURANCE COMPANY

Named Insured Inter-Con Security Systems, Inc.

Effective Date: 9/1/2021

12:01 A.M., Standard Time

Agent Name SullivanCurtisMonroe

Agent No.

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Designated Person or Organization: THE PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM YOU ARE OBLIGATED BY WRITTEN CONTRACT TO PROVIDE INSURANCE SUCH AS THAT IS AFFORDED BY THIS POLICY.

Contract Number:

Description of Project:

Location of Project:

We waive any right of recovery we may have against the person or organization designated in the Schedule as subject to this endorsement because of payments we make for injury or damage arising out of work you perform under a contract with the designated person or organization. The waiver applies only to the designated person or organization and the work you perform must be under the contract, and for the project and location, designated in the Schedule. All other terms and conditions of the Policy remain unchanged.

FAIC-SKLBUS-AUE (06/01)

INSURED COPY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 PROVIDE NOTICE OF CANCELLATION OR MODIFICATION TO THE LIMITS OF
 INSURANCE TO ANOTHER ENTITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Entity	Number of Days
City of Montebello Attn: Risk Manager 1600 W Beverly Blvd Montebello CA 90640	30 days notice for any reason other than non-payment and 10 days for non-payment
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this Insurance is cancelled or the limits of insurance are modified, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation or limits modification within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation or modification to the limits of insurance of this Insurance.

All other terms and conditions of this Policy remain unchanged.

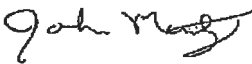
Issued By:

Endorsement Number:

Policy Number: BSPKG0072817

Named Insured: Inter-Con Security Systems, Inc.

Endorsement Effective Date: 09/01/2021


 President

00 ML0207 00 11 03

Page 1 of 1

INTER-CON RATE MODIFICATION

Inter-Con and the City of Montebello will reach the end of our contract term on March 31st, 2025. As set forth in our signed agreement, the performance period may be extended by one year. The City, however, has requested an option to extend for two years. Inter-Con would be pleased to accept such an extension provided that we can ensure competitive pay rates for our officers across that period. As such, Inter-Con has proposed rate modifications for Extension Year 1 and Year 2 to adjust for changes to the local metropolitan area Consumer Price Index (CPI), which are presented below.

Our Extension Year 1 adjustment is based on the last twelve-month CPI increase of 2.9% for the Los Angeles Area Consumer Price Index. This adjustment would take personnel from \$19.50 per hour to \$20.05 effective April 1st, 2025.

Our Extension Year 2 adjustment is based on an estimate of future CPI at 3.5%. This would make \$20.75 the effective wage on April 1st, 2026.

For comparison, note that Salary.com reports that the current average wage in our industry is ~\$21.00/hour.

RATE TABLES

Our proposed modified pay and bill rates reflecting these changes are shown in the tables below. We hope that the early delivery of this notice will aid the City in its budgeting process for the next fiscal period.

EXTENSION PERIOD – YEAR 1

Proposed Compensation Increase				
Position	Current Year 3 Compensation	Increase (\$)	Increase (%)	Proposed Extension Period Year 1 Compensation
Parking Enforcement Representative - Day Shift	\$19.50	\$0.55	2.90%	\$20.05
Parking Enforcement Representative - Night Shift	\$24.95	\$0.70	2.90%	\$25.65

Bill Rates				
Position Classification	Current Year 3 Bill Rate	Increase (\$)	Increase (%)	Proposed Extension Period Year 1 Bill Rate
Parking Enforcement Representative - Day Shift	\$35.30	\$1.02	2.90%	\$36.32
Parking Enforcement Representative - Night Shift	\$42.47	\$1.23	2.90%	\$43.70

EXTENSION PERIOD – YEAR 2

Proposed Compensation Increase				
Position	Extension Period Year 1 Compensation	Increase (\$)	Increase (%)	Proposed Extension Period Year 2 Compensation
Parking Enforcement Representative - Day Shift	\$20.05	\$0.70	3.50%	\$20.75
Parking Enforcement Representative - Night Shift	\$25.65	\$0.90	3.50%	\$26.55

Bill Rates				
Position Classification	Extension Period Year 1 Bill Rate	Increase (\$)	Increase (%)	Proposed Extension Period Year 2 Bill Rate
Parking Enforcement Representative - Day Shift	\$36.32	\$1.27	3.50%	\$37.59
Parking Enforcement Representative - Night Shift	\$43.70	\$1.53	3.50%	\$45.23

ANNUAL COST ESTIMATES

The following table shows the estimated budget impact of both the proposed options.

EXTENSION PERIOD – YEAR 1

Position Classification	Hours per Week	Current Year 3			Proposed Extension Period Year 1			Cost Increase
		Hours per Year	Bill Rate	Annual Cost	Hours per Year	Bill Rate	Annual Cost	
Parking Enforcement Representative - Day Shift	80	4,160	\$35.30	\$146,848.00	4,160	\$36.32	\$151,091.20	\$4,243.20
Parking Enforcement Representative - Night Shift	20	1,040	\$42.47	\$44,168.80	1,040	\$43.70	\$45,448.00	\$1,279.20
Total Hourly Costs	100	5,200		\$191,016.80	5,200		\$196,539.20	\$5,522.40
Two Vehicles (Monthly Rate)		24 months	\$850.00	\$20,400.00	24	\$850.00	\$20,400.00	\$0.00
		Grand Totals		\$211,416.80			\$216,939.20	\$5,522.40

EXTENSION PERIOD – YEAR 2

Position Classification	Hours per Week	Proposed Extension Period Year 1			Proposed Extension Period Year 2			Cost Increase
		Hours per Year	Bill Rate	Annual Cost	Hours per Year	Bill Rate	Annual Cost	
Parking Enforcement Representative - Day Shift	80	4,160	\$36.32	\$151,091.20	4,160	\$37.59	\$156,374.40	\$5,283.20
Parking Enforcement Representative - Night Shift	20	1,040	\$43.70	\$45,448.00	1,040	\$45.23	\$47,039.20	\$1,591.20
Total Hourly Costs	100	5,200		\$196,539.20	5,200		\$203,413.60	\$6,874.40
Two Vehicles (Monthly Rate)		24 months	\$850.00	\$20,400.00	24	\$850.00	\$20,400.00	\$0.00
		Grand Totals		\$216,939.20			\$223,813.60	\$6,874.40

POST EXHIBIT

For reference purposes, the following post exhibit was used to generate the above budget.

Labor Classification	Schedule*	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Total HPW
Parking Enforcement Representative - Day Shift	07:00 - 16:00	-	8	8	8	8	8	-	40
Parking Enforcement Representative - Day Shift	07:00 - 16:00	-	8	8	8	8	8	-	40
Parking Enforcement Representative - Night Shift	03:00 - 07:00	-	4	4	4	4	4	-	20
Total Hours per Week									100

*Schedule includes a 60-min unpaid meal break.

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3956
WITH INTER-CON SECURITY SYSTEMS, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this [REDACTED]th day of [REDACTED] 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and INTER-CON SECURITY SYSTEMS, INC. (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for parking enforcement services by and between the City of Montebello and Inter-Con Security Systems, Inc. , dated February 23, 2022 ("Agreement"), pursuant to which City retained Consultant to provide such services as further described in the Agreement; and

WHEREAS, pursuant to Section 3. Term of the Agreement, the term of the Agreement shall expire on March 31, 2025 unless extended pursuant to a one (1) year extension mutually agreed upon by the Parties in writing; and

WHEREAS, the Parties now desire to extend the Term of the Agreement to March 31, 2027.

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Pursuant to Section 3 of the Agreement, the Parties hereby agree to extend the Term of the Agreement to March 31, 2027.

SECTION 2. Section 3(a) of the Agreement is hereby amended in its entirety to read as follows:

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on March 31, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing

AMENDMENT NO. 1 TO AGREEMENT NO. 3956

Page 2 of 2

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

INTER-CON SECURITY SYSTEMS, INC.

Raul Alvarez, City Manager

Neil Martau, Chief Administrative Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City
Attorney



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: ADOPT RESOLUTION NO. 25-21 AUTHORIZING SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2026 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-21 to authorize the submission of an application for Fiscal Year 2026 to the Metro Bus Operations Subcommittee (BOS) for Federal Transit Administration (FTA) Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is preparing to apply for two funding opportunities for the Fiscal Year 2026 FTA Section 5307 Program. The first request, under the 15% Discretionary Capital Funds, seeks \$3,500,000 (including the required 20% non-Federal match) to acquire three (3) hydrogen fuel cell electric buses (FCEBs). The second request, funded through the 1% ATI Funds, requests \$800,000 (including the required 20% non-Federal match) to support essential replacements and enhancements identified in the Bus Stop Improvement Project (BSIP) analysis.

All future procurement processes acquiring FCEBs and enhancements under the BSIP will be included in the City's annual budget development process for each designated fiscal year. In addition, each phase of the procurement process will be presented to the City Council for thorough review and approval to ensure transparency and accountability

and adherence to procurement rules.

BACKGROUND/DISCUSSION:

The Bus Operations Subcommittee (BOS) comprises seventeen (17) voting members (Attachment A) and operates under the authority of the Los Angeles County Metropolitan Transportation Authority (Metro). The City, through Montebello Bus Lines (MBL), is an active participant in the BOS, which provides technical support and serves as a platform for regional public transportation operators to discuss transportation policies, financing programs, and operational challenges in Los Angeles County. On March 3, 2025, the BOS issued a notice inviting BOS voting members to apply for the FY 2026 FTA Section 5307 – 15% Capital Discretionary Funds and 1% ATI Funds (Attachment B).

The 15% Discretionary Capital Funds prioritize replacing buses that have exceeded the twelve (12) year useful life benchmark (ULB), extending the lifespan of current buses, upgrading or replacing bus operation facilities, and supporting projects related to alternative fuels, transit centers, and farebox technology. These funds are designed to support the modernization of bus fleets and improve the efficiency, sustainability, and safety of transit operations. In particular, these funds focus on alternative fuels and the adoption of new technologies that help reduce greenhouse gas emissions and promote a cleaner, more energy-efficient transit system.

If awarded, staff plans to use the allocated 15% Discretionary Capital funds to purchase three (3) FCEBs. These zero-emission buses will significantly reduce the City's carbon footprint, improve air quality, and enhance the sustainability of public transportation. Hydrogen fuel cell technology offers a clean energy alternative to diesel-powered buses, while maintaining high performance and range. This initiative aligns with MBL's Zero Emission Bus Rollout Plan.

The 1% ATI funds are aimed at projects across six (6) categories: bus stop amenities, signage, pedestrian and bicycle access, landscaping, and historic preservation. Eligible initiatives include improvements such as upgrading transit infrastructure like shelters and signage, enhancing accessibility for pedestrians and cyclists, and preserving historic mass transit facilities.

On February 28, 2024, the City Council awarded a professional services agreement (No. 4180) to Kimley, Horn, and Associates Inc. for BSIP consulting services, which includes a comprehensive assessment of MBL's bus stop infrastructure. The project involves a detailed survey and inventory of all bus stops within the City's jurisdiction. If awarded, ATI funds will be used to replace signage, benches, and trash receptacles based on the results of the analysis.

Since the City is eligible to apply for both the FY 2026 FTA Section 5307 – 15% Discretionary Capital Funds and 1% ATI Funds, staff recommend that the City Council consider adopting Resolution No. 25-21 (Attachment C) authorizing the City to apply for both funding opportunities. If granted, these funds will support MBL in advancing the City's commitment to innovative, cutting-edge technologies, further reducing its carbon footprint, and contributing to the sustainable electrification of transportation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider adopting Resolution No. 25-21 to authorize the submission of an application for FY 2026 to the Metro BOS for FTA Section 5307 - 15% Discretionary Capital Funds and 1% ATI Funds; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – BOS Member Agencies
2. Attachment B – FY26 FTA Section 5307 – 15% Discretionary Capital Funds and 1% ATI Funds Guidelines
3. Attachment C – Resolution No. 25-21

ARTICLE II. MEMBERSHIP

The Bus Operations Subcommittee shall consist of seventeen (17) voting members and ex-officio members selected as follows:

a. Included Operators of Los Angeles County [one (1) vote each]:

- Arcadia Transit
- Claremont Dial-A-Ride
- Commerce Municipal Bus Lines
- Culver City Municipal Bus Lines
- Foothill Transit**
- Gardena Municipal Bus Lines
- LACMTA Operations
- La Mirada Transit
- Long Beach Transit
- Los Angeles Department of Transportation*
- Montebello Bus Lines
- Norwalk Transit System
- Redondo Beach Wave
- Santa Monica's Big Blue Bus
- Torrance Transit System

b. Eligible Operators of Los Angeles County [one (1) vote each]:

- Antelope Valley Transit
- Santa Clarita Transit

c. Non-Voting Members (Ex-Officio)

- MTA – Approved Transportation Zone(s)¹

* Asterisk represents that those operators are either receiving partial or full formula funding under the eligible operator criteria.

¹ MTA approved Transportation Zone(s) shall become Included Operators and eligible to vote once provisions for eligibility have been achieved per established guidelines.

Bus Operations Subcommittee

Date: March 3, 2025

To: BOS Members

From: John Xie, BOS Secretary

RE: FY2025 Appropriations of FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

In 2025, BOS Working Group reviewed and considered potential modification of the priorities, application process, forms and scoring sheets associated with the FY 2026 FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds project process. The draft guidelines were discussed during the BOS meeting of February 18, 2025. BOS discussed bus price survey cost methodology during the FY 2023 review process and confirmed the bus price value is total bus cost: base pricing, options, ADA expenses and taxes.

During the 2023 application process, BOS approved annual funding to the California Transit Training Consortium (CTTC) for a three-year annual allocation for FY2024 (\$360,000), FY2025 (\$360,000) and FY2026 (\$360,000). The CTTC will not resubmit a request for the next application period. The CTTC funding allows for BOS members to benefit from the Maintenance Training program at no cost to the transit agency. Long Beach Transit submits the application as the lead agency and allocates the funds directly to CTTC. The CTTC allocation is awarded first from the annual 15% funding.

BOS members voted to approve the application packet at the February BOS Meeting. The packet includes: principles, priorities, application procedures and updated bus pricing survey (Attachment A); and project description and justification templates (Attachment B) and the required Transit Agency Certification Sheet. As has been done in the past, the project proposals will be evaluated based on approved principles, priorities and eligibilities. No amendments are proposed to Principles, Priorities, Application Procedures and Application Templates.

The schedule for the application and award process is as follows:

February 18, 2025	Principles and Application packet approved at BOS
February 28, 2025	Final Principles and Application Packet emailed to BOS members
March 27, 2025 – 5:00 PM (Thursday)	PROJECT PROPOSALS DUE via email to jxie@foothilltransit.org LATE submissions will be DISQUALIFIED
April 2, 2025 (Wednesday)	Agencies' Proposals and Scoring Sheets emailed to BOS members for evaluation
April 15, 2025 (BOS Meeting)	Agency presentation and final scoring; award amount recommendation

Please submit your project proposal(s) in accordance with Application Procedures outlined in the application packet. If you have any questions and/or require additional information, please contact John Xie at 626-931-7261 or jxie@foothilltransit.org. Thank you all for your participation and contributions to this process.

FTA Section 5307
15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

The following principles shall be applied to project applications for both funding sources:

Principles:

1. Qualifying agencies may submit only one project per funding category.
2. Qualifying agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures. The eligible expenditures shall be identified, and the funding amount shall be estimated in both project applications by category.
3. In order for a project to be eligible for funding, it must receive a score of 70 or higher.
4. No one agency is eligible to claim more than 50% of the available funding for in either funding source.
5. Multi-agency cooperation on projects is encouraged.
6. Overmatching on projects is encouraged.
7. Discretionary capital funds originating from federal urbanized area formula funds for Urbanized Area 2 (UZA 2) shall be recommended for allocation only for projects that are located within, operate within and/or generate National Transit Database (NTD) data, and therefore federal revenues for UZA 2. Agencies with projects located in or operated outside of UZA 2, that also provide direct service to operations within UZA 2 will be considered for funding only in proportion to their UZA 2 operations. ex: 80% of a route is allocated to UZA x, with the remaining 20% of the route allocated to UZA 2 (as reported to NTD for annual reporting purposes). Through this process, only 20% of the total bus cost will be considered for funding at the federal approved percentage.¹
8. Any BOS member agency who is unable to send a voting representative to the scoring meeting may submit their scores for inclusion in the scoring process.
9. BOS shall re-evaluate these principles, priorities and procedures on an annual basis.

¹ For example, if a commuter bus reports 50% of its NTD data in UZA 2 and 50% of its NTD data in another UZA, an applicant may only request 50% of the needed funding from UZA 2's discretionary funds. Similarly, UZA 2 discretionary funds cannot be used to build/expand facilities in support of local fixed route services operating outside UZA 2, but may be used to build/expand facilities in proportion to their need to support operations within UZA 2.

SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS

The following **priorities (not in any order)** will be used to determine 15% Discretionary Capital Funds project eligibility:

- Bus Purchases
 - Replacement of existing buses that are at least 12 years old or have exceeded their life expectancy. Per SCAQMD Fleet Rule 1192, only alternative fuel vehicles which do not rely on diesel fuel may be purchased for operation within the South Coast Air Quality Management District. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative fuel technologies. Replacement buses have first priority within this category.
 - Service enhancement buses – lesser priority within this category.
- Mechanical rehabilitation of existing buses in order to extend the life of the bus for at least another 6 years.
- Bus Operation, Maintenance & Administration Facility – new or replacing existing facility at least 50 years old. Structural rehabilitation or expansion of existing facility in order to extend the life expectancy at least another 25 years; or modifications to existing facility to accommodate alternative fuel infrastructure.
- New alternative fuel or zero emission infrastructure projects (i.e. charging stations).
- Transit center projects.
- Regional farebox technology projects which adhere to FTA procurement requirements.
- Metro may be eligible to receive up to 50% of the 15% Discretionary Capital funding total upon submission of a qualifying project.

BOS Survey - Average Bus Prices for FY2024 Funds

Updates were made to the bus price survey conducted with adjustments made for recent procurements. BOS member agencies were requested to submit information on recent transit vehicle purchases (bus type, number purchased and vehicle costs including base cost, options, ADA, and taxes). The average of the total vehicle prices by vehicle type is based on the survey results, the CalACT/MBTA Purchasing Cooperative Agreement, DGS², recent vehicle purchases, and escalated 3.38% cost increases due to supply chain issues. Transit vehicle requests are capped using the average prices below:

Vehicle Type	Agencies	Purchases	# of Vehicles	Weighted Average	Note
Paratransit Minivan (Class D)	1	1	25	\$ 128,239	RTA
Paratransit Cutaway, Gasoline	1	1	25	\$ 166,754	RTA
Paratransit Cutaway CNG (Type C)	2	2	8	\$ 209,393	VVTA
Trolley Bus Gasoline	1	1	10	\$ 300,106	Torrance Transit
Paratransit Minivan (Electric)	1	1	1	\$ 78,917	LADOT I.C.E.
40' CNG Bus	1	1	24	\$ 709,002	Torrance Transit
40' H2 Fuel Cell	1	1	2	\$1,561,765	Torrance Transit
40' Electric Bus	2	2	42	\$1,432,282	5 Agencies
40' Electric Double Decker	1	1	12	\$1,758,000	Foothill Transit
40' Electric Commuter Bus	1	1	1	\$1,097,010	LADOT I.C.E.

² DGS: California Department of General Services Zero Emission Contract

SECTION 5307 – 1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDS

While the “Fixing America’s Surface Transportation Act” (FAST) ended the requirement for recipients to expend 1% of their funding for Associated Transit Improvements, BOS agrees that it is critical to remain focused on enhancing public transportation services.

The Los Angeles region is primed to grow transit ridership and is currently working to develop innovative solutions that address customer needs based on a better understanding of the changes in the region’s demographics, travel options and patterns. Dedicated funding to address these changes and implement future solutions that attract customers to ride more by retaining current customers, reclaiming past customers, and recruiting new customers, is critical to the success of transit in the County.

Therefore, in Los Angeles County, Associated Transit Improvements will continue to be funded with 1% of the regional FTA 5307 funding total upon submission of a qualifying project during the competitive process. Metro may be eligible to receive up to 50% of the total allocation of 1% funds.

Project priority and eligibility for 1% Associated Transit Improvement funds are numbered by priority and include the following:

1. Bus Stop Amenities including: bus shelters and furnishings, accessibility improvements, tables, benches, trash receptacles and street lights
2. Signage, including electronic systems
3. Pedestrian access and walkways and other enhanced access to mass transportation for persons with disabilities
4. Bicycle access, including bicycle storage facilities and installing equipment for transporting bicycles on mass transportation vehicles
5. Landscaping and other scenic beautification of transit-associated facilities
6. Historic preservation, rehabilitation and operation of historic mass transportation buildings, structures and facilities (including historic bus and railroad facilities)

APPLICATION PROCEDURES

The Transit Agency Certification Form must be completed, signed by your agency's designee, and submitted along with the Project Description and Justification Forms. Each Project and Justification Forms must be sent in ADOBE PDF format. Send separate Project PDF documents for the 15% forms and the 1% categories.

Agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures.

The FY2026 fund allocations for FTA Section 5307 15% Capital Discretionary and 1% set aside for Associated Transit Improvements (ATI) Funds have not been released at this time. The estimated available funding will be based on the FY2025 funds of \$47,132,886 and \$3,173,932 respectively. These fund estimates will be adjusted when the official funding marks are made available by the time of the fund award recommendation, scheduled for April 15, 2025. Agencies shall submit projects in accordance with federal guidelines.

In order to be considered, your project proposal must be submitted via email by **5:00 PM, Thursday, March 27, 2025.** **Any proposals received after the deadline will be deemed disqualified.** Since there is a good chance that the clocks on our Outlook systems may have minor discrepancies, it is recommended that you submit the proposal(s) about 15 minutes before 5:00 PM on the due date. Please try to limit proposals to no more than two pages while concisely addressing issues.

Please submit projects by **e-mail only** to: John Xie
Foothill Transit
jxie@foothilltransit.org
626-931-3369

You will receive an e-mail confirmation upon receipt of your application(s).

Evaluation and Award Procedures:

A package of scoring sheets and projects from certified agencies will be emailed to BOS members on Wednesday, April 2, 2025. BOS members will review all of the projects, except their own, and score them according to the approved criteria prior to the April 15, 2025 BOS meeting. At the BOS meeting, all the agencies that have submitted projects will have an opportunity to provide a three-minute presentation on each project and answer any questions regarding the agency's project(s).

Each agency will submit a final score on each project. Each agency's project is compared to the other project applications, therefore, only one agency shall receive the highest overall score for the 15% and the 1% applications, and each application shall receive its own unique score for the 15% and 1% categories. After the highest and lowest scores for each project are omitted to eliminate any inconsistencies, each project will receive an average score and will be placed in rank order. In order for a project to be eligible for funding, it must score 70 points or higher.

BOS members will discuss the projects and allocate available funds based on the scoring of the principles and project priorities herein. Priority for funding shall be given in scoring order, and no one project may receive more than 50% of the associated funding pot. It may occur that projects are not funded in their entirety.

Should the project submittals exceed available funds for either the 15% Discretionary Capital Funds or 1% Associated Transit Improvement (ATI) Funds, awards will be made according to an agreed upon scoring procedure by BOS members. After all projects have been scored and funds allocated, any remaining funds available will be allocated in the following order:

1. Increase funding levels (percent of project funded) to eligible projects already funded.
2. Begin funding projects that fell below the 70% eligibility threshold.
3. Conduct a second round of applications for award.

This order will also pertain to any projects that are interrupted and will not be completed due to unforeseen reasons. Once consensus is reached among BOS members and a vote to accept the allocations is conducted, the recommended award amounts will be forwarded to the Metro Board for approval.

5307 Discretionary Application Scoring Guidelines

The 5307 Discretionary Application Process under BOS is an annual competitive procedure to award funds to the Municipal Operators for various capital transit projects. Please consider the following criteria when evaluating the projects to determine your scores for the applications.

1. Scoring:

- a. Each agency's project is compared to the other project applications. *There should only be one agency who receives the highest overall score for the 15% and the 1% applications.*
- b. Each application should receive its own unique score when compared to another application in either the 15% or 1% funding categories.

2. Project Need

Rank the projects against each other comparing the vehicle ages, mileage, and lifetime of the vehicles. Consider how the agency uses its 5307 funding – i.e., vehicles, preventive maintenance, facilities, etc. Does the project meet the agency's Transit Asset Management (TAM) Plan guidelines?

3. Leveraging:

Leveraging funds describes the applicant's ability to provide a higher local match than the required 20%. Projects with a higher local contribution allow BOS the potential to fund a higher number of projects with the available funds.

4. Project Readiness:

Examples of Project Readiness may include an explanation in which plans and specifications are nearly complete or complete. For example, bus purchases may score higher if the agency has plans through a joint procurement/cooperative agreement or is on an existing bus purchase contract with options. Transit amenities projects may include an explanation that describes the progress of the plans and specifications; plans that are nearly 100% complete should score higher than projects that have completed specifications that are less than 100%. Scoring should be incrementally lower based on the status of the completion of the specifications.

5. Benefit to Transit Users

Rank the project's contributions to transit benefits. For example: Does the project improve air quality? Does the project directly benefit users or provide an indirect benefit (such as air quality, reduces congestion, etc.) Does the project support or improve regional coordination or connections? Does the project increase transit ridership?

**FTA Section 5307
15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds**

TRANSIT AGENCY CERTIFICATION FORM

(Please circle YES or NO for each question)

1. Is your agency a current FTA grantee? **YES** **NO**

2. Does your agency file NTD reports with the federal government? **YES** **NO**

3. Does your agency have lapsing 15% and 1% funds which are not already in obligated grants, programmed in the TIP, or in a TIP project already submitted to Metro? **YES** **NO**

4. If your agency receives full funding from other sources for the same project, do you agree to return excess funds to the "pot" for reallocation? **YES** **NO**

5. Has your agency sold or traded any transit specific funds for non-transit funds resulting in an overall loss of transit funds to the agency in the last two fiscal years? **YES** **NO**

6. If your project is a bus purchase, does your project comply with the SCAQMD Fleet Rule 1192 which is required for any transit bus operated within the LA UZA region? **YES** **NO**

AGENCY CERTIFICATION:

I certify that the above statements are true and accurate and that my agency's applications for FTA 5307 15% Discretionary Capital and/or 1% Associated Transit Improvement Funds demonstrate viable projects for which match funding has been identified.

Printed Name and Title

Signature

Date

BOS Review By:

Date:

FY 2025 SECTION 5307
15% CAPITAL DISCRETIONARY FUND
PROJECT DESCRIPTION AND JUSTIFICATION TEMPLATE
Due by Thursday, March 27, 2025 at 5:00 PM to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE: _____

PROJECT DESCRIPTION: _____

PROJECT JUSTIFICATION / NEED: (45 points)

Projects requesting vehicles should minimally answer the following:

How old is the vehicle being replaced and how many miles will it have on it at the time of replacement? Do they meet FTA end of life cycles? Were the vehicles purchased new or used? If used, how old were they at the time of purchase? Describe how you use your CAP 5307 funds.

Projects requesting facilities should minimally answer the following:

How old is the facility being replaced? What is the size of the facility being planned? Describe the need for additional facility space. If requesting a fueling facility, describe the current fueling situation. Is the agency switching fuel paths?

PROJECT READINESS: (20 points)

Is the project in an agency-approved SRTP? Provide TIP Project number and TIP year.

If funding request is for vehicles, when is vehicle delivery expected?

If funding request is for a facility: Has the facility been designed? Has it completed preliminary engineering? Has it undergone an environmental review (EIR)? Is there any community opposition to the project?

COST EFFECTIVENESS & LEVERAGING: (20 points)

What other funding pots have you applied for to pay for this project? (e.g. Federal Appropriations or Call for Projects) How much unobligated FTA 5307 15% funds does your agency have? What are the plans for obligating those funds in a grant? What other unobligated capital funds do you have? How are you planning to spend those funds? What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. How will this project improve the regional transit network?

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

Priority # _____

ATTACHMENT B
Project Description

FY 2025 SECTION 5307

**1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDING
PROJECT DESCRIPTION & JUSTIFICATION TEMPLATE**

Due by Thursday, March 27, 2025 at 5:00 PM to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE: _____

PROJECT DESCRIPTION: _____

PROJECT JUSTIFICATION / NEED: (45 points)

Why is the agency performing the project?

What is the need for the project?

PROJECT READINESS: (20 points)

Is the project in an agency-approved SRTP?

Provide TIP Project number and TIP year.

When is the project expected to be completed?

COST EFFECTIVENESS & LEVERAGING: (20 points)

What other funding pots have you applied for to pay for the project? What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s? How much unobligated FTA 5307 1% funds does your agency have? What are the plans for obligating those funds in a grant? What other unobligated capital funds do you have? How are you planning to spend those funds?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. Include relevant connectivity to other transit systems, light rail, etc.

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

RESOLUTION NO. 25-21

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,
APPROVING THE APPLICATIONS FOR FY 2026 FEDERAL TRANSIT
ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL
FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUND
COMPETITIVE GRANTS**

RECITALS

WHEREAS, the Federal Transit Administrator has the authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the Bus Operator Subcommittee is responsible for approving eligible projects for both Section 5307 – 15% Discretionary Capital Funds and 1% Associated Transit Improvement funds within the framework of the Bus Operations Subcommittee (BOS); and

WHEREAS, the applicant will adhere to the FY 2026 Application Guidelines and submit an eligible project.

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

**APPROVES THE FILING OF AN APPLICATION FOR THE APPLICATION FOR FY
2026 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15%
DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT
IMPROVEMENT FUND COMPETITIVE GRANTS**

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

RESOLUTION NO. 25-21

Page 2 of 3

3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application for federal assistance grant or cooperative agreement; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

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

APPROVED AND ADOPTED THIS 12TH DAY OF MARCH 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. 25-21 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 March 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

RESOLUTION NO. 25-21

Page 3 of 3

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 # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE SUBMISSION OF THE CITY'S FISCAL YEAR 2025-26 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)**

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program (Measure W) Annual Expenditure Plan for Fiscal Year 2025-26; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Safe, Clean Water (SCW) Program Fiscal Year 2025-26 local return allocation for Montebello is estimated at approximately \$910,000. Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this \$33.3 million project is complete and the City's total contribution is \$4,532,424. The Annual Plan Program for FY 2025-26 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project in the amount of \$252,702. The City will also contribute \$36,000 annually to the operation and maintenance of this project.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 12, 2025

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Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund (Fund 229) and will not impact the General Fund. The FY 2024-25 budget includes appropriations for these and related expenses in Fund 229. Subsequent budgets will be developed to include appropriations for eligible expenditures. The payment schedule per the terms of the agreement is as follows:

Invoice No.	Amount	Payment Date
1	\$700,000	6/10/2021
2	\$800,000	6/9/2022
3	\$758,106	7/6/2023
4	\$758,106	1/11/2024
5	\$758,106	12/5/2024
6	\$252,702	12/30/2025
7	\$252,702	12/30/2026
8	\$252,702	12/30/2027
Total:	\$4,532,424	

The balance of the annual funds is programmed for administrative programs, operation and maintenance activities related to regulatory compliance. For the upcoming fiscal year, the table below lists the expenditures, budgets for the expenditures, and total budget for the City's SCW Program Payment.

Expenditure Type	Expenditure Name	Expenditure Budget
Project 1	East Los Angeles Sustainable Median Stormwater Project	\$252,702
Project 2	East Los Angeles Sustainable Median Stormwater Project O & M	\$36,000
Project 3	Citywide Catch Basin CPS Inserts Installation Project – CP 931	\$516,298
Program 1	Stormwater and Urban Runoff Monitoring and Reporting	\$200,000
Program 2	Water Quality Programs Administration and Coordination	\$55,000
	Total:	\$1,060,000

The City has approximately \$150,000 of unprogrammed Measure W funds and will be appropriated to Project 3 - Citywide Catch Basin CPS Inserts Installation Project – CP 931, which includes the estimated funds for FY 2025-26. The \$910,000 in revenue will be recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The \$910,000 in expenses will be recorded in Account No. 229-30-315-6040.10 (Outside Contracts). Subsequent budgets will include the anticipated revenue and planned expenditures in Fund 229.

BACKGROUND/DISCUSSION:

On August 28, 2024, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities.

Annual expenditure plans are due April 1st of each year for the upcoming fiscal year. The intent of this plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The plan includes the expected budget of estimated expenditures, an overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

The following are guidelines under the County's SCW Program:

18.06 - Municipal Program Implementation.

- A. The Municipal Program shall be implemented in accordance with the provisions of this Section.
- B. Each Municipality receiving Municipal Program funding from the SCW Program shall perform the following functions as part of the Municipal Program:
 - 1. Prioritize the development of Projects that, to the extent feasible, assist in achieving compliance with the MS4 Permit.
 - 2. Prepare, prior to the start of that Municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year.
 - 3. Comply with all SCW Program reporting and audit requirements and provide to the District additional financial and other information, as required by the SCW Program or upon request of the District.
 - 4. As part of the Municipal Program planning process, consider Municipal-level requests for Projects from eligible Infrastructure Program Project Applicants.
 - 5. At least annually, prepare and provide to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of revenues from the SCW Program.
 - 6. Operate in accordance with best practices for government agencies.
 - 7. Be strictly accountable for all funds, receipts, and disbursements by the Municipality.
 - 8. Identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for the use of the Municipal Program funds during the planning and implementation of Projects and Programs.
 - 9. Comply with all Transfer Agreement requirements.
 - 10. Prepare a vector minimization plan addressing vector considerations for the design, operation, and maintenance of each Project.

C. Maintenance of Effort.

1. A Municipality must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the MS4 Permit, so long as the Project complies with Municipal Program requirements.
2. Up to thirty percent thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

D. Municipal Program Annual Progress/Expenditure Reports.

1. Each Municipality shall prepare and submit an annual report to the District, not later than six months after the end of that Municipality's fiscal year.
2. The annual report shall include the following information:
 - a. A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through use of SCW Program funds;
 - b. The amount of SCW Program funds expended;
 - c. Documentation that the SCW Program funds were used for eligible expenditures;
 - d. A description of work accomplished during the reporting period;
 - e. The milestones or deliverables completed/submitted during the reporting period;
 - f. The work anticipated to be accomplished during the next reporting period;
 - g. Photo documentation of the above, as appropriate;
 - h. Additional information as required by the District; and
 - i. A description of the Municipality's stakeholder-engagement activities during the reporting period, including documentation, as appropriate.
3. The District shall review each Municipality's annual report to make a preliminary determination of whether and the extent to which each Municipality's expenditures achieved SCW Program Goals, and the District shall forward its preliminary determination to the ROC.
4. The ROC shall review the Municipalities' annual reports after the District has completed its preliminary determination, to evaluate whether and the extent to which the Municipalities' expenditures achieved SCW Program Goals and develop recommendations as appropriate. The ROC shall report its findings and recommendations to the Board and provide copies to the respective Municipalities. (Ord. 2019-0042 § 11, 2019.)

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended action will allow the City to submit the required annual Los Angeles County Safe Clean Water Program (Measure W) expenditure plan for Fiscal Year 2025-26. There is no direct fiscal impact to the recommended actions. The FY 2025-26 budget will be developed to include funding for the expenditures detailed above.

ATTACHMENT(S)

1. Attachment A - Montebello Measure W Annual Plan 2025-26

SCW Program Annual Plan 2025-2026: Description of Projects

PROJECT 1: **East Los Angeles Sustainable Median Stormwater Capture Project**

BUDGET: **\$252,702**

DESCRIPTION: The City implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells and creating community recreational spaces. The BMPs are sized to capture and treat approximately 22 ac-ft of urban and stormwater runoff from a 3,000-acre tributary area. Community benefits include jogging paths, drought tolerant landscaping, and educational/interpretive signs. The project was programmed into the Rio Hondo WASC SIP, and the City is funding its own cost-share through the Measure W local return.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby

increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See responses to Goals 1, 2, and 3.

Goal 6: Prioritize Nature-Based Solutions.

The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 8: Encourage innovation and adoption of new technologies and practices.

The project will incorporate drywells and water-wise landscaping and irrigation practices.

Goal 9: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently an unused public right-of-way.

Goal 10: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 11: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures and also incorporating the knowledge and experience to future similar projects.

Goal 12: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 13: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.

Qualitative Targets and Corresponding Metrics

Targets 1-3:

Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

See response to Goal 3 above.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

This assessment will be provided in the Annual Progress/Expenditure Report. However, an NBS classification of "Better" or "Best" will likely be achieved.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

This assessment will be provided in a future Annual Progress/Expenditure Report.

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2025-2026: Description of Projects

PROJECT 2: **Operation and Maintenance of the East Los Angeles Sustainable Median Stormwater Capture Project**

BUDGET: **\$36,000**

DESCRIPTION: The City implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells and creating community recreational spaces.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See responses to Goals 1, 2, and 3.

Goal 6: Prioritize Nature-Based Solutions.

The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 8: Encourage innovation and adoption of new technologies and practices.

The project will incorporate drywells and water-wise landscaping and irrigation practices.

Goal 9: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently an unused public right-of-way.

Goal 10: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 11: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures, and also incorporating the knowledge and experience to future similar projects.

Goal 12: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 13: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.

Qualitative Targets and Corresponding Metrics

Targets 1-3:

Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

See response to Goal 3 above.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

This assessment will be provided in the Annual Progress/Expenditure Report. However, an NBS classification of "Better" or "Best" will likely be achieved.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

This assessment will be provided in a future Annual Progress/Expenditure Report.

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2025-2026: Description of Projects

PROJECT 3: Citywide Catch Basin CPS Inserts Installation Project – CP 931

BUDGET: \$516,298

DESCRIPTION: The City, in coordination with an environmental consultant, inspected and inventoried both the City's catch basins and Los Angeles County's catch basins in preparation of future work to measure, fabricate and install Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS) units. The United States Environmental Protection Agency for Region 9 (EPA) and Los Angeles Regional Water Quality Control Board (LARWQCB) staff members require the City to complete the remaining fabrication and installation of CPS and ARS units on Los Angeles County Department of Public Works (LACDPW) catch basins. ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Trash excluders are the preferred structural method to meet the Total Maximum Daily Loads (TMDL) requirements as set forth by the LARWQCB.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project consists of purchasing and installing trash capture devices in catch basins. The devices will be connector pipe screens certified as full trash capture by the State Water Board. The devices will be installed in high priority land uses as defined by the Statewide Trash Provisions (industrial, commercial, high density residential, mixed use, and transportation).

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Trash excluders are the preferred structural method to meet the TMDL requirements as set forth by the LARWQCB.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

See response to Goal 2.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

This program is partially funded by Measure W funds, though the City pays a majority of the cost associated with this program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See response to Goal 2.

Goal 6: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 7: Encourage innovation and adoption of new technologies and practices.

The project will incorporate ARS units and CPS units to prevent trash and debris from entering a catch basin during dry weather and moderate storm flows.

Goal 8: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 9: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow the City to meet the TMDL requirements

Goal 10: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 11: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance.

SCW Program Annual Plan 2025-2026: Description of Programs

PROGRAM 1: CWE - Stormwater and Urban Runoff Monitoring and Reporting

BUDGET: \$200,000

DESCRIPTION: This program is implemented to assess the City's compliance with water quality requirements and measure/improve the effectiveness of implementation of the Municipal National Pollutant Discharge Elimination System (NPDES)/ Municipal Separate Storm Sewer System (MS4), Watershed Management Programs (WMP), and SCW Programs. In terms of monitoring, this includes implementation of receiving water monitoring, outfall monitoring, and outfall screening under the Coordinated Integrated Monitoring Program. In terms of reporting, this includes the NPDES Individual Annual Reports and Watershed Annual Reports, WMP Adaptive Management Reports, WMP updates, TMDL Compliance Reports, and Reports of Waste Discharge.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

The program is implemented to evaluate water quality and the City's progress toward attaining water quality requirements. The program is utilized to inform decision-making in the interest of improving water quality. In addition, includes administering the WMP and Municipal NPDES Program and MS4 compliance, which both support this particular goal.

Goal 2: Implement an iterative planning and evaluation process to ensure adaptive management.

The program is iterative as monitoring and reporting is conducted (and required) on an established, regular basis, ensuring that implemented pollutant controls are routinely assessed, improved, and adaptively managed.

Goal 3: Promote green jobs and career pathways.

The program requires a skilled workforce to conduct monitoring and compile, assess, and summarize water quality data.

Qualitative Targets and Corresponding Metrics

Targets 1-3: Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

Not applicable as this is a monitoring and reporting program.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

SCW Program Annual Plan 2025-2026: Description of Programs

PROGRAM 2: Water Quality Programs Administration and Coordination

BUDGET: \$55,000

DESCRIPTION: This program is to administer the City's surface water quality programs, including the Safe Clean Water (SCW) Program, Watershed Management Program (WMP), and the Municipal NPDES Program. Tasks include overseeing and assuring quality of planning, funding, and implementation activities, holding and participating in interagency program meetings, providing program summary reports and technical assistance, preparing comment letters, and engaging with program stakeholders.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP and Municipal NPDES Program, which both support this particular goal.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

See response to Goal 1.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

See response to Goal 3.

Goal 5: Invest in infrastructure that provides multiple benefits.

See response to Goal 3.

Goal 6: Prioritize Nature-Based Solutions.

See response to Goal 3.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP, which supports this particular goal.

Goal 8: Encourage innovation and adoption of new technologies and practices.

See response to Goal 3.

Goal 9: Invest in independent scientific research.

See response to Goal 3.

Goal 10: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

See response to Goal 3.

Goal 11: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

See response to Goal 3.

Goal 12: Implement an iterative planning and evaluation process to ensure adaptive management.

See response to Goal 7.

Goal 13: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Goal 14: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Qualitative Targets and Corresponding Metrics

Project and program specific targets will be included in individual SCW funding requests for those projects.



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4182 WITH ZENCITY FOR SOCIAL MEDIA MONITORING AND ANALYSIS

DATE: March 12, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4182 with ZenCity in an amount not-to-exceed Forty-Nine Thousand Dollars (\$49,000) annually for three (3) years with two (2) one-year renewal options for social media monitoring and analysis; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed annual cost for ZenCity services under the proposed agreement (Attachment A) is \$49,000 annually for a three (3) year term, for a total not-to-exceed amount of \$147,000 over the three year term.

The awarded agreement will be managed by the Public Affairs Division ("Division") and funded within the Division's budget. The Fiscal Year 2024-25 budget includes funding for the first year expense of the proposed agreement, and subsequent budget requests will incorporate appropriate funding. Therefore, no budget amendment is required as part of the recommended actions.

BACKGROUND/DISCUSSION:

The City of Montebello is committed to leveraging technology to improve the delivery of services and enhance the overall experience for residents. In 2024, the City's social media platforms gained 14,662 new followers (total of 44,245) and received more than 517,844 engagements. The City's website, www.montebelloca.gov, saw nearly 500,000 views and received more than 300,000 engagements, and the "My Montebello" app received approximately 9,250 requests for service.

With an increasing demand for community engagement through social media, there is a need for the City to invest in innovative solutions that meet the evolving expectations of the community. The ZenCity platform is uniquely tailored to municipal needs and ensures local governments can easily hear and understand real-time needs and priorities of community members. Unlike traditional survey tools, generic data analytics services or sole-source media contact scheduling platforms, ZenCity aggregates and analyzes resident feedback from multiple sources including social media, city hotlines, and city surveys. Additionally, ZenCity provides City staff the ability to schedule social media content across all city-used platforms, including platforms that other vendors do not provide the ability to whic to post directly.

The City originally entered into an agreement with ZenCity in 2020 which will be reaching the end of its five (5) year allowable term. Staff have been extremely satisfied with the services provided by Zencity and wish to enter into a new agreement. The new proposed agreement with ZenCity adds additional services and allows the City to transition to utilizing one vendor for social media community engagement purposes. ZenCity provides comprehensive services that include generating social media analytic reports, viewing real-time insights, publication to social media platforms in one place, and the ability to create, publish, and gather input through community surveys -- such as the annual budget survey. In previous years, the City contracted with multiple vendors to perform these services. The City now desires to enter into a new three (3) year term agreement with the option for two (2) one-year renewals with Zencity.

ZenCity offers unique services that seamlessly integrate into the City's existing social media system. Currently, there are no other vendors that have the ability to provide all the services of ZenCity in one platform. Pursuant to Montebello Municipal Code (MMC) § 3.21.025(B)), ZenCity services qualify as a sole source procurement based on the justifications outlined in the Sole Source Declaration. Specifically, ZenCity offers patented data analytics, artificial intelligence-driven insights, social media post scheduling, survey services, and other resources that are exclusively available from the company. Furthermore, a market survey conducted by the Public Affairs Division has determined that no other vendors can meet all the required specifications for these services in an all-in-one platform, further supporting the sole source designation. Given these factors, the procurement of ZenCity's services aligns with the exceptions allowed under the City's procurement policies in MMC 3.21.025(B).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize the City Manager to execute Professional Services Agreement No. 4182 to ZenCity in an amount not-to-exceed Forty Nine Thousand Dollars (\$49,000) annually for three (3) years with two (2) one-year renewal options for community engagement services; and authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Draft Agreement No. 4182 in Substantial Form
2. Attachment B - Sole Source Declaration

CITY OF MONTEBELLO

**INFORMATION AND TECHNOLOGY SERVICES AGREEMENT NO. 4182
WITH ZENCITY TECHNOLOGIES US INC.**

THIS INFORMATION AND TECHNOLOGY SERVICES AGREEMENT ("Agreement") is made and entered into on **March 12, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Zencity Technologies US Inc. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into a license agreement effective April 1, 2020 (the "License Agreement"); and

WHEREAS, the Parties agreed to an addendum to the License Agreement which extended the term of the License Agreement to April 1, 2025; and

WHEREAS, the CITY continues to desire to retain a qualified professional contractor to provide data collection and analysis technology services in the CITY; and

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

WHEREAS, upon the expiration of the License Agreement, the CITY and CONTRACTOR mutually agree to enter into a new contract effective April 1, 2025, for information and technology services; 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 any and all addenda or supplemental agreements.
2. CONTRACTOR's Proposal
3. 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4182

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c. To avoid all doubt, as of April 1, 2025, the License Agreement shall have no further force or effect and is not incorporated into the terms of this Agreement.

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.

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

c. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation of **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire when the services are completed, but no later than 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.

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the

services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. COPYRIGHT/TRADEMARK/PATENT.

a. If any Services or any item used by CONTRACTOR to provide the Services violate or infringe upon the rights of any third party, including any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, CITY may seek the remedies set forth in this Section 5. CONTRACTOR is and shall be (a) either the owner of, or authorized to use, the software and related material used in connection with the Services, which is not otherwise owned by District, and (b) sufficiently authorized to grant to District the rights, title, interest and/or ownership in and to materials, information, documentation, or other deliverables developed by CONTRACTOR for CITY as part of the Services. CONTRACTOR will use commercially reasonable efforts to perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, the patent, copyright, trademark, trade secret or other proprietary rights of a third party.

b. If a third party claims that the Services or any item used by CONTRACTOR to provide the Services infringes that party's patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, CONTRACTOR shall defend CITY, its officers, officials, employees, agents, designated volunteers, and CITY's elected officials from any and all damages, costs and expenses, including attorneys' fees, arising out of or related to that claim, and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by CONTRACTOR, provided that CITY: (i) notify CONTRACTOR in writing of the claim; and (ii) allow CITY to control, as determined in its sole discretion, and reasonably cooperate with CONTRACTOR in, the defense and any related settlement negotiations.

c. If a claim under this Section 5 is made or appears likely to be made, or if any item used by CONTRACTOR to provide the Services becomes, or in CONTRACTOR's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, CONTRACTOR shall, at its option: (i) replace the same without additional charge, by compatible, functionally equivalent and non-infringing product(s); and/or (ii) modify such product, or component or part thereof, to avoid the claim or infringement and retain materially similar functionality; and/or (iii) obtain license(s) for CITY to continue use of such product, or component or part thereof, at no additional cost to the CITY. If CONTRACTOR determines that none of these alternatives is reasonably available, the CITY agrees to return the product to CONTRACTOR on CONTRACTOR's written request, and CONTRACTOR shall return all amounts paid under this Agreement to the CITY within thirty (30) calendar days after CONTRACTOR's knowledge of claim or potential claim for the applicable product or components or parts thereof, affected by loss of the applicable product.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have

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been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR 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) calendar 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) calendar days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) calendar days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those 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) calendar days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. RESERVED.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **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.
- **Cyber/Privacy/Information Technology** insurance with limits not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate, including coverage for costs of third-party notification, credit monitoring, and fraud protection.

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

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

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

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

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

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

h. The CONTACTOR 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 cyber 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 CONTACTOR 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 CONTACTOR 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 CONTACTOR's insurance and shall not contribute with it.

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

m. Procurement of insurance by the CONTACTOR shall not be construed as a limitation of the CONTACTOR's liability or as full performance of CONTACTOR's

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duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTACTOR 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 subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTACTOR and shall not bind or purport to bind the CITY and shall not release the CONTACTOR 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 subcontractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTACTOR 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;

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b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

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

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prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: RAlvarez@MontebelloCA.gov

With a copy to: City of Montebello – Public Affairs Division
Attn: David Sosnowski, Director of Recreation
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: DSosnowski@montebellocal.gov

If to CONTACTOR: ZenCity Technologies US Inc.
Attn: Eyal Feder, CEO
1313 N Market St., Suite 2100
Wilmington, DE 19801

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONTACTOR 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 CONTACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTACTOR 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 CONTACTOR 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 CONTACTOR. The CONTACTOR'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 CONTACTOR. 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]

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

("CITY")

CITY OF MONTEBELLO

("CONTACTOR")

Zencity Technologies US Inc.

Raul Alvarez, City Manager

Eyal Feder, CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Contractor's Proposal

EXHIBIT “A”

Contractor’s Proposal



Proposal For: Montebello, CA
Proposal Expiration: 04-01-2025

ZENCITY ORDER FORM ADDENDUM

This Addendum (the "**Addendum**") to Order Form by and between Montebello ("**Customer**") and Zencity Technologies US Inc. ("Zencity"), dated as of 4-1-2020 (the "**Order Form**") is entered into as of 4-1-2025 (the "**Addendum Date**"). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form. **Whereas**, the Parties wish to amend certain terms of the Order Form as set forth herein; **Now, therefore**, the Parties hereto agree to amend the terms of the Order Form as set forth below.

1. **Term.** The term of the Order Form is hereby extended for a 36 Months period commencing as of 4-1-2025 and ending on 4-1-2028 (the "Renewal Term").

2. **Recurring Fees.** [During the Renewal Term] The Recurring Fees table included in the Order Form shall be amended and replaced in its entirety as follows:

SKU	Item Name	Description	Term	Yearly Discounted Price	Term Discounted Price
ZC-ECI	Zencity 360 Essentials - Standard	Community Engagement SaaS Platform for cities with up to 100K residents. Organic - Processing organic feedback on various channels, including: - Unlimited full track of official sources and limited coverage of leading unofficial channels (40 unofficial sources) - Unlimited automated anomaly highlights, automated reports, digests and media mentions. - Limited projects [10] - Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels Pulse Survey - One ad-hoc online survey for generating quick results on timely issues. Zencity handles distribution, with guaranteed representative results. - One citywide/countywide sampling area (no geographic breakdown) - One full executive summary report - Online dashboard, including responses, feed, and performance scores - Unlimited translations of questions and responses for language spoken by up to 5% of the population and up to 3 more languages that are spoken by less than 5% of the population Engage - Community engagement collaboration and input interface: - One Engage domain with 3 simultaneous active engagement projects - Engagement surveys with contextual content and 15 question types, including mapping - Templated, pre-vetted polls on popular topics - Auto-moderated discussion threads - Automatic translation to 40 languages Experience surveys - questionnaire designed to immediately collect feedback on non-emergency services provided by the city	36 months	\$36,000	\$108,000
ZC-ENG	Zencity Engage Pro	Upgrade to: - Unlimited projects in the community engagement interface to share essential project context and invite resident collaboration and input. - Includes participatory budgeting public ideation boards	\$18,000	\$13,000	\$39,000
ZC-CSQ	Zencity Organic Pro	Upgrade to: - Additional insights (total of 4 per year) - Unlimited data sources managed by Zencity - Unlimited projects of organic feedback from channels throughout the client's community and translating that data into quickly digestible analysis and personalized insights, as well as Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels	\$36,000	FREE	FREE

Total Billed Yearly	\$49,000
Total Billed Per Term (3 Years)	\$147,000

3. **General.** This Addendum shall form an integral part of the Order Form. Unless expressly specified herein, all other provisions, terms and conditions in the Order Form shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the Order Form, with respect to matters described herein, the terms of this Addendum shall prevail. **In witness whereof**, the parties have executed this Addendum, effective as of the Addendum Date.

Zencity

Customer

Appendix A

Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and 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) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**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 (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee

or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

7.2. [The Parties agree that at least 60 days prior to the lapse of the Initial Term or each Renewal Term, they shall negotiate a Renewal Term in good faith]

7.3. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. **WARRANTY AND DISCLAIMER**

8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used. or: "under the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**") or any parallel term in the jurisdiction in which the Licensed Program is being used."

8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) 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 SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. 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 BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. 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, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). 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. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.



SOLE SOURCE DECLARATION

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

Item/Service	Social Media Post Scheduling, Survey Creation, Analytic Report Creation and Sentiment Analysis
Vendor	ZenCity
Address	1313 N Market St, Suite 5100
City, State	Wilmington, DE 19801

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

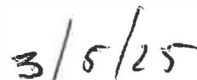
The City of Montebello Public Affairs Division completed a formal survey (Exception No. 5 on Page 2). Vendors were asked if their software can provide all of the following services for a client: social media post scheduling, sentiment analysis from official and unofficial channels, and survey creation capabilities. Per the individual vendor's written responses, the Public Affairs Division found that only one (1) vendor, ZenCity, is able to provide all these services in a single software package.

Therefore, ZenCity was found to be the one (1) vendor that can meet all of the listed requirements.

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



Department Director Signature



Date

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

Acceptable and Allowed Exceptions:

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



ITEM # 13

**APPROVAL OF MINUTES: JANUARY 8, 2025, CITY COUNCIL MEETING;
JANUARY 22, 2025, CITY COUNCIL MEETING; JANUARY 22, 2025, CITY
COUNCIL & SUCCESSOR AGENCY MEETING**



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, JANUARY 8, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem, Councilmember Torres, and Councilmember Peralta.

City Clerk Jimenez and City Treasurer Tanga were also present.

City Attorney Arnold Alvarez-Glassman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Carlos Roldan, Fire Chief Pelaez, and Police Acting Captain David Kim were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glassman announced the Closed Session Items. He further stated that item No. 3 would be moved to a future meeting.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:02 p.m. to consider the following Closed Session items:

1. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code section 54956.9(d)(1)
Salvador M. Chavez v. City of Montebello
Los Angeles Superior Court Case No. 22STCV09331

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Navarro vs. City of Montebello, et al. Case No. ADJ13310066, AD 2613081, DJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12 95501, ADJ2613081, ADJ10708805, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:02 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, City Council provided direction on a possible resolution of the case, no action was taken and nothing further to report; Item No. 3 was not discussed and will be held for a future date.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Fire Chief Pelaez.

CORRECTIONS TO THE AGENDA CITY MANAGER

Item No. 3 was moved to a future meeting.

CEREMONIAL ITEMS RESENTATIONS

4. CITIZEN OF THE MONTH - DARLENE SANCHEZ-FIERRO

Presented by Mayor Melendez.

5. PROCLAMATION FOR HUMAN RIGHTS MONTH

Presented by Mayor Melendez.

6. PROCLAMATION FOR HUMAN TRAFFICKING AWARENESS MONTH

Presented by Mayor Melendez.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged seven(7) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez offered his condolences to the families impacted by the fire. He further stated that the City activated the Emergency Operations Center to coordinate internal resources. There have been minimal impacts in the City of Montebello.

Chief Pelaez stated that the Department has been busy assisting with the fires. The City has a Strike Team of firefighters to assist with the fires at Palisades.

Mayor Melendez commended all staff, residents, and businesses assisting with the fires.

PUBLIC HEARING

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

RECOMMENDATION: It is recommended that the City Council:

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

Director of Planning and Community Development Joseph Palombi introduced Housing Manager Rosemary Perich, who presented the Five-Year Consolidated Plan. She spoke about preparing the plan, analyzing impediments, and preparing the Citizen Participation Plan.

Mayor Melendez opened the Public Hearing at 7:48 p.m.

The City Clerk's Office acknowledged two(2) members of the public wishing to address the City Council. The speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office. The speakers inquired about community outreach and housing.

Mayor Melendez closed the Public Hearing at 7:52 p.m.

Housing Manager Perich addressed the residents' questions regarding community outreach, allocation of funds, and housing.

Councilmember Peralta discussed her priorities, emphasizing the urgent need for the City to take climate change seriously. She highlighted that several neighboring cities have already implemented programs to become more environmentally friendly, providing specific examples. She also mentioned that Bimbo Bakeries in Montebello recently launched a Multi-

Site Microgrid Energy System to reduce carbon emissions across the U.S. landscape. Councilmember Peralta urged the City to explore similar initiatives and programs to promote sustainability.

Mayor Pro Tem Tamayo emphasized the importance of community outreach and encouraged residents to participate and share their feedback.

Councilmember Torres inquired about the goals and trends associated with the five-year Consolidated Plan.

Housing Manager Perich stated that the goals and trends are based on input provided by residents and stakeholders.

Councilmember Torres inquired about the challenges.

Housing Manager Perich explained the challenges the City faced. Initially, there was a delay in funding, and when it finally became available, the City was able to offer activities and programming to the community to utilize the funds. Unfortunately, no one registered for the offered program, therefore staff had to reassess and find alternative ways to spend the funds.

Mayor Melendez thanked staff for the presentation and the information provided.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the item was approved unanimously.

REGULAR BUSINESS

8. CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION

RECOMMENDATION: It is recommended that the City Council

1. Adopt a Resolution No. 25-02 to fill the 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 as may be desirable.

The City Clerk's Office acknowledged that (4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the Council and said speaker cards are on file at the City Clerk's office.

City Manager Alvarez provided a summary of the item.

Councilmember Torres expressed openness to an appointment process to fill the Council Vacancy, but voiced concerns about the proposed timeline. He suggested extending the timeline to allow more time for the applicants.

Councilmember Peralta expressed support for an appointment process but raised concerns about the timeline, emphasizing the importance of meeting the deadline to avoid putting the City at risk. She ultimately agreed with the suggested timeline and motioned to approve the item as presented.

Councilmember Torres proposed a two-week application process and provided additional dates for the City Council to meet, interview, and select a candidate to represent District 5.

Mayor Melendez reassured residents that while the City Council understands the urgency of filling the District 5 vacancy, they remain available to assist constituents in the meantime. He then inquired about the potential consequences if the City failed to meet the deadline.

City Manager Alvarez explained that if the deadline was not met, the decision would default to the Los Angeles County Registrar-Recorder/County Clerk, who would call a Special Election for the City. He further elaborated on the reasoning behind the selected deadline, noting that it allows residents to ask questions before the deadline, submit applications in person, and ensures adherence to the agenda posting timeline—promoting transparency for both the Council and the public.

Mayor Pro Tem Tamayo supported adhering to the proposed timeline.

Councilmember Torres opposed the suggested timeline and reiterated his proposed alternative.

Mayor Melendez requested that staff post the application information as soon as possible, including on social media, to ensure residents have ample time to apply.

Councilmember Peralta motioned to fill the vacancy by appointment and implement the suggested timeline, seconded by Mayor Pro Tem Tamayo; the motion was approved by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 3-1-0-0
AYES: Tamayo, Peralta, Melendez		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

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

RECOMMENDATION: It is recommended that City Council:

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

City Attorney Alvaez-Glasman provided a brief summary of the item.

The City Clerk's Office acknowledged one member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Torres thanked the Council for considering the new findings and correcting the previously taken action.

Councilmember Peralta motioned to approve the item.

Councilmember Torres requested to amend the motion and further suggested conducting 2-2-1 meetings with the Council to discuss adding protection and addressing deficiencies identified in the prior investigation. He emphasized that if a similar situation were to arise in the future, the policy should ensure employee protections, provide Councilmembers with a fair process, and support informed and ethical decision-making by the Council.

City Manager Alvarez stated that the intent of the policy is to establish a process based on best practices. Additionally, the City is exploring the possibility of a presentation from a third-party agency that specializes in investigating Councilmembers.

City Attorney Alvarez-Glasman noted that the policy could be further refined even after the adoption of the Resolution.

Councilmember Torres expressed support for approving the Resolution while reserving the opportunity to make additional policy adjustments following the 2-2-1 meetings with the City Manager.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve Item Nos. 10-16; the motion passed unanimously.

- 10. RESCIND AWARD AND AGREEMENT NO. 4230 WITH KYA SERVICES LLC FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION PROJECT AND REJECT ALL BIDS RECEIVED FOR THE TRANSPORTATION FACILITY RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSALS (RFP) NO. 24-24 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22 0, ET SEQ.**

RECOMMENDATION: It is recommended that the City Council:

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, approve the item; the motion passed unanimously.

- 11. ADOPT RESOLUTION NO. 25-03 TO AUTHORIZE SUBMITT G AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR GRA T FUNDING FROM THE SUSTAINABLE TRANSPORTATION PLANNING GRANT P OG M**

RECOMMENDATION: It is recommended tha the City C l:

1. Adopt Resolution No. 25-03 to autho ze submitting an application to California Department of Transportation (CalTr) grant fundin rom the Sustainable Transportation Planning Grant (STP Grant) Program; an
2. Take such additi al, related, ion that ma e desirable.

Councilmember Peralta motion d seconde Pro Tem Tamayo, to approve the item; the motion passed unanimously.

- 12. APPROVE AMENDMENT N 2 TO AGREEMENT NO. 3698 WITH PCAM LLC, DBA PARKING COMPANY OF AMERI , T XTEND P OFESSIONAL SERVICES NECESSARY FOR METROLINK RAIL FEEDER SHUTTL SERVICES**

RE MMENDATION: It is ecommended that the City Council:

1. prove Amendme No. 2 to Agreement No. 3698 with PCAM, LLC dba Parking Company of America (P M) to exercis the third and final one-year (1-year) contract extension for professional services requi d to supp the Metrolink Rail Feeder Shuttle Services; and,
2. Authoriz he ty Manager and/or his designee, to execute Amendment No. 2 on behalf of the City of Montebell nd,
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Bella Verde Drive Pavement Rehabilitation Project (CP No. 918) as completed by Copp Construction, Inc, and,

2. Approve the final contract amount with Copp Construction Inc. in the amount of \$1,010,979 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment (\$50,549) due to Copp Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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

RECOMMENDATION: It is recommended that the City Council:

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Peralta attended the 2025 Sacramento Legislative Tour in Sacramento. She further expressed appreciation for the opportunity to participate. She noted that the information gathered during the tour would be valuable in supporting and benefiting the community.

Mayor Melendez also attended the 2025 Sacramento Legislative Tour in Sacramento. He had an opportunity to meet with state representatives and the state auditor.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Mayor Pro Tem**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Councilmember**

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

Councilmember Peralta requested to move items 2 and 3 to the next meeting

1. Councilmember Peralta requested consensus to establish an Economic & Workforce Development Ad Hoc Committee. She explained that the committee would 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, she emphasized the importance of strategically planning for Montebello's growth and development.

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

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

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



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting in memory of Senator Archuleta's grandchild, Samantha Alex Robles, who tragically passed away, at 9:03 p.m.

THE MINUTES OF JANUARY 8, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF MARCH 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

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PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/8/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anthony Granados **PHONE:** _____

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: citizen

NOTES: North gate access at Bartolo Ave & Grant Res Park

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 01-08-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LEVAN PROTERO

PHONE _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Talk about drugs in Montebello

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

absent



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Enclosed fencing off Bartolo Ave.

MEETING DATE: 1/8/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Sandra Cabrera-Gonzalez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

MEETING DATE: 1/8/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Delgado **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.**

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** De Paul Center

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Bill Paolisso

PHONE: _____
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 8 Jan 2025 **TIME RECEIVED:** 1840

SPEAKER'S FULL NAME: GREG GONZALEZ **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 8

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 8

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

D5 Vacant seat

MEETING DATE:

01/08/25

TIME RECEIVED:

SPEAKER'S FULL NAME:

Jeos e Garcia

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 83



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 8

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1-8/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Felipe Carrillo

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: N/A

NOTES: How To Elect The council member for district #5

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 2

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1/8/25

TIME RECEIVED: 7:00 pm

SPEAKER'S FULL NAME: Kaya Yerbanc

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 9

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1/8/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Delia Delgado

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



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

MINUTES

WEDNESDAY, JANUARY 22, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the City Council and Successor Agency Meeting to order at 6:00 p.m. concurrently with the Regular City Council Meeting of January 22, 2025.

ROLL CALL

Members present were Mayor/Chair Melendez, Mayor Pro Tem/Vice-Chair Tamayo, Councilmember/Member Torres, and Councilmember/Member Peralta. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

PUBLIC COMMENTS ON NON-AGENDA AND 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/SA 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/SA 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/Chairperson and City Council/Agency.

None.

REGULAR BUSINESS - NONE**CONSENT CALENDAR**

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

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the items in the Consent Calendar; the motion was approved unanimously.

1. **APPROVAL OF SUCCESSOR AGENCY'S RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2025-26**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Successor Agency Resolution No. 25-01 (Attachment B) adopting the Fiscal Year 2025-26 Recognized Obligation Payment Schedule (25-26 ROPS) and Resolution No. 25-02 (Attachment C) Administrative Budget for the 2025-26 Fiscal year; and
2. Direct staff to submit all required resolutions and related documents to the State of California's Department of Finance per Assembly Bill 26, Senate Bill 107 and all related redevelopment dissolution statutes and guidelines; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 12, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 19, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the City Council and Successor Agency Meeting at 7:07 p.m.

THE MINUTES OF JANUARY 8, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF MARCH 2025.

DRAFT

AMENDED



**CITY OF MONTEBELLO
REGULAR MEETING**

MINUTES

WEDNESDAY, JANUARY 22, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the Regular City Council Meeting to order at 6:00 p.m. concurrently with the City Council and Successor Agency Meeting of January 22, 2025.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Torres, and Councilmember Peralta. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Fivecoat v. City of Montebello
Case No. 211026824, 211039924
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
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 to review on appeal from a decision of the Civil Service Commission
4. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:03 p.m.

All four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, direction was provided to special counsel, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 4, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Raul Alvarez informed the Council that Item No. 5 would be presented at a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS

5. **TREASURER'S REPORT**

This item was pulled.

6. **PRESENTATION ON THE WHITTIER NARROWS DAM PROJECT**

George P. Sunny, Project Manager of the Whittier Dam Narrows. The presentation covered the purpose of the Dam Safety Project, an overview of its functionality, the project timeline, expected impacts during construction, and the overall goals.

Mayor Pro Tem Tamayo asked about potential measures to prevent illegal dumping in the area, such as installing fencing or signage.

Councilmember Torres inquired about the communication process between the construction organization and the City. He emphasized the importance of ensuring ongoing communication, particularly in cases where issues such as dust from construction arise.

In response, Mr. Sunny stated that the organization would engage with neighboring stakeholders and the City prior to the start of construction to establish clear lines of communication.

Mayor Melendez inquired about the schedule for closures related to the project.

City Manager Alvarez informed the Council that the City would conduct community outreach to ensure residents are informed of any closures.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged eleven (11) member(s) of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

7. APPOINTMENT TO FILL DISTRICT 5 CITY COUNCIL VACANCY

RECOMMENDATION: It is recommended that the City Council:

1. Conduct interviews of applicants and make an appointment to fill an existing vacant City Council Seat for the term ending in December 2026; and
2. Take such additional, related action that may be desirable.

City Attorney Alvarez-Glasman stated that the Government Code does not impose restrictions on the appointment process. He also mentioned that he and the City Manager met with the Mayor to discuss a proposed process.

The process will proceed as follows: Each candidate will have the opportunity to deliver a two-minute oral statement, followed by a question from each Councilmember. Candidates will have one minute to respond to each question.

The City Clerk's Office acknowledged fourteen(14) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Council selected the following interview questions:

1. Mayor Melendez - Can you describe your overall experience, to include work, volunteer and/or community involvement, and how that has prepared you for this opportunity?
2. Mayor Pro Tem Tamayo - How do you balance the needs of the community or organization with your own values and priorities?
3. Councilmember Peralta - What would you say are the most important issues facing District 5 and how will you help address them?
4. Councilmember Torres - If you were in a position to allocate and spend \$1 million of general fund dollars, what programs and/or initiatives would you pursue? Please answer in the case of \$1 million on a citywide level, and \$1 million on a District 5 level.

The applicants were called for their oral statement and interview in the following order:

1. Rocio Y. Berru
2. Rafael Santoya
3. Joseph Sanchez
4. Ricardo Alonzo
5. William Paolisso III
6. James J. Santana

Mayor Melendez thanked the applicants for their participation.

Councilmember Torres requested a 10-minute recess at 9:41 p.m.

Mayor Melendez reconvened the meeting at 9:53 p.m.

Councilmember Torres highlighted all the positive aspects of the candidates' background and pointed out some commonalities in the way the questions were answered. He clarified the reasoning behind his question and what he was hoping to find. He also provided comments on each applicant's response.

Councilmember Peralta thanked the candidates for their participation.

Mayor Pro Tem Tamayo provided comments on each applicant's responses and thanked the applicants for their participation.

Mayor Melendez thanked the candidates for their participation and commitment.

Following the discussion, Mayor Melendez called for nominations for the City Council Vacancy.

Mayor Melendez nominated Bill Paolisso, seconded by Councilmember Torres, the motion failed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 2-2-0-0
AYES: Torres, Melendez		
NOES: Tamayo, Peralta		
ABSTAIN: None		
ABSENT: None		

Mayor Melendez nominated James Santana, there was no second; the motion failed.

Councilmember Torres requested to continue the item to a Special Meeting on Monday to review all responses and allow additional time for consideration before making a decision.

Mayor Melendez requested that the item be continued to Wednesday, January 29, 2025, at 6:00 p.m.

City Attorney Alvarez-Glasman clarified that the Council has received all comments on the item, and on January 29th, it will be presented solely for Council consideration.

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.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, that Item No's. 8-14, be approved; the motion passed unanimously.

8. **RESCIND THE AWARD AND AGREEMENT NO. 4257 WITH G&J NEON SIGNS, INC FOR THE INSTALLATION OF TWO (2) LED SIGNS PROJECT AND REJECT ALL BIDS RECEIVED FOR THE INSTALLATION OF TWO (2) LED SIGNS RESULTING FROM REQUEST FOR PROPOSALS (RFP) NO. 24-19 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22160, ET SEQ.**

RECOMMENDATION: It is recommended that the City Council:

1. Rescind the award and Agreement No. 4257 with G&J Neon Signs, Inc. (G&J Signs) for the Installation of Two (2) New LED Signs; and
2. Reject all bids received for the Installation of Two (2) LED Signs in response to Request for Proposals (RFP) No. 24-19; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

9. **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-08 FOR CONSULTANT SERVICES FOR THE WASHINGTON CORRIDOR TRANSIT-ORIENTED COMMUNITIES/MULTIMODAL CONNECTIVITY (TOC/MC) SPECIFIC PLAN**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the issuance of Request for Proposals (RFP) No. 25-08 for Professional Consulting Services to prepare the Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan; and
2. Take such additional, related action(s) that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

10. **ACCEPT FUNDING FROM THE UNITED STATES DEPARTMENT OF ENERGY (DOE) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM (EECBG)**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the United States Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program funds in the amount of \$121,520; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$121,520 in Account No. 265-30-332-6082 (Grants, Public Works, Energy Efficiency Conservation, Vehicle Purchase [Expenditures]) and \$121,520 in Account No. 265-99-4198.32 (Grants, Miscellaneous Grants, Energy Efficiency Conservation [Revenue]); and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

11. **AUTHORIZE SUBMISSION OF A MEMBER AGENCY ADMINISTERED PROJECT PRE-APPROVAL REQUEST APPLICATION TO CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR A RAIN BARREL DISTRIBUTION PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit a Member Agency Administered Program Pre-Approval Request application to the Central Basin Municipal Water District for a rain barrel distribution program; and
2. Authorize the City Manager to sign all applicable documents; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

12. **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3848 WITH ADS ON THE MOVE, LLC TO PROVIDE ADVERTISING SERVICES FOR THE MONTEBELLO BUS LINES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3848 with Ads On The Move, LLC, a subsidiary corporation under Media Management Consultant Services, for an additional one-year (1-year) term, to provide the City of Montebello with turnkey advertising services for Montebello Bus Lines' (MBL) advertising program; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

13. ADOPT RESOLUTION NO. 25-05 TO APPROVE THE CITY OF MONTEBELLO'S 2024-2028 EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM FOR MONTEBELLO BUS LINES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-05 to approve the City of Montebello's 2024-2028 Equal Employment Opportunity (EEO) Program for Montebello Bus Lines (MBL); and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-06 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 22, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-06 approving the Warrant Register dated January 22, 2025.

Mayor Pro Tem Tamayo motioned, seconded by Mayor Melendez, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Councilmember**

1. Requesting consensus to direct staff to develop and present a plan to address maintenance and operational issues for public restrooms at our city parks.
2. Traffic & Safety Concerns: Via Ocampo & Findlay Ave

1. Councilmember Peralta expressed her concerns at the City parks. Consensus was received.

2. Councilmember Peralta shared video footage of past accidents at the intersection of Via Ocampo and Findlay. Consensus was received.

- Georgina Tamayo, Mayor Pro Tem

1. Seek council consensus to honor our Fire and Police Departments for their assistance in the devastating fires.

1. Consensus was received.

- Salvador Melendez, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 12, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, January 19, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting in the memory of Liz Pacheco at 10:28 p.m.

THE MINUTES OF THE JANUARY 22, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF MARCH 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- CITY OF MONTEBELLO FORECASTED AGENDA

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1-22-25 **TIME RECEIVED:** 5:40

SPEAKER'S FULL NAME: THOMAS HILLHOUSE **PHONE:** [REDACTED] (Optional)

ADDRESS: [REDACTED] (Optional)

ORGANIZATION REPRESENTED: JANT PROPERTIES, LLC

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** Tow Contract

MEETING DATE: 11/24/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Reema Khan **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Helms and Hill Tow Contract

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/22 **TIME RECEIVED:** 6:07 pm

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/22/28 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HURTADO **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 01-22-2025 TIME RECEIVED: _____

SPEAKER'S FULL NAME: ROSA TANAYO PHONE: [REDACTED]

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

state of riverbed fencing ide Paul center condition

MEETING DATE: *11/21/25*

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Darlene Alcalá

PHONE:

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Public Comment

MEETING DATE: Jan 22, 2025

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Brian Sotelo

PHONE: [REDACTED]

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Items ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Frank Hernandez **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 22 Jan 2025 **TIME RECEIVED:** 8:1900

SPEAKER'S FULL NAME: GREG GONZALEZ **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 210



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 6

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1/22/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Ranick Hassan Juliet

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: Helms and Hill Tow

NOTES: RFP 25-07

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. 16

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Public Comment

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** District 5 appointment

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Dist 5

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Patricia Soltero Sanchez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: district 5

MEETING DATE: 1/22

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Javier Flores

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** DISTRICT 5

MEETING DATE: 1/22 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Emily Navarro **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** APPOINTMENT TO VACANT COUNCIL SEAT

MEETING DATE: 11/22/2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: JORGE M. MARTINEZ **PHONE:** _____

ADDRESS: _____

ORGANIZATION REPRESENTED: PRIVATE CITIZEN (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

1-22-25

TIME RECEIVED:

SPEAKER'S FULL NAME:

Wendy Gonzalez

PHONE:

(Optional)

ADDRESS:

NLS

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1-22-25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Idair Cervantes **PHONE:** _____

(Optional)

ADDRESS: NIS _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1-22-25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Julie Herrera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1-22-25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Valerie Pina

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 1-22-25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Vincent Casey

PHONE: _____

(Optional)

ADDRESS:

on Rile

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☒ **AGENDA ITEM NO.** 11

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1-22-25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

7

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

Jan 22, 2025

TIME RECEIVED:

SPEAKER'S FULL NAME:

Briana Sotelo Vargas

PHONE:

(Optional)

ADDRESS:

District 5

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 7

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 1/22/25 **TIME RECEIVED:** 6:40

SPEAKER'S FULL NAME: Kaya Yerbam **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Kaya Yerbam

Subject: Ensuring Transparency in the Appointment Process for Montebello's Vacant Council Seat

Dear Mayor/City Council Members/City Clerk,

I am writing as a concerned resident of Montebello regarding the ongoing process to appoint a council member to fill the seat recently vacated due to a recall. Recent reports and widespread community concerns indicate potential violations of California's Ralph M. Brown Act in relation to this matter.

The Brown Act is a cornerstone of open government, ensuring transparency, accountability, and public trust in governmental proceedings. Any violation, whether intentional or accidental, undermines the integrity of our democratic processes and erodes confidence in city leadership. Specifically, allegations of private discussions or deliberations among a majority of city council members regarding the appointment decision are highly troubling. Reports suggesting that certain council members have privately expressed support for specific candidates further indicate the possibility of unauthorized private deliberations involving all four council members that may constitute a violation of the Brown Act.

To restore public trust and ensure compliance with state law, I respectfully urge the council to take the following actions:

1. **Recusal from the Appointment Process:** All council members should recuse themselves from the decision-making process to avoid any conflict of interest or appearance of impropriety.
2. **Commitment to Transparency:** Take measures to ensure that all future deliberations regarding the vacant seat occur in fully transparent and properly noticed public meetings, in adherence to the Brown Act.
3. **Conduct a Special Election:** Allow the residents of Montebello's District 5 to determine their representation through a special election. This approach not only aligns with democratic principles but also eliminates any perception of undue influence or impropriety.

The residents of District 5 and Montebello deserve a government that upholds the highest standards of integrity and transparency. Addressing these concerns with urgency and decisiveness is critical to rebuilding and maintaining the community's trust.

Thank you for your immediate attention to this important matter. I look forward to your response and to the council taking appropriate steps to ensure open governance and public accountability.

Sincerely,

[Your Full Name]

[Your Address]

[Your Contact Information]



Mayor Salvador Melendez
Mayor Pro Tem Georgina Tamayo
Councilman David N. Torres
Councilwoman Scarlet Peralta

Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is *Edward Vargas* and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Address:



Mayor Salvador Melendez
Mayor Pro Tem Georgina Tamayo
Councilman David N. Torres
Councilwoman Scarlet Peralta

Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Sylvia Takayama and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Address:



Mayor Salvador Melendez
Mayor Pro Tem Georgina Tamayo
Councilman David N. Torres
Councilwoman Scarlet Peralta

Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is *Maria C. Halpern*, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely, *Maria C. Halpern*

Address:



Mayor Salvador Melendez
Mayor Pro Tem Georgina Tamayo
Councilman David N. Torres
Councilwoman Scarlet Peralta

Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is *Rosa Tamayo*, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat. *Rosa RT*

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

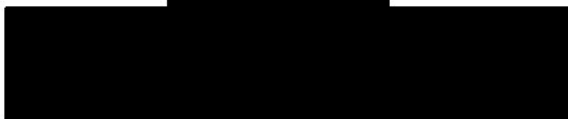
I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Rosa Tamayo

Address:



Mayor Salvador Melendez
Mayor Pro Tem Georgina Tamayo
Councilman David N. Torres
Councilwoman Scarlet Peralta

Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is *Resmonie Nunez*, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Resmonie Nunez



January 22, 2025

Good evening

Linda Nicklas Co-Founder of MATCH90640

The last time I was here I walked on my ankle I broke in 3 places; the issues were so important to me; I needed to speak.

At the last meeting item 10, you did not pull issue regarding Towing contract, instead you all voted to gift the contract to a company without a yard within city limits. Why is this a problem? Now if a resident's vehicle is towed, they will need to go to either the City of Huntington Park where the current City Manager worked, or South Gate.

Think about this if there is an auto collision on Montebello Blvd. And Beverly Blvd. The Montebello Police need to wait till tow trucks come from Huntington Park or South Gate which will cause so many traffic problems for our already over worked Officers.

That shows absolutely no consideration for residents, or Officers and how much revenue will the City of Montebello receive??

For over forty years our Police Department has used the Towing Company on Maple Ave. Helmes and Hill, why were

they left out of the bidding process? Having a local yard should had given them an advantage and this reek of Corruption.

Listening to Mr. Cevera's concerns regarding Peralta's funding of Rick Alonzo's previous campaign show a huge conflict of interest. How can she be unbiased in her choice for appointment to District Five?

Mr. Mayor you possess a law degree, I would ask you what legal issues could this cause, if challenged in court?

I would suggest to you Mr. Mayor a panel of residents from each District and 3 from District 5 for a total of 7 on panel, to choose the appointment for District 5.

Also, Peralta would you stop lying to the community, during the last meeting you went on and on about the urgency of an appointment, yet the true date is February 5th, FYI, per the Voter Registrar's Office.

Do your homework so false information is not given.

Thank you.

Project:

Tom Millhouse

Owner:

Montebello CA, 90640

649 S Maple Ave,
N Pre-Fab Building

Revisions

No.	Description	Date

Scale

As indicated

A2.0

Date

11.21.2023

Drawn by

Joseph Hernandez

Proposed Floor Plan

11/21/2023 9:54:04 AM

Door Schedule

Door	Type	Height	Width	Max
1	Single Flush Inside Core	6'-6"	3'-0"	3
2	Single Flush / Hollow Core	6'-6"	3'-0"	5

Window Schedule

Window	Height	Type	Material	SHGC	U-Factor	Count
A	4'-0"	4'-0"	Skid	0.74	0.74	4

Symbol Legend

Energy Star compliant, and ducted to exterior via CFM, shall be

From not functioning as a component to service to the outside of the building.

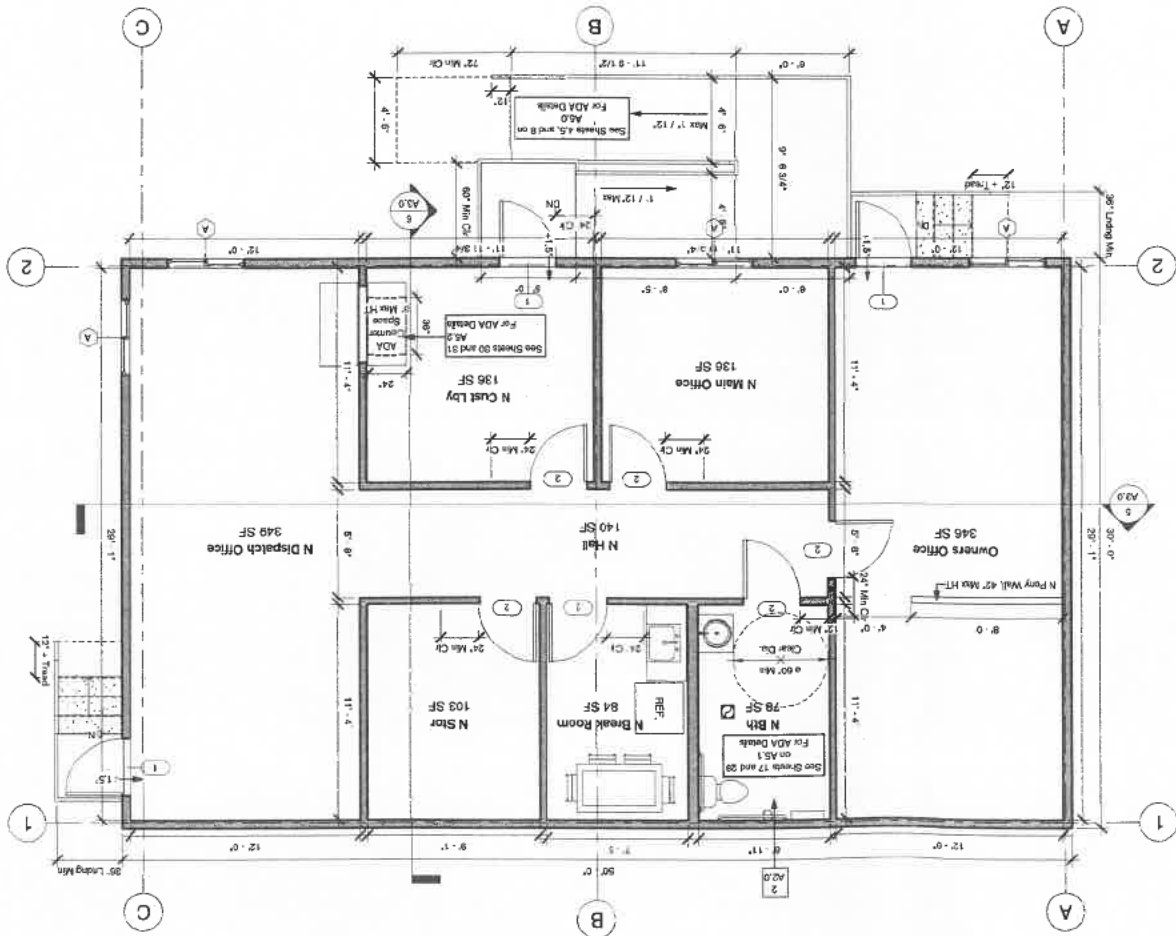
of the whole house ventilation, must be

controlled by humidity control. (4,005.1)

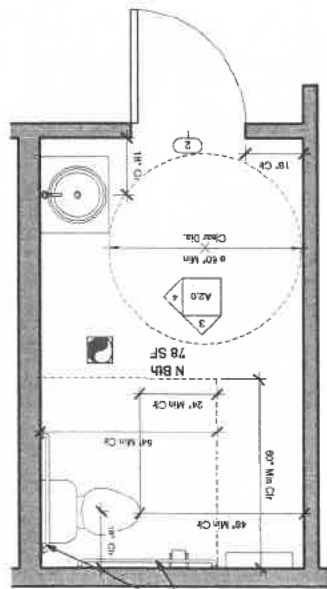
Wall Legend

Wall	Material	Thickness	U-Factor	Count
1	New solid wall	4"	0.08	1
2	Old solid wall	4"	0.08	1

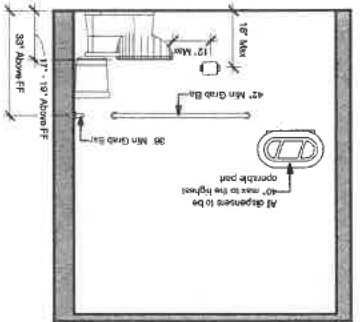
Proposed Floor Plan - N Pre-Fab Building
Scale: 1/8" = 1'-0"



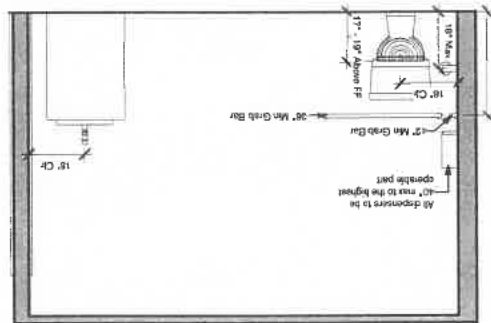
Bathroom Plan
Scale: 1/8" = 1'-0"

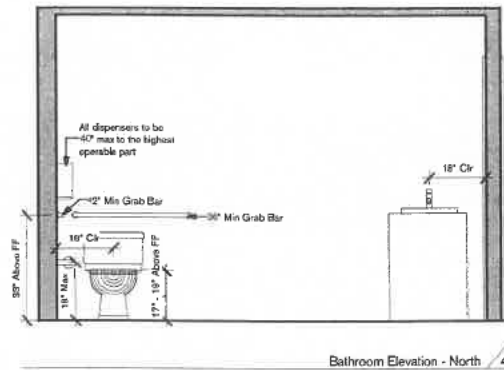


Bathroom Elevation - East
Scale: 1/8" = 1'-0"

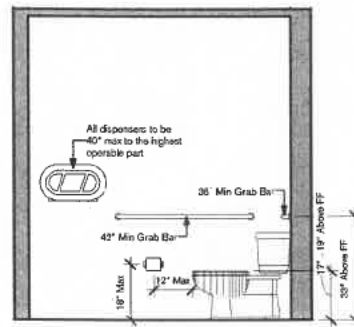


Bathroom Elevation - North
Scale: 1/8" = 1'-0"

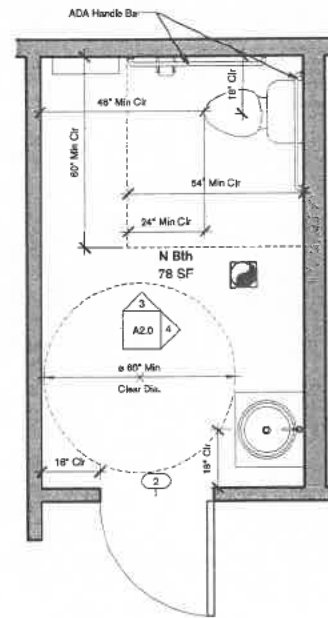




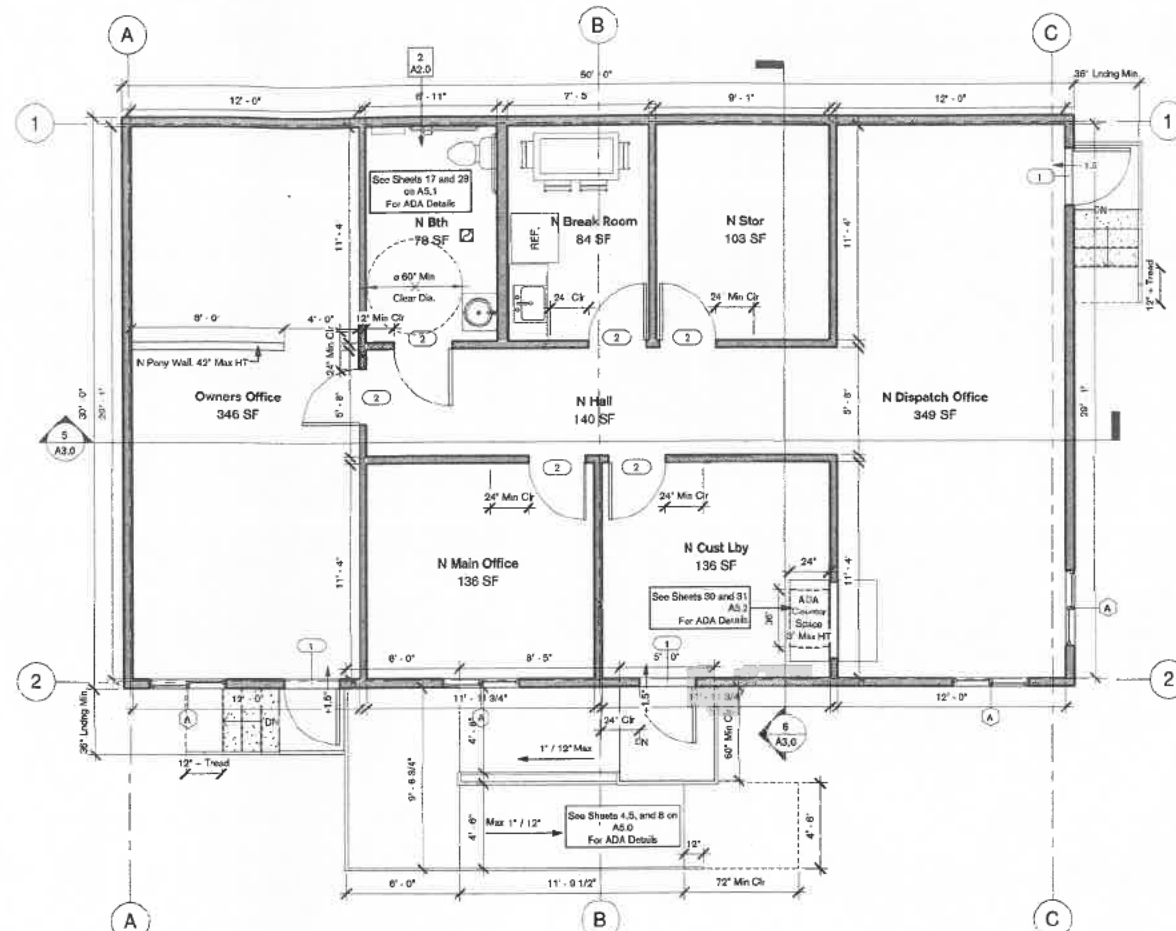
Bathroom Elevation - North
Scale: 1/2" = 1'-0"



Bathroom Elevation - East
Scale: 1/2" = 1'-0"



Bathroom Plan
Scale: 1/2" = 1'-0"



Proposed Floor Plan - N Pre-Fab Building
Scale: 1/4" = 1'-0"

Door Schedule				
Mark	Width	Height	Type	Count
1	3' - 0"	6' - 8"	Single Flush / Solid Core	3
2	3' - 0"	6' - 8"	Single Flush / Hollow Core	6

Window Schedule						
Mark	Width	Height	Type	Material	SHGC	U-Factor / Count
A	4' - 0"	4' - 0"	Slider	Vn	Per T24	Per T24 / 4

Symbol Legend

Exhaust fan 50 CFM, shall be "Energy Star" compliant, and ducted to terminate to the outside of the building. Fans not functioning as a component of the whole house ventilation, must be controlled by humidity control. (4.506.1)

Wall Legend

New std wall
2x4 @ 16" oc, UNO

Proposed Floor Plan

Drawn by Joseph Hernandez

Date 11.21.2023

A2.0

Scale As indicated

Revisions

No.	Description	Date

Owner:

Tom Millhouse

Project:

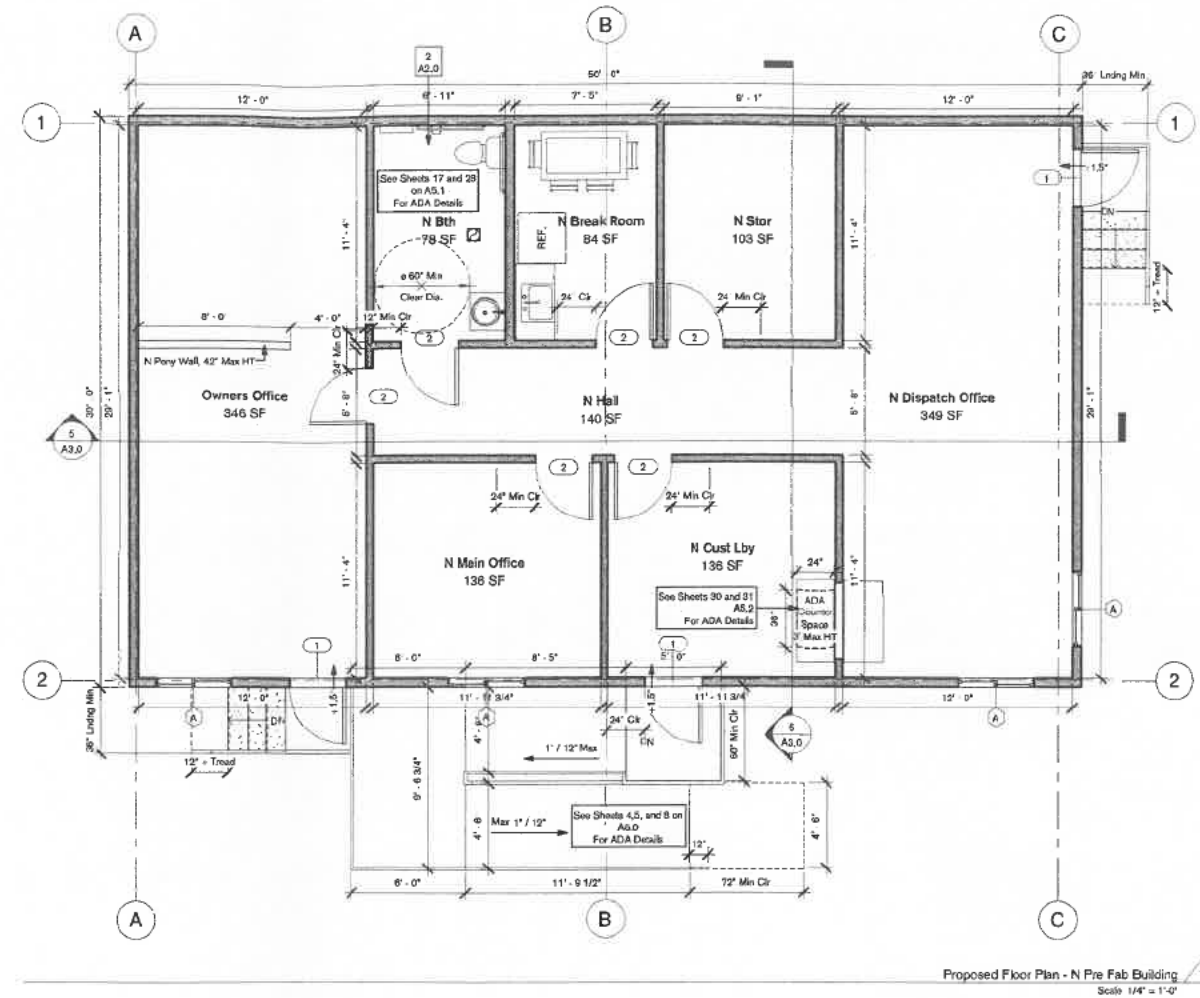
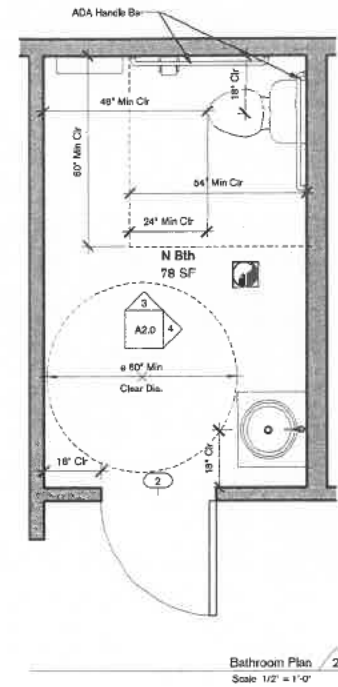
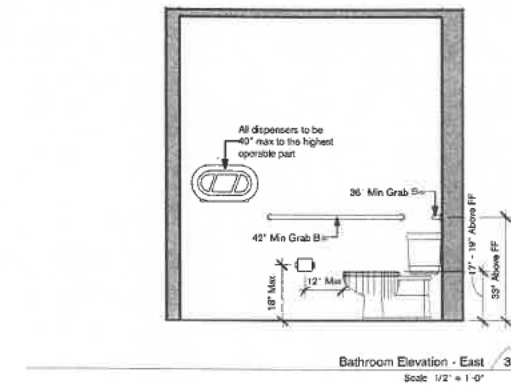
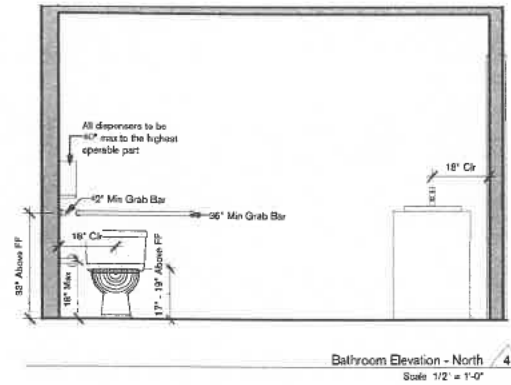
N Pre-Fab Building
649 S Maple Ave,
Montebello CA, 90640

11/21/2023 9:54:04 AM



Wall Legend

 New std wall
2x4 @ 16" oc, UN



Door Schedule				
Mark	Width	Height	Type	Count
1	3' 0"	6' 8"	Single Flush / Solid Core	3
2	3' 0"	6' 8"	Single Flush / Hollow Core	5

Window Schedule					
Mark	Width	Height	Type	Material	SHGC
A	4' 0"	4' 0"	Slider	Vin	Per T24

Symbol Legend

Exhaust fan 50 CFM, shall be "Energy Star" compliant, and ducted to terminate to the outside of the building. Fan not functioning as a component of the whole house ventilation, must be controlled by humidity control. (4.506.1)

Wall Legend

New and w/ 2x4 @16" oc, UNO

Proposed Floor Plan

Drawn by Joseph Hernandez

Date 11.21.2023

A2.0

Scale As indicated

Revisions

No.	Description	Date

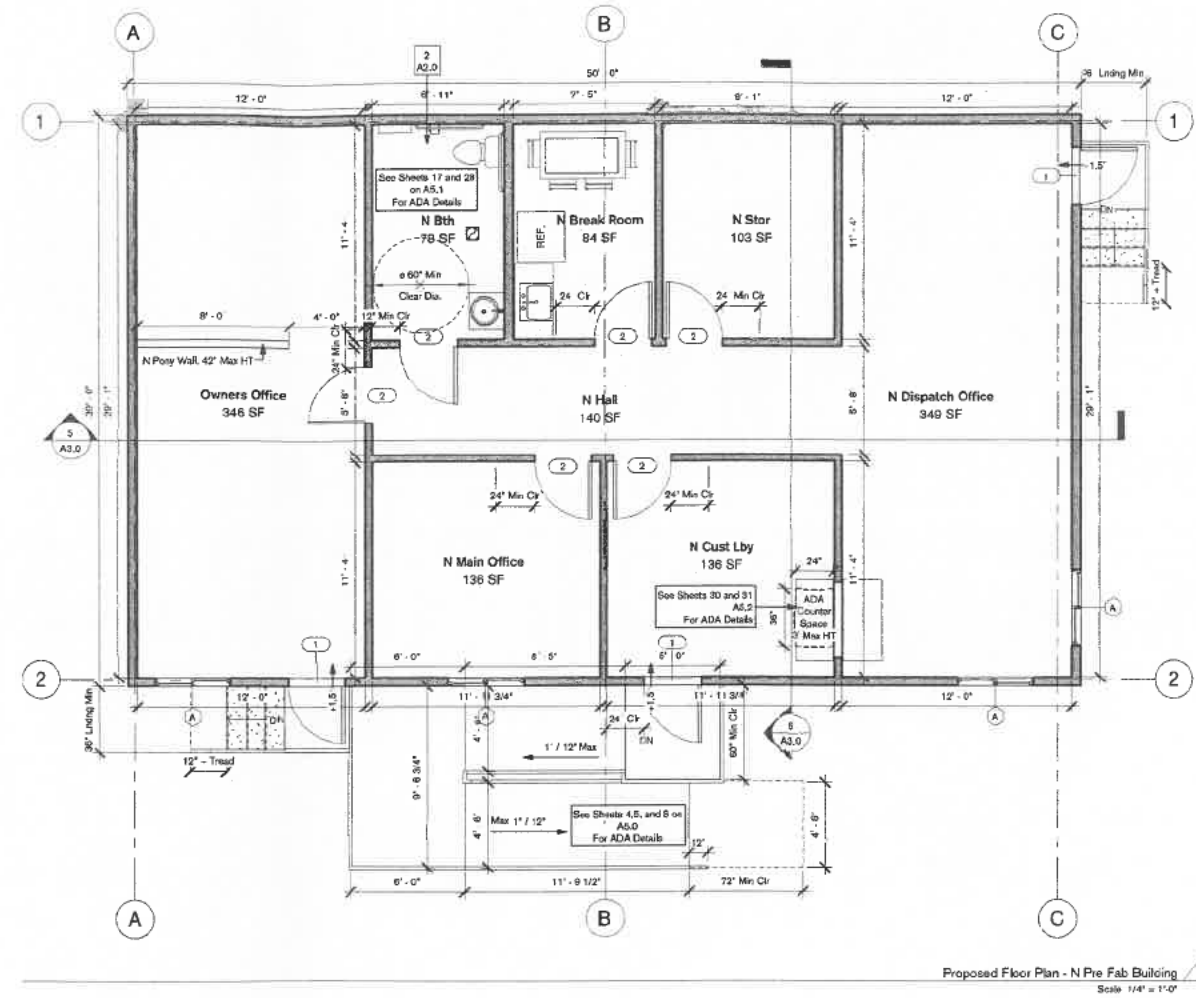
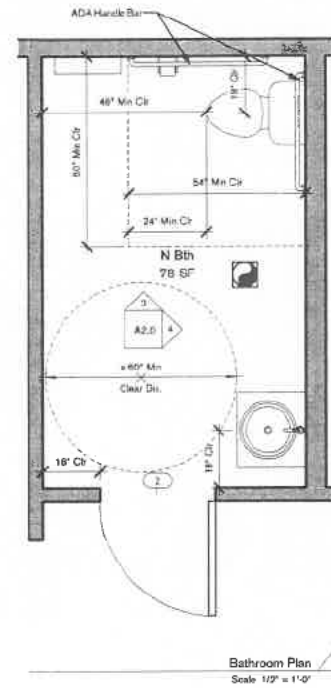
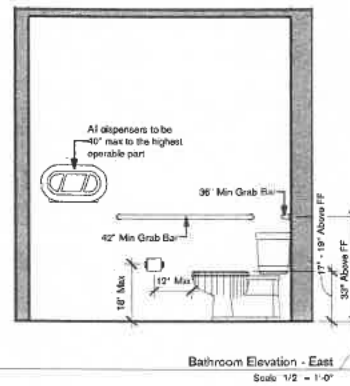
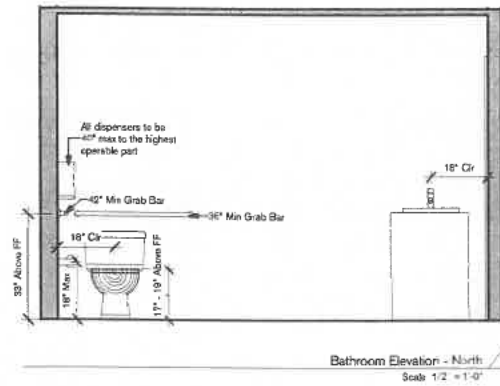
Owner:

Tom Millhouse

Project:

N Pre-Fab Building
649 S Maple Ave,
Montebello CA, 90640

11/21/2023 9:54:04 AM



Door Schedule				
Mark	Width	Height	Type	Count
1	3' - 0"	6' - 8"	Single Flush / Solid Core	3
2	3' - 0"	6' - 8"	Single Flush / Hollow Core	8

Window Schedule						
Mark	Width	Height	Type	Material	SHGC	U-Factor / Count
A	4' - 0"	4' - 0"	Slider	Vin	Per T24	Per T24 / 4

Symbol Legend

Exhaust fan 50 CFM, shall be "Energy Star" compliant, and ducted to terminate to the outside of the building. Fans not functioning as a component of the whole house ventilation, must be controlled by humidity control. (4.905.1)

Wall Legend

New and w/ 2x4 @16" oc, UNO

Proposed Floor Plan

Drawn by Joseph Hernandez

Date 11.21.2023

A2.0

Scale As indicated

Revisions

No.	Description	Date

Owner:

Tom Millhouse

Project:

N Pre-Fab Building
649 S Maple Ave,
Montebello CA, 90640

11/21/2023 9:54:04 AM

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Subject: Support for James Santana's Appointment to the Montebello City Council – District 5
Date: Tuesday, January 28, 2025 8:29:53 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good Morning Alejandro,

Would you please convert the email below to PDF and save it in the Public Comments Folder for 1/22/2025?

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

e: kguillen@montebelloca.gov



Office Hours:

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

From: [REDACTED]
Sent: Wednesday, January 22, 2025 1:52 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>
Cc: Alvarez, Raul <RAlvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>
Subject: [External Email] Subject: Support for James Santana's Appointment to the Montebello City Council – District 5

External Sender - From: (carla escobar
[REDACTED]

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Carla Escobar, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Carla Escobar

Montebello, Ca

[REDACTED]

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Support for James Santana for Montebello District 5 City Council vacant seat
Date: Tuesday, January 28, 2025 8:30:40 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

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w: www.MontebelloCA.gov

e: kguillen@montebelloca.gov



Office Hours:

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

From: Delia L Lopez [REDACTED]
Sent: Wednesday, January 22, 2025 4:12 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>
Cc: ralvarez@montbelloca.gov <ralvarez@montbelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>
Subject: [External Email] Support for James Santana for Montebello District 5 City Council vacant seat

External Sender - From: (Delia L Lopez [REDACTED])

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Delia López, and I am a resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the District 5 City Council seat.

As someone who cares deeply about our community, I believe that James is uniquely qualified to represent us during this crucial time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the commitment and skills needed to address the challenges we face.

I have seen how James rallies behind issues important to Montebello and champions the needs of his community, especially when we served on the Parks and Rec committee together. Seeing this commitment, I know he will put his knowledge and dedication to work for our city, especially District 5.

I respectfully urge you to appoint James Santana to the District 5 seat. I do hope that the right decision and vote is taken at this meeting, and would request that future vacancies be communicated with more time and with more information so that all residents are aware of the opportunity (in the case they want to be considered) but also to better understand the process by which appointments work. I would request an election but also know the financial commitment required for this and knowing the tight budgetary restrictions the city currently operates under, my hope is that you take into consideration equally and without bias each of the candidates that comes before you tonight.

Thank you for your time and for considering my perspective as a Montebello resident for the appointment of James Santana.

Respectfully,

Delia López

[REDACTED]

[REDACTED]

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5
Date: Tuesday, January 28, 2025 8:30:16 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

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w: www.MontebelloCA.gov

e: kguillen@montebelloca.gov



Office Hours:

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

From: Angie Vasquez [REDACTED]
Sent: Wednesday, January 22, 2025 3:41 PM
To: Peralta, Scarlet <SPeralta@montebelloca.gov>; Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>
Cc: Alvarez, Raul <RAlvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>
Subject: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5

External Sender - From: (Angie Vasquez

[REDACTED]
This message came from outside your organization.

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Angie Vasquez, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time.

Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

I have personally known James for over 30 years. He has always been one of the most caring individuals and will fight for what is right. I am Assistant Coordinator for the Montebello Indians Cheer Program at Grant Rae and James has always been in support for our program and has been involved in many things in the community.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat.

However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a

Montebello resident.

Sincerely,

Angie Vasquez

[REDACTED]

[REDACTED]

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5
Date: Tuesday, January 28, 2025 8:31:21 AM
Attachments: [Outlook-A screensh.png](#)
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[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

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Thank you,



Kimberly Guillen

Senior Deputy City Clerk

Department of Administration

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w: www.MontebelloCA.gov

e: kguillen@montebelloc.gov



Office Hours:

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

From: Jimenez, Christopher <CJimenez@montebelloc.gov>

Sent: Wednesday, January 22, 2025 6:24 PM

To: Guillen, Kimberly <kguillen@montebelloc.gov>

Subject: Fw: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5

Kind regards,

Christopher Jimenez



City Clerk
Department of Administration

1600 W Beverly Blvd., Montebello, CA 90640
p: 323-887-1320
w: www.MontebelloCA.gov
e: CJimenez@MontebelloCA.gov



From: Johnny Gomez [REDACTED]
Sent: Wednesday, January 22, 2025 5:43 PM
To: Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Melendez, Salvador <SMelendez@montebelloca.gov>
Cc: Jimenez, Christopher <CJimenez@montebelloca.gov>; Alvarez, Raul <RAlvarez@montebelloca.gov>
Subject: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5

External Sender - From: (Johnny Gomez
[REDACTED])

This message came from outside your organization.

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Johnny Gomez, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Johnny Gomez

A solid black rectangular box used to redact the signature of Johnny Gomez.

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

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Support for James Santanas Appointment to the Montebello City Council -District 5
Date: Tuesday, January 28, 2025 8:31:34 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good Morning Alejandro,

Would you please convert the email below to PDF and save it in the Public Comments Folder for 1/22/2025?

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
e: kguillen@montebelloca.gov



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

From: Jeorgina Romeo [REDACTED]
Sent: Wednesday, January 22, 2025 5:48 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Alvarez, Raul <RAlvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; jrromeo@lasd.org <jrromeo@lasd.org>
Subject: [External Email] Support for James Santanas Appointment to the Montebello City Council - District 5

External Sender - From: (Jeorgina Romeo [REDACTED])

This message came from outside your organization.

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Jeorgina. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

As someone who cares deeply about our community, I believe that James Santana is uniquely qualified to represent us during this pivotal time. Born and raised in Montebello, James has dedicated his life to serving our city. From his leadership as Chair of the Parks and Recreation Commission to his nearly 20 years of professional experience in operations and organizational development, James has consistently demonstrated the skills and commitment needed to address the challenges we face.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective.

Sincerely,

Jeorgina R. Romeo

[REDACTED]
[REDACTED]

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: [External Email] Support For Rafael Santoya
Date: Tuesday, January 28, 2025 8:27:53 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good Morning Alejandro,

Would you please convert the email below to PDF and save it in the Public Comments Folder for 1/22/2025?

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

e: kguillen@montebelloca.gov



Office Hours:

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

From: Ms. Anabel Juarez [REDACTED]
Sent: Monday, January 27, 2025 12:17 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>; Alvarez, Raul <RAlvarez@montebelloca.gov>
Subject: [External Email] Support For Rafael Santoya

External Sender - From: ("Ms. Anabel Juarez"

[REDACTED]
This message came from outside your organization.

Dear Mayor, Mayor Pro Tem, and Council Members,

My name is Anabel Juarez. I am writing to express my full support for the appointment of Rafael Santoya to the vacant District 5 City Council seat. Rafael's extensive experience and strong connection to Montebello make him uniquely qualified to advocate for the needs of not

only the district but the city at large. He will be an excellent addition to the City Council.

I believe Rafael's passion for Montebello, his history of community involvement, and his forward-thinking approach to addressing issues like public safety and economic development will ensure that our voices are heard and our community thrives.

Montebello needs leaders who are committed to transparency, collaboration, and the prosperity of our residents. Rafael Santoya's values align with these priorities, and I believe he is the right choice to help move our city forward.

I respectfully urge you to appoint Rafael Santoya to the District 5 seat.

Thank you for your time.

--

Blessings,

Anabel Juarez, Ph.D.
Principal
Saint Benedict School



St. Benedict School



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

From: [Guillen, Kimberly](#)
To: [Rodarte, Alejandro](#)
Subject: FW: Support for James Santana's Appointment to the Montebello City Council – District 5
Date: Tuesday, January 28, 2025 8:31:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good Morning Alejandro,

Would you please convert the email below to PDF and save it in the Public Comments Folder for 1/22/2025?

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
e: kguillen@montebelloca.gov



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

From: Bobby Morales [REDACTED]
Sent: Wednesday, January 22, 2025 4:16 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Torres, David <DTorres@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>
Cc: Alvarez, Raul <RAlvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>
Subject: [External Email] Support for James Santana's Appointment to the Montebello City Council – District 5

External Sender - From: (Bobby Morales

[REDACTED]
This message came from outside your organization.

Dear Mayor Salvador Melendez and Members of the Montebello City Council,

My name is Bobby, and I am a proud resident of Montebello. I am writing to express my strong support for the appointment of James Santana to the vacant District 5 City Council seat.

Afterall, we the people decide who gets the seat or not, and not the council on their own to decide who as it sounds mighty shady!!

DO NOT FORGET, you people/Montebello Council works for us, THE PEOPLE and not the other way around.

Montebello needs leaders who will prioritize public safety, economic development, and transparency in governance. James's track record of collaboration and accountability makes him the ideal candidate to advocate for our community and ensure progress for all residents.

I respectfully urge you to appoint James Santana to the District 5 seat. However, if the council is unable to reach a decision, I strongly request that you hold an election so the residents of District 5 can have their voices heard in choosing their representative.

Thank you for your time and for considering my perspective as a Montebello resident.

Sincerely,

Bobby C. Morales

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

Fw: [External Email] Recuse

From: Jimenez, Christopher <CJimenez@montebelloca.gov>
Date: Wed 1/22/2025 12:16 PM
To: Guillen, Kimberly <kguillen@montebelloca.gov>

Kimberly,

Please see email below from Will Cervera regarding tonight's meeting for your reference.

CM and City Attorney were already copied on this.

Kind regards,

Christopher Jimenez

City Clerk

Administration, City of Montebello

1800 W Beverly Blvd. Montebello, CA 90840

p: 323-887-1200. C: 323-557-6223

w: www.cityofmontebello.com e: cjimenez@montebelloca.gov

Office Hours – Monday-Thursday 7:30 a.m. – 5:30 p.m. Closed every Friday

From: William Cervera [REDACTED]
Sent: Tuesday, January 21, 2025 10:57 PM
To: Melendez, Salvador <SMelendez@montebelloca.gov>; Alvarez, Raul <RAlvarez@montebelloca.gov>; aglasman@agclawfirm.com <aglasman@agclawfirm.com>; Jimenez, Christopher <CJimenez@montebelloca.gov>
Subject: [External Email] Recuse

External Sender - From: (William Cervera [REDACTED])

This message came from outside your organization.

January 21, 2025

City of Montebello

Raul Alvarez, City Manager

Arnold Alvarez-Glasman, City Attorney

1600 W. Beverly Boulevard

Montebello, CA 90640

Dear Raul Alvarez and Arnold Alvarez-Glasman,

I am writing to express my concerns and insist that Councilmember Scarlet Peralta recuse herself from the voting process for the next City Council member of District 5. Given her past endorsements and campaign activities, it is crucial for the integrity and transparency of our city's governance that Ms. Peralta step aside from this process.

In 2022, Ms. Peralta publicly endorsed candidate Rick Alonzo and donated thousands of dollars to his campaign. After careful review, it appears that Ms. Peralta was the primary donor to Mr. Alonzo's campaign. I am attaching a copy of the endorsement and the 497 form. Additionally, her campaign manager and mentor, Christina Cortez, was directly involved in running both Peralta's and Alonzo's 2022 campaigns, as well as Peralta's 2020 and 2024 campaigns. More importantly, Mrs. Cortez played a significant role in the recall of District 5, which led to the current vacancy that Ms. Peralta is now one of four votes to appoint. Equally important to note, Angie Jimenez was served the recall papers on April 29; however, three days prior, on April 26, Rick Alonzo circulated a text message asking residents to sign his petition for appointment. I am attaching a copy of the text message.

While individual free speech rights are incredibly important, being a public official means subjecting oneself to public scrutiny. The public expects a City Council member to adhere to higher standards of conduct. Given Ms. Peralta's past endorsements and direct involvement by and through her campaign manager/mentor, Christina Cortez, serious questions of serial meetings arise. Just recently confirmed by a District 5 resident, Cristina Cortez asked him to step aside for Rick Alonzo and reaffirmed to the resident he did NOT have the council's votes. Ms. Peralta is subject to a PRA request, and this is my notice that I will be requesting a PRA of all electronic transmission, email, messages including WhatsApp.

The Fair Political Practices Commission (FPPC) oversees ethics laws that cover conflicts of interest and financial disclosures for public officials. According to these guidelines, a council member must avoid any decision-making that appears biased due to personal interests or previous endorsements. Public officials are expected to serve the public with undivided loyalty, uninfluenced by any private interest or motive. Endorsing and donating to a candidate could create a perception of bias.

Mr. Glasman, as the city attorney, it is imperative you preserve the integrity and transparency of our city's governance for the greater good of the community. Based on the above facts, this situation is unethical behavior and should be taken seriously. I urge you to consider requesting Councilmember Peralta to recuse herself from the appointment process to ensure a fair and impartial selection.

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

William Cervera

RICK
ALONZO
DISTRICT 5
For Montebello City Council District 5



PP
U.S.
Par
PE

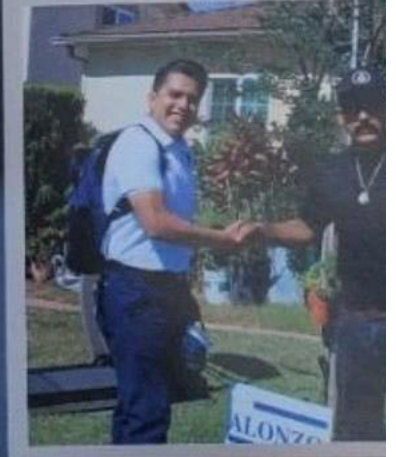
PROUDLY ENDORSED BY:



**Councilmember
David Torres**



**Councilmember
Scarlet Peralta**



Residents, neighbors, and community members

8:29



5G



Montebello - Racquet Mountain

April 29, 2024 6:55 PM





11:21



Rick Alonzo Running For... >

iMessage

Today 11:19 AM

Hi [REDACTED] Do you know any voters in District 5 who would be willing to sign my request to be considered an appointment for city

council if Angie
Jimenez gets
recalled?

I'd love to swing by
and collect some
signatures



iMessage

Meetings

▪ Elements:

- Congregation of a majority
- Same time and location (including teleconference location)
- To hear, discuss, deliberate, or take action on any item
- Subject matter jurisdiction



RICHARDS | WATSON : GERSHON

Serial Meetings Are Illegal

- **What is an illegal serial meeting?**

- Direct or indirect communication

497 Contribution Report

Amounts may be rounded to whole dollars.

497 CO

NAME OF FILER Ricardo Alonzo for City Council 2022		Date of This Filing 10/11/2022	Date Stamp	CALIFORNIA FOR For C
AREA CODE/PHONE NUMBER [REDACTED]	I.D. NUMBER (if applicable) 1450015	Report No. 10-11-RA	RECEIVED	
STREET ADDRESS 249 E. Ocean Blvd., #670		☐ Amendment to Report No. _____ (explain below)	OCT 12 REC'D	
CITY Long Beach	STATE CA	ZIP CODE 90802	CITY OF MONTEBELLO CITY CLERK	

1. Contribution(s) Received

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)
10/07/2022	Scarlet Peralta for Montebello City Council 2022 Long Beach, CA 90802 Committee ID # 1450698	☐ IND ☒ COM ☐ OTH ☐ PTY ☐ SCC	
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	

Reason for Amendment: _____

*Contributor Codes
 IND - Individual
 COM - Recipient Committee (other)
 OTH - Other (e.g., business entity)
 PTY - Political Party
 SCC - Small Contributor Committee

FP
 FPPC Advice: advice@fppc.org

- **Elements:**

- Congregation of a majority
- Same time and location (including teleconference location)
- To hear, discuss, deliberate, or take action on any item
- Subject matter jurisdiction



RICHARDS | WATSON : GERSHON

Serial Meetings Are Illegal

- **What is an illegal serial meeting?**

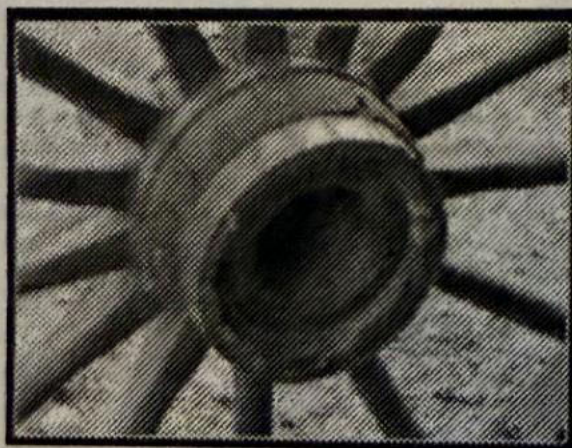
- Direct or indirect communication
- Employed by a majority
- To discuss, deliberate, or take action on any item of business or potential business

to discuss, deliberate, or take action on any item of business or potential business



RICHARDS | WATSON | GERSHON

Serial Meetings Are Illegal



* Types of serial meetings

- * Hub and spoke
- * Telephone or email
 - DON'T HIT "REPLY ALL"





ITEM # 14

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-20 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MARCH 12, 2025**

RESOLUTION NO. 25-20

**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.1589, consisting of 7 pages, and including:

Warrant No.

General: Check No. 606228 through 606370
ACH No. 8067 through 8144

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 12th DAY OF MARCH 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-20

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. 25-20 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 March 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. 1589
From Payment Date 02/14/25 - To Payment Date 03/03/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8067	02/20/2025	\$1,371.60	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8068	02/20/2025	\$5,882.89	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8069	02/20/2025	\$4,333.68	SUPPLIES	3163	BANK OF AMERICA
8070	02/20/2025	\$500.80	CONTRACT SERVICES	67210	AIR SOURCE INDUSTRIES INC
8071	02/20/2025	\$4,354.53	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8072	02/20/2025	\$295,066.71	IMPROVEMENTS OTHER THAN BUILDING	4764	CALIFORNIA LANDSCAPE & DESIGN
8073	02/20/2025	\$6,566.70	CONTRACT SERVICES	2624	CRAFCO INC
8074	02/20/2025	\$36.17	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
8075	02/20/2025	\$2,864.00	CONTRACT SERVICES	371	FLO-SERVICES INC
8076	02/20/2025	\$2,190.16	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
8077	02/20/2025	\$15,073.86	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
8078	02/20/2025	\$2,026.46	SUPPLIES	26670	LIFE-ASSIST INC
8079	02/20/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
8080	02/20/2025	\$101,531.85	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
8081	02/20/2025	\$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8082	02/20/2025	\$30,442.81	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8083	02/20/2025	\$4,824.48	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8084	02/20/2025	\$1,940.15	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
8085	02/20/2025	\$340.29	CONTRACT SERVICES	3147	PMC PLUMBING INC
8086	02/20/2025	\$547.63	SUPPLIES	1120	BLUETRITON BRANDS INC
8087	02/20/2025	\$473.24	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
8088	02/20/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
8089	02/20/2025	\$75.64	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
8090	02/20/2025	\$4,841.81	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8091	02/20/2025	\$1,105.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
8092	02/27/2025	\$30.45	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
8093	02/27/2025	\$1,791.98	TRAINING	3163	BANK OF AMERICA
8094	02/27/2025	\$646.50	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8095	02/27/2025	\$1,241.85	TRAINING	3163	BANK OF AMERICA
8096	02/27/2025	\$2,202.45	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8097	02/27/2025	\$229.84	SUPPLIES	3163	BANK OF AMERICA
8098	02/27/2025	\$1,816.78	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1589
From Payment Date 02/14/25 - To Payment Date 03/03/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8099	02/27/2025	\$355.92	TRAINING	3163	BANK OF AMERICA
8100	02/27/2025	\$2,893.85	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8101	02/27/2025	\$622,464.95	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8102	02/27/2025	\$615,747.65	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8103	02/27/2025	\$349,449.77	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8104	02/27/2025	\$2,935.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
8105	02/27/2025	\$1,069.74	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
8106	02/27/2025	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
8107	02/27/2025	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
8108	02/27/2025	\$413.81	TRAINING	2534	LETICIA ANTUNA
8109	02/27/2025	\$202.87	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8110	02/27/2025	\$786.08	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
8111	02/27/2025	\$1,128.56	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8112	02/27/2025	\$590.60	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8113	02/27/2025	\$312.41	SUPPLIES	70920	DECALS BY DESIGN INC
8114	02/27/2025	\$29,619.70	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8115	02/27/2025	\$30,635.78	FUEL INVENTORY	962	MO DION & SONS INC
8116	02/27/2025	\$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
8117	02/27/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
8118	02/27/2025	\$1,791.01	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
8119	02/27/2025	\$30.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
8120	02/27/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
8121	02/27/2025	\$7,678.21	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
8122	02/27/2025	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
8123	02/27/2025	\$86.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8124	02/27/2025	\$2,522.00	CONTRACT SERVICES	2892	KTU & A
8125	02/27/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
8126	02/27/2025	\$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
8127	02/27/2025	\$1,530.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
8128	02/27/2025	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
8129	02/27/2025	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8130	02/27/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
8131	02/27/2025	\$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
8132	02/27/2025	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS



City of Montebello
Register of Demands No. 1589
From Payment Date 02/14/25 - To Payment Date 03/03/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8133	02/27/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
8134	02/27/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
8135	02/27/2025	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
8136	02/27/2025	\$596.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
8137	02/27/2025	\$643.57	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8138	02/27/2025	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
8139	02/27/2025	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
8140	02/27/2025	\$3,510.00	MACHINERY & EQUIPMENTS	217	TRACKIT LLC
8141	02/27/2025	\$2,400.00	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8142	02/27/2025	\$1,568.88	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8143	02/27/2025	\$489.52	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
8144	02/27/2025	\$4,885.51	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
	ACH TOTAL	\$2,185,986.90			
606228	02/20/2025	\$1,350.00	CONTRACT SERVICES	1674	1st JON INC
606229	02/20/2025	\$10,809.47	CONTRACT SERVICES	4773	A&D SIGNS CORP
606230	02/20/2025	\$991.30	CONTRACT SERVICES	4467	AP TRITON LLC
606231	02/20/2025	\$125.49	UTILITY SERVICES	39550	AT&T
606232	02/20/2025	\$6,703.79	UTILITY SERVICES	39550	AT&T
606233	02/20/2025	\$41.67	UTILITY SERVICES	39550	AT&T
606234	02/20/2025	\$152.20	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606235	02/20/2025	\$330.36	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606236	02/20/2025	\$2,693.06	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
606237	02/20/2025	\$460.36	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
606238	02/20/2025	\$2,380.01	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
606239	02/20/2025	\$72.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
606240	02/20/2025	\$700.34	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
606241	02/20/2025	\$2,910.60	SUPPLIES	4910	TIFFANY DARRELL DBA TIFFANY'S CATERING
606242	02/20/2025	\$81.53	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606243	02/20/2025	\$738.52	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
606244	02/20/2025	\$2,527.30	CONTRACT SERVICES	4478	G&J NEON SIGNS INC
606245	02/20/2025	\$120.61	UNIFORM EXPENSE	55650	GALLS LLC
606246	02/20/2025	\$70.00	POLICE RELATED FEES	4913	ARNOLD ARTHUR HARRISON



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
606247	02/20/2025	\$682.43	SUPPLIES	2059	HASA INC
606248	02/20/2025	\$4,739.85	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
606249	02/20/2025	\$1,550.00	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
606250	02/20/2025	\$9,824.80	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR INC
606251	02/20/2025	\$1,924.11	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
606252	02/20/2025	\$650.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
606253	02/20/2025	\$80.00	CONTRACT SERVICES	68000	JORGE SOTO DBA ALL STAR UMPIRES
606254	02/20/2025	\$1,906.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
606255	02/20/2025	\$929.63	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
606256	02/20/2025	\$70.00	POLICE RELATED FEES	4915	JOE LOUIS MARTINEZ JR
606257	02/20/2025	\$140.00	POLICE RELATED FEES	4914	GRIMALDO ANDRES MEDINA
606258	02/20/2025	\$3,300.00	CONTRACT SERVICES	1073	MONJARAS & WISMEYER GROUP INC
606259	02/20/2025	\$2,939.16	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
606260	02/20/2025	\$68.42	SUPPLIES	15620	OFFICE DEPOT INC
606261	02/20/2025	\$925.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
606262	02/20/2025	\$1,360.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
606263	02/20/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
606264	02/20/2025	\$186.14	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
606265	02/20/2025	\$205.14	TRAVEL & MEETINGS	4908	ADAN RAMIREZ
606266	02/20/2025	\$110.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
606267	02/20/2025	\$211.37	TRAVEL & MEETINGS	4909	CESAR ROLDAN
606268	02/20/2025	\$3,576.33	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606269	02/20/2025	\$13,489.60	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
606270	02/20/2025	\$5,839.45	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606271	02/20/2025	\$787.59	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
606272	02/20/2025	\$2,858.79	SUPPLIES	2573	TELEFLEX LLC
606273	02/20/2025	\$950.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606274	02/20/2025	\$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
606275	02/20/2025	\$58,093.03	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
606276	02/20/2025	\$3,804.00	CONTRACT SERVICES	4356	TRUVIEW BSI, LLC
606277	02/20/2025	\$3,013.64	UTILITY SERVICES	72570	US TELEPACIFIC CORP
606278	02/20/2025	\$496.75	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
606279	02/20/2025	\$312.22	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
606280	02/20/2025	\$77,071.13	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC



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General Account					
606281	02/20/2025	\$13.84	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
606282	02/20/2025	\$1,822.80	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
606283	02/20/2025	\$286.15	CONTRACT SERVICES	3140	WEX HEALTH INC
606284	02/20/2025	\$831.33	SUPPLIES	67320	WINZER
606285	02/20/2025	\$147.30	SUPPLIES	4246	LOUIE CANJURA
606286	02/20/2025	\$30.00	CARPPOOL INCENTIVE	58750	JOSE A OCHOA
606287	02/25/2025	\$2,595.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
606288	02/26/2025	\$737,338.04	DISTRIBUTION TO TAXING ENTITIES	1100	INTERNAL REVENUE SERVICE
606289	02/27/2025	\$34,300.00	CONTRACT SERVICES	4776	ADMINISURE INC
606290	02/27/2025	\$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
606291	02/27/2025	\$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
606292	02/27/2025	\$595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
606293	02/27/2025	\$26,000.00	DUES & SUBSCRIPTIONS	15200	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
606294	02/27/2025	\$2,253.05	UTILITY SERVICES	38380	AT&T
606295	02/27/2025	\$8,668.11	UTILITY SERVICES	39550	AT&T
606296	02/27/2025	\$61.34	UTILITY SERVICES	39550	AT&T
606297	02/27/2025	\$2,616.14	UTILITY SERVICES	1732	AT&T CORP
606298	02/27/2025	\$585.85	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606299	02/27/2025	\$400.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
606300	02/27/2025	\$2,200.00	CONTRACT SERVICES	3644	GRACE CHANG
606301	02/27/2025	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
606302	02/27/2025	\$124.51	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606303	02/27/2025	\$3,422.51	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
606304	02/27/2025	\$920.72	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
606305	02/27/2025	\$14,000.00	MACHINERY & EQUIPMENTS	4735	CITIBOT INC
606306	02/27/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
606307	02/27/2025	\$4,000.00	TRAVEL & MEETINGS	72540	CITY OF GARDENA
606308	02/27/2025	\$1,380.00	CONTRACT SERVICES	4806	CSCDA COMMUNITY IMPROVEMENT AUTHORITY
606309	02/27/2025	\$2,693.09	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
606310	02/27/2025	\$14,460.26	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
606311	02/27/2025	\$114.97	UTILITY SERVICES	4829	DISH NETWORK LLC
606312	02/27/2025	\$66.66	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
606313	02/27/2025	\$1,000.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
606314	02/27/2025	\$192.18	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
606315	02/27/2025	\$2,962.90	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606316	02/27/2025	\$184.56	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
606317	02/27/2025	\$11,810.76	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
606318	02/27/2025	\$4,355.95	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
606319	02/27/2025	\$40.00	CARPPOOL INCENTIVE	4920	NOEL GUZMAN
606320	02/27/2025	\$876.00	SUPPLIES	2059	HASA INC
606321	02/27/2025	\$330.00	VEHICLE MAINTENANCE/EXPENSES	4724	THOA HUYNH
606322	02/27/2025	\$5,063.59	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
606323	02/27/2025	\$2,366.79	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
606324	02/27/2025	\$1,406.79	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
606325	02/27/2025	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
606326	02/27/2025	\$4,050.00	CONTRACT SERVICES	4883	JK SEVA INC
606327	02/27/2025	\$570.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
606328	02/27/2025	\$83,061.08	CONTRACT SERVICES	3716	KOA CORPORATION
606329	02/27/2025	\$40.00	CARPPOOL INCENTIVE	4922	MICHELLE LEGGETT
606330	02/27/2025	\$4,542.79	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
606331	02/27/2025	\$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
606332	02/27/2025	\$3,254.58	VEHICLE MAINTENANCE/EXPENSES	1461	MODEL 1 COMMERCIAL VEHICLES INC
606333	02/27/2025	\$7,324.46	MACHINERY & EQUIPMENTS	23460	MOTOROLA SOLUTIONS INC
606334	02/27/2025	\$598.55	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
606335	02/27/2025	\$656.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
606336	02/27/2025	\$2,012.06	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
606337	02/27/2025	\$1,125.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
606338	02/27/2025	\$150.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
606339	02/27/2025	\$752.43	SUPPLIES	15620	OFFICE DEPOT INC
606340	02/27/2025	\$40.00	CARPPOOL INCENTIVE	4327	ROSEMARY PERICH
606341	02/27/2025	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
606342	02/27/2025	\$1,946.08	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
606343	02/27/2025	\$524.31	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
606344	02/27/2025	\$46,989.03	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
606345	02/27/2025	\$1,074.19	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
606346	02/27/2025	\$520.00	CONTRACT SERVICES	3943	R&S OVERHEAD DOORS OF COMMERCE, INC.
606347	02/27/2025	\$2,190.35	CONTRACT SERVICES	4782	RESOLUTE INDUSTRIAL LLC
606348	02/27/2025	\$23.74	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
606349	02/27/2025	\$591.80	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
606350	02/27/2025	\$2,986.92	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
606351	02/27/2025	\$15,419.38	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606352	02/27/2025	\$12,430.65	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
606353	02/27/2025	\$5,021.71	CONTRACT SERVICES	6230	SYMPRO INC
606354	02/27/2025	\$3,258.88	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
606355	02/27/2025	\$1,237.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606356	02/27/2025	\$7,514.38	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
606357	02/27/2025	\$2,000.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
606358	02/27/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
606359	02/27/2025	\$1,637.80	SUPPLIES	3110	TOMAS ALVARADO
606360	02/27/2025	\$145,610.85	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
606361	02/27/2025	\$82,315.76	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
606362	02/27/2025	\$699.95	UTILITY SERVICES	23610	VERIZON WIRELESS
606363	02/27/2025	\$5,363.45	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
606364	02/27/2025	\$1,612.42	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
606365	02/27/2025	\$161.86	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
606366	02/27/2025	\$1,212.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
606367	02/27/2025	\$57.83	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
606368	02/27/2025	\$402.11	SUPPLIES	67320	WINZER
606369	02/27/2025	\$2,013.42	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
606370	02/27/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
Check Total		\$1,600,619.05			
GRAND TOTAL		\$3,786,605.95			



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 - March

March 26th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Recognition of Los Angeles Muay Thai	Presentation	Public Affairs	Erica Huerta
	Presentation by the Greater Los Angeles County Vector Control District	Presentation	Public Affairs	Caroline G.
	First reading and introduction of Ordinance No. 2480 - Amending Municipal Code Chapter 12.24 "Conduct in Public Parks"	Public Hearing	Recreation	David S.
	Amend Verdant Agreement No. 3822 for additional landscape maintenance services	Consent	Public Works	Cesar Roldan
	Second Reading and Adoption of Ordinance No. 2481 Amending the MMC Chapter 3.20 "Purchasing System" and Chapter 3.21 "Contracts for Professional and Special Services"	Consent	Finance	Michael S.
	Authorization to Issue Purchase Orders for Grant Writing Services	Consent	Admin	Angelica Palmeros
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.