



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, APRIL 9, 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
Luis Lopez
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

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

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(2)
L. Jackson v. City of Montebello
Case No. ADJ12995926, ADJ12995927, ADJ12995928
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
R. Genberg v. City of Montebello
Case No. ADJ13552398, ADJ13553882
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
F. Tucker-Schuyler v. City of Montebello
Case No. ADJ10561152, ADJ10561411, ADJ10562671
4. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter to review on appeal from a decision of the Civil Service Commission

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. PROCLAMATION FOR NATIONAL CHILD ABUSE MONTH
6. PROCLAMATION FOR NATIONAL VOLUNTEER MONTH
7. PROCLAMATION FOR AUTISM AWARENESS MONTH
8. PROCLAMATION FOR ARMENIAN HISTORY MONTH
9. PROCLAMATION FOR NATIONAL DONATE LIFE MONTH
10. BLUFF ROAD UPDATE
11. ATHENS RESIDENTIAL SOLID WASTE PRESENTATION

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

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

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Take such additional, related, action that may be desirable.

13. **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2482 ADDING CHAPTER 12.27 - "PUBLIC DOG PARK FACILITIES" - AND AMENDING CHAPTER 12.24 - "CONDUCT IN PUBLIC PARKS" - OF TITLE 12 OF THE MONTEBELLO MUNICIPAL CODE**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2482 (Attachment A) to add Chapter 12.27 ("Public Dog Park Facilities") to Title 12 ("Streets, Sidewalks and Public Places") and amend Chapter 12.24 ("Conduct in Public Parks") of the Montebello Municipal Code; and
2. Take such additional, related action that may be desirable.

14. **PRESENTATION OF FISCAL YEAR 2025-26 COMMUNITY BUDGET FORUM AND BUDGET SURVEY FEEDBACK**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the presentation on Fiscal Year 2025-26 Community Budget Forum and Budget Survey feedback results; and
2. Take such additional, related action that may be desirable.

15. **ADOPT RESOLUTION NO. 25-24 TO AUTHORIZE SUBMISSION OF NECESSARY DOCUMENTS REQUIRED TO RECEIVE FISCAL YEAR 2024-25 LOW-CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FUNDING AND AUTHORIZE SUBMITTING MONTEBELLO BUS LINES' LINE 20 FREE FARE PROJECT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-24 to authorize submitting Authorized Agent and Certifications and Assurances forms required to receive Fiscal Year 2024-25 Low Carbon Transit Operations Program (LCTOP) funding for Montebello Bus Lines' (MBL) Line 20 Free Fare Project; and
2. Authorize submitting MBL's Line 20 Free Fare Project to the California Department of Transportation (Caltrans); and
3. Take such additional, related action as 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.

16. **APPROVAL OF RESOLUTION NO 25-25, APPROVING THE CANCELATION OF THE REGULARLY SCHEDULED MEETINGS ON APRIL 23, JULY 9, AND JULY 23**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-25, approving the cancelation of regularly scheduled City Council meetings on April 23, 2025; July 9, 2025; and July 23; and
2. Take such additional, related action that may be desirable.

17. **APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4282, 4283, 4284 FOR CITYWIDE GRANT WRITING SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 25-02**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreements for grant writing service with Townsend Public Affairs for \$60,000 (Agreement No. 4282), Blais & Associates LLC for \$70,000 (Agreement No. 4283), and Advanced Avant Garde Corporation for \$70,000 (Agreement No.4284) in response to Request for Proposals (RFP) No 25-02; and,
2. Authorize the City Manager to execute the agreements; and,
3. Take such additional, related action that may be desirable.

18. **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4299 TO UNITED STORM WATER, INC. FOR FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES ON LOS ANGELES COUNTY-OWNED CATCH BASINS (CP 931)**

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4299 to United Storm Water, Inc. for the Fabrication and Installation of Full Capture Storm Drain Trash Devices on Los Angeles County-Owned Catch Basins (CP 931) in the amount of \$144,056 plus a 25% construction contingency of \$36,014 for a total amount of \$180,070; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$92,000 in Account 229-30-315-6040.46 (Measure W, Public Works, Stormwater, Contract Services Storm Drain Maintenance); and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and approve any change orders in good faith; and
5. Take such additional, related action that may be desirable.

19. **ACCEPTANCE OF THE IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL AQUATIC CENTER – NOTICE OF COMPLETION (NOC)**

RECOMMENDATION: It is recommended that the City Council:

1. Accept the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") as completed by Horizon Mechanical Contractors of California; and,
2. Approve the final contract amount with Horizon Mechanical Contractors of California in the amount of \$86,488; 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 (\$4,324) due to Horizon Mechanical Contractors of California 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.

20. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4214 WITH FLO-SERVICES FOR THE PROVISION OF SEWER REPAIR AND MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4214 between the City of Montebello and Flo-Services Inc to increase the not-to-exceed amount by \$40,000 per year; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$40,000 in Account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Contract Services Sewer Maintenance); and
3. Authorize the City Manager to execute the Amendment on behalf of the City; and
4. Take such additional, related action that may be desirable.

21. APPROVE CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE 2024 ACTIVE TRANSPORTATION AND SAFETY, MONTEBELLO CYCLESafe BRIDGE PROJECT (CP 930)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Take such additional, related action that may be desirable.

22. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4131 WITH A & A FLEET PAINTING, INC. TO EXTEND THE COMPLETION DATE FOR THE BUS GRAPHICS DECAL REPLACEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4131 with A & A Fleet Painting, Inc. (A & A Fleet), to extend the completion date for one year (1-year), for Bus Graphics Decal Replacement Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

23. APPROVE AGREEMENT NO. 4300 WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH FOR PUBLIC HEALTH SERVICES (PH-005641)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4300 with the Los Angeles County Department of Public Health for Public Health Services (PH-005641); and,
2. Take such additional, related action that may be desirable.

24. APPROVAL OF MINUTES: MARCH 26, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

25. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 09, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-23 approving the Warrant Register dated April 09, 2025.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Mayor Pro Tem**

1. I would like to seek consensus to include the Montebello sports organizations as part of the CDBG funding.

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**

1. Request for more city wide events to take place in South Montebello
2. Announcement of the winner of the Art Scholarship

- **Danielle Romero, Councilmember**

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on May 14, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda was posted on or before **Sunday, April 6, 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 # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

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

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

BACKGROUND/DISCUSSION:

Annually, following the City Council reorganization meeting, the City Council reviews assigning Councilmembers to represent the City on various Boards, Agencies, Ad Hoc, and Task Force Committees. The City Council will review the current assignments, attached herein as Attachments A and B, to either confirm or make recommendations as desired. The City Council may recommend dissolving an Ad Hoc once the committee has fulfilled its intended purpose.

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

Subsequently, at the February 12, 2025, City Council Meeting, the City Council reviewed

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the various boards and appointed Councilmembers accordingly. On February 26th, Councilmember Romero was sworn into the City Council to fill the District 4 vacancy. The City Council now wishes to review the current list and appoint Councilmember Romero to various boards.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

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

ATTACHMENT(S)

1. Attachment A - CC Assignments to Regional Boards - 2025
2. Attachment B - City Ad Hoc and Task Force Assignments 2025



City Council Regional Board Assignments

ORGANIZATION	COUNCIL REPRESENTATIVE	ALTERNATE REPRESENTATIVE	STIPEND	MEETING INFORMATION	LOCATION	CONTACT	EMAIL/PHONE
County of Los Angeles Sanitation Districts	Melendez*	Tamayo*	\$125.00	Meets 2nd and 4th Wednesday 1:30 p.m.; *Delegate must be Mayor; and Alternate MPT.	Sanitation Districts of Los Angeles County 1955 Workman Mill Road, Whittier, CA 90601	Kim Christensen	562-908-4288 ext. 1101; kchristensen@lacsds.org
Los Angeles County City Selection Committee	Melendez*	Tamayo*	\$0	Meets 2-4 times a year as needed; *Delegate must be Mayor, and Alternate must be MPT.	Various locations in Los Angeles County	Lee Millen	cityselection@bos.lacounty.gov
San Gabriel Valley Council of Governments (SGVCOG)	Alonzo	Melendez	\$75.00	Every 3rd Thursday of the month at 4pm, with a few exceptions of Special Meetings	Upper San Gabriel Valley Municipal Water District 1333 S. Mayflower Ave., Ste. 360 Monrovia, CA 91016 (in person)	Katie Ward / Stefanie Hernandez	kward@sgvcog.org ; shernandez@sgvcog.org ; Office 626-457-1800
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Melendez	No alternate at this time.	\$0	Meets every 1st Monday 11:00 a.m.	SGVCOG 1333 S. Mayflower Avenue, Suite 360, Monrovia 91016	Yanin Rivera/ Kevin Lai	 (626) 457-1800; yrivera@sgvcog.org ; klai@sgvcog.org
Gateway Cities Council of Governments	Tamayo	Alonzo	\$125.00	Meet 1st Wednesday of the month 6:00 p.m.	Gateway Cities Office 16401 Paramount Blvd, Paramount, CA	Genny Cisneros	gcisneros@gatewaycog.org / (562) 663-6850
Independent Cities Association	Peralta	Tamayo	\$0	Meets 2nd Thursday of the month 7:00 p.m.	Location varies each month	-	ica@icacities.org
Montebello Chamber of Commerce	Tamayo	Melendez	\$0	4th Wednesday of the month at 8 a.m.	Montebello Chamber of Commerce 817 West Whittier Blvd. Montebello, CA 90640	Adriana Dugan	adriana@montebellochamber.org
League of California Cities	Alonzo	Peralta	\$0	Meets four times a year, 4th Thursday of the month; 6-8 p.m. Schedule found at www.lacities.org	Location Varies	Kristine Guerrero, League Staff; Jennifer Quan,	kguerrero@cacities.org ; 626-716-0076 ; jquan@cacities.org (626) 786-5142
Los Angeles County Vector Control District (LACVCD)	Avik Cordeiro (Resident Reappointed 11/10/2021-11/2025 for a period of 4 yrs.)	-	\$100.00	Meets 2nd Thursday of the month 7:00 p.m.	L.A. County Vector Control District Headquarters 12545 Florence Avenue Santa Fe Springs, CA 90670	Truc Dever	info@qlacvcd.org
Southeast Area Animal Control (SEAACA)	Alonzo	Tamayo	\$225.00	Meet 3rd Thursday 2:00 p.m.	Seaaca Office 9777 Seaaca Street Downey, CA 90241	Cathy Kyle, Manager, HR/Finance	administration@seaaca.org / (562) 803-3301 Ext. 221
Southern California Association of Governments (SCAG)	Peralta	Melendez	\$0 - unless Regional Councilmember (CM) or Policy CM	General Assembly Business meeting meets once a year in May (May 2-3, 2024 in Palm Dessert)	SCAG Main Office Wilshire Grand Center 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017	Maggie Aguilar/Cecilia Pulido	Maggie Aguilar, Clerk of the Board, (213) 630-1420, aguilarm@scag.ca.gov Cecilia Pulido, Deputy Clerk of the Board, (213) 630-1480, cpulido@scag.ca.gov

2025



Ad Hoc and Task Force Assignments

Name of Committee/Task Force	Members	Name #1	Name #2	Date of Appointment
Ashiya Sister City Association	1	Tamayo		2/12/2025
Stepanakert Sister City Association	1	Melendez		2/12/2025
Innovating Commerce Serving Communities Ad-Hoc	2	Melendez	Tamayo	2/12/2025
<i>* Joint School District Ad Hoc</i>	<i>2</i>	<i>Peralta</i>	<i>Tamayo</i>	<i>Pending Approval from MUSD</i>
Washington Goldline Coalition	2	Alonzo		2/12/2025
Adventist White Memorial Ad Hoc	2	Melendez	Peralta	2/12/2025
Economic Development & Workforce Development Ad Hoc Committee	2	Peralta	Tamayo	2/12/2025



ITEM # 13

**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: **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2482
ADDING CHAPTER 12.27 - "PUBLIC DOG PARK FACILITIES" - AND
AMENDING CHAPTER 12.24 - "CONDUCT IN PUBLIC PARKS" - OF
TITLE 12 OF THE MONTEBELLO MUNICIPAL CODE**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2482 (Attachment A) to add Chapter 12.27 ("Public Dog Park Facilities") to Title 12 ("Streets, Sidewalks and Public Places") and amend Chapter 12.24 ("Conduct in Public Parks") of the Montebello Municipal Code; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the adoption of this ordinance.

BACKGROUND/DISCUSSION:

If adopted as presented, the attached ordinance (Attachment A) would add sections to the Montebello Municipal Code that would define and regulate conduct for the dog park that will be opening at Acuña Park. The City's Recreation and Community Services Department, Montebello Police Department and Code Enforcement Division have worked together to identify issues that staff may potentially experience with the opening of the new dog park and have proposed regulations for the dog park that will aid in providing a positive experience for users of this much anticipated amenity.

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Additionally, the Recreation and Community Services Department reviewed the existing Montebello Municipal Code Chapter 12.24 - "Conduct in Public Parks," which provides rules and regulations for several subject matters, and updated sections to be consistent with current park use and to clarify language.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed changes amend Chapter 12.24 - "Conduct in Public Parks" - of the Montebello Municipal Code. The existing section outlining definitions will be updated to include new park amenities such as the City's pickleball courts, exercise station, and dog park (Section 12.24.020). The section on picnics will be updated to prohibit roping-off, caution taping, staking or fencing any park areas to restrict access (Section 12.24.170). The public park reservations section will be updated to prohibit use of park facilities for private instruction, training, classes, camps or clinics (Section 12.24.280). Lastly a section will be added to prohibit amplified sound at parks (Section 12.24.300) and to prohibit unauthorized access to City-owned utilities, such as water spigots, faucets, electrical outlets, irrigation controls, etc. (Section 12.24.310).

A new chapter is being proposed to be added to the Montebello Municipal Code (12.27 - "Public Dog Park Facilities") which establishes rules and regulations to be enforced at off-leash dog parks within the City. The chapter will include designated hours of operation, regulations, signage requirements, violation penalties, and the power of park employees to enforce violations. Specific regulations the City is proposing to be added to the Montebello Municipal Code include, but are not limited to: dogs must be accompanied by persons 18 year of age or older, dogs must be vaccinated and licensed, no more than three dogs per adult, dogs must be spayed or neutered, and aggressive dogs are not allowed in the dog park. The full list of regulations can be found in the attached ordinance (Attachment A).

In addition to regulations that will be added to the Montebello Municipal Code, the City will be implementing additional rules for conduct at the new dog park. This set of rules will not be subject to citation. However, Sections 12.27.060 and 12.27.070 allow City staff to enforce any posted rules which will be posted in a visible area near the dog park facility. Rules will include requiring an adult to accompany each dog, requiring dogs to be vaccinated, licensed, and wear current tags, and prohibiting dogs exhibiting aggressive or dangerous behaviors. Attached is a full list of proposed dog park rules (Attachment "B"). The list of proposed rules to govern the dog park are the result of Recreation and Community Services staff conducting thorough research of other municipal dog parks and researching best practices for dog park operations to fit the needs of the City.

SUMMARY:

Staff is recommending that the City Council conduct a first reading and introduction of

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Ordinance No. 2482 (Attachment A) to add Chapter 12.27 ("Public Dog Park Facilities") to Title 12 ("Streets, Sidewalks and Public Places") and amend Chapter 12.24 ("Conduct in Public Parks") of the Municipal Code.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2482
2. Attachment B - Proposed Dog Park Rules

ORDINANCE NO. 2482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 12.24 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE PARK RULES AND REGULATIONS AND ADDING CHAPTER 12.27 TO TITLE 12 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE SAFE USE OF DOG PARK FACILITIES OWNED AND OPERATED BY THE CITY OF MONTEBELLO

WHEREAS, the City of Montebello is a general law city under California Government Code Section 34102; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montebello ("City") may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Recreation and Community Services Department is responsible for the overall administration, operation, and maintenance of the City's public parks; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to preserve and protect the public peace, health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council for the City of Montebello finds and declares the foregoing are true and correct and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. Chapter 12.24 - "Conduct in Public Parks" - is hereby amended to read as follows (deletions in Strikethrough and additions in Double Underline):

Chapter 12.24 CONDUCT IN PUBLIC PARKS

Sections:

12.24.020 Definitions.

For the purpose of carrying out the intent of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

"Department" means the city of Montebello (city) department of recreation and community services.

"Director" means the director of parks and recreation, or his or her designee.

"Public Park" means any public facility or structure, areas, buildings and facilities that are owned, leased or otherwise controlled by the department, including, but not limited to, parks, athletic fields, tennis courts, pickle ball courts, splash pads, exercise stations, skate parks, dog parks, golf courses, swimming pools, recreation centers, playgrounds, pavilions, medians, park parking lots and recreational trails.

12.24.090 Animals.

A. No person shall bring into any public park any cattle, horses, mule, goat, sheep, swine, dog, cat or any other kind of animal, except that dogs or cats may be permitted in the park if kept on leash not to exceed six feet under the full control of its owner or person in possession. Service animals are exempt, as defined by the Americans with Disabilities Act. The owner must be in physical proximity and have full control of the service animal at all times. No person shall wound, kill, catch or attempt to wound, kill or catch any bird, fowl, fish or other animal located in a public park.

B. The requirement for a dog to be on-leash while in a public park shall not apply to a dog within a posted off-leash area of the park as designated by the city, provided, however, nothing herein shall relieve the owner or person having charge, care, custody or control of such dog from the responsibility to maintain proper control over such dog nor shall this subsection be construed as relieving such person from liability for any damages arising out of his or her use of a leash optional area.

12.24.150 Vehicles.

No person shall propel or cause to be propelled any vehicle of any type, cycle or automobile, on any footpath, walkway, trail or turf in any public park, ~~unless the area is designated for such type of use.~~

12.24.160 Park hours.

No person shall enter, loiter or remain in any public park or parking lot(s) at any time between the hours of ten p.m. and six a.m. of the following day, except when the park facilities are rented to the public and approved by the department director.

12.24.170 Picnics.

No person shall hold, conduct or participate in any picnic except in park areas designated for picnics. Roping-off, caution taping, staking or fencing off or similar actions to restrict access of park areas for any purpose is not permitted.

12.24.280 Public park reservations.

Public park reservations shall be available year-round to accommodate Montebello residents and user groups for informal or neighborhood gatherings. Reservations shall be submitted to the recreation and community services department and are subject to facility usage policies established by the department director.

Park reservations and/or permits are required for the following:

- (1) Use of athletic fields by organized teams for activities such as practices, games and tournaments.
- (2) Use of city facilities outside of normal business operating hours.
- (3) Picnic shelter reservations to guarantee exclusive use for the day of reservation.
- (4) A temporary use permit is required for special events and outdoor activities pursuant to Chapter 12.16.010.

(5) Some uses of park space will require further review and special permits pursuant to Chapter 12.17.040.

(6) Use of facilities for private instruction, training, classes, camps and clinics.

Facility usage policies, rules and regulations, including a park facilities rules of conduct, shall be established by the director for the administration of this policy and made available to the public on the city website and at the recreation and community services office. Said rules and regulations may be amended periodically to address public safety concerns. All pertinent city ordinances shall be enforced.

All fees and charges may be changed by resolution of the city council.

12.24.290 Power of park employees.

Employees of the Montebello police department, code enforcement division, and the parks and recreation manager, director of parks and recreation, and all public employees in the parks and recreation department are given the power and authority to enforce any posted rule, regulation, policy, or violation of this chapter, including the authority to issue citations therefor.

Violations of this chapter regulating public conduct in parks may be addressed in the following manner:

- (1) Verbal warning.
- (2) Immediate eviction from the public park. Immediate eviction shall mean removal from the public park, and banishment from any other public park, for the remaining hours of operation for the day of eviction.
- (3) Suspension of public park privileges. Suspension of public park privileges shall mean denial of access to all public parks for one or more days. The effective date and length of suspension shall be determined by the director, depending on the scope and severity of the violation, and notice of such suspension shall be made in writing.
- (4) Criminal sanctions or any other remedy available under local, state, or federal laws.

Any person who ~~has~~ been suspended from a public park for one or more days may appeal the suspension by submitting a written request for appeal prior to the start of the suspension to the director. The written request for appeal shall include the reason for requesting an appeal and contact information. All appeals shall be heard by the director, or designee, within thirty business days of the receipt of the request. The suspension will be tolled during the appeal process. The decision of the director shall be final.

12.24.300 Musical instruments and amplified sound.

No person shall operate or play any musical instrument, public address system, loudspeaker, or sound amplifying equipment of any kind within the boundaries of any park without a permit which expressly authorizes the use of such equipment for the facility, purpose, time, and group for which the permit is obtained.

12.24.310 City-owned utility access.

No person shall gain unauthorized access to water spigots, faucets, hose bibbs, valves, irrigation controls, electrical outlets, or other utility connections within the park grounds or parking lots.

SECTION 3. Chapter 12.27 “Public Dog Park Facilities” is hereby added to Title 12 “Streets, Sidewalks and Public Places” of the Montebello Municipal Code as follows:

Chapter 12.27 PUBLIC DOG PARK FACILITIES

12.27.010 Statement of purpose.

The purpose of this chapter is to establish a comprehensive set of rules and regulations for the use of public dog park facilities in the City of Montebello. This chapter shall apply to the city’s owned and operated public dog park facilities.

12.27.020 Definitions.

For the purpose of carrying out the intent of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

"Department" means the City of Montebello (city) Department of Recreation & Community Services.

"Director" means the director of Recreation & Community Services, or his/her designee.

"Public dog park" means any city property that has been designated by the city as an area where the public can recreate with their dogs, off leash, and within an enclosed space.

12.27.030 Hours of operation.

Public dog park facilities shall be open daily from sunrise until sunset, or as otherwise posted by the director. It shall be unlawful for any person to use or remain in such facilities without written consent of the director. Public dog park facilities shall be closed in the event of rain, wet conditions or other type of inclement weather which renders the facility to be unsafe in the sole opinion and discretion of the director.

12.27.040 Public dog park regulations.

- A. Dogs must be accompanied by at least one person 18 years old or older. Children under the age of 6 are not permitted in the off-leash area. Children 6 to 17 must be accompanied and supervised by an adult.
- B. Dogs must be older than four months, vaccinated, licensed, and wearing current tags. All dogs must be licensed by their respective municipality and display said license/tag while in a public dog park. Non-city residents must have the current rabies vaccine tag as well as a dog license tag issued by the governing body where they reside.

- C. No more than three dogs are allowed per adult.
- D. Aggressive dogs are not allowed in public dog parks. Dogs exhibiting rough, aggressive, or dangerous behavior are to be immediately removed.
- E. Dog trainers may not use public dog parks to conduct business. Permits are required for all commercial or organized activity.
- F. Dogs must be spayed or neutered.
- G. No animals other than dogs are permitted in the public dog park
- H. Each dog owner/handler must be physically capable of controlling their dog(s). All owners/handlers are required to remain inside the public dog park area and be in view of their dog(s) at all times.
- I. Any dog declared vicious or potentially dangerous, pursuant to Montebello Municipal Code Section 6.28.050, or any dog that has been declared "vicious," "dangerous," "potentially dangerous," or a "public nuisance," an attack dog, guard dog, or sentry dog as defined in California Health and Safety Code Section 121875 et seq., is not permitted to enter or remain in the public dog park.

12.27.050 City immunity from liability.

In accordance with California Government Code 831.7.5, a public entity that owns or operates a dog park shall not be held liable for injury or death of a person or pet resulting solely from the actions of a dog in the public dog park. Any person or canine using a public dog park must do so at their own risk.

12.27.060 Signage and postage requirements.

In order to provide reasonable notice to the public, the director shall place and post signs in one or more conspicuous and visible area(s) of the public dog park facilities, designating a facility, structure or area as a public dog park facility, specifying the rules and regulations, and the activities described as prohibited within the public dog park facility.

12.27.070 Other rules and regulations.

The director may set forth any other rules and regulations for the use of a public dog park facility which he/she deems appropriate, provided that signs describing such rules and regulations are placed and posted pursuant to this chapter.

12.27.080 Violation and penalties.

- A. Any violation of this chapter may be punishable as either a misdemeanor or an infraction.
- B. Any city employee may request anyone who violates a posted rule to leave the public dog park. It is unlawful for any person to fail to leave the dog park for violating any posted rule after being requested to do so by a city representative.
- C. Repeat violations (i.e., having three or more violations) may result in suspension or prohibition of the owner or handler and dog from using the public dog park facility.
- D. Repeat violations of this chapter may also constitute a public nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

12.27.090 Power of park employees.

Employees of the Montebello police department, code enforcement division, director, and all public employees in the recreation and community services department are given the authority to enforce any violation of this chapter, including the authority to issue citations therefor.

Section 4. SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its adoption.

Section 6. PUBLICATION. The City Clerk of the City of Montebello shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED 14th DAY OF MAY 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 9th day of April, 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the **14th** day of **May**, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

**CITY OF MONTEBELLO
PROPOSED DOG PARK RULES**

1. The dog park area is open daily from sunrise to sunset (MMC 12.27.030).
2. The dog park will close for weekly maintenance TBD .
3. Dogs must be accompanied by at least one person 18 or older. Children under the age of 6 are not permitted in the off-leash area. Children 6 to 17 must be accompanied and supervised by an adult (MMC 12.27.040).
4. Dogs must be older than 4 months, vaccinated, licensed, and wearing current tags (MMC 12.27.040).
5. No more than 3 dogs are allowed per adult (MMC 12.27.040).
6. Dog owners must clean up after their pet.
7. No food allowed (for humans or canines).
8. Aggressive dogs are not allowed in the park. Dogs exhibiting rough, aggressive, or dangerous behavior are to be immediately removed (MMC 12.27.040).
9. Any dog declared vicious or potentially dangerous pursuant to Montebello Municipal Code Section 6.28.050, or any dog that has been declared "vicious," dangerous," "potentially dangerous," or a "public nuisance," an attack dog, guard dog, or sentry dog as defined in California Health and Safety Code Section 121875 et seq., is not permitted to enter or remain in the dog park (MMC 12.27.040).
10. No digging permitted. Any holes created by a dog must be filled by the owner.
11. No choke, pinch, or spiked collars are permitted.
12. Dogs must be leashed upon entering the dog park and upon exiting the dog park.
13. Each dog owner/handler must be physically capable of controlling their dog(s). All owners/handlers are required to remain inside the dog park and be in view of their dog(s) at all times (MMC 12.27.040).
14. Dog owners assume full liability and are legally responsible for any injuries resulting from their actions as well as those of their pets. The owner of any dog is liable for the damages suffered by any person who is bitten by the dog (CA Civil Code Section 3342)
15. Anyone who abandons an animal anywhere, including a dog park, is subject to a \$500 fine and/or up to six months in jail (CA Penal Code Section 597 s.).

ATTACHMENT B

16. Dog trainers may not use this dog park facility to conduct business. Permits are required for all commercial or organized activity (MMC 12.027.040).

17. No dog grooming is permitted in the dog park facility.

18. No ill or injured dogs are permitted.

19. Dogs must be spayed or neutered (MMC 12.027.040).

20. No animals other than dogs are permitted in the dog park facility (MMC 12.27.040).

21. No bicycles, skates, or skateboards are permitted in the dog park facility.

Use of this facility implies consent and agreement to the above policies in addition to all City of Montebello Rules and Regulations.



ITEM # 14

**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: PRESENTATION OF FISCAL YEAR 2025-26 COMMUNITY BUDGET FORUM AND BUDGET SURVEY FEEDBACK

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the presentation on Fiscal Year 2025-26 Community Budget Forum and Budget Survey feedback results; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions. Feedback from the community budget forums and budget survey will be incorporated into the Fiscal Year 2025-26 budget per City Council direction and available resources.

BACKGROUND/DISCUSSION:

For the second consecutive year, the City hosted community budget forums in an effort to provide budget education to residents while gathering feedback on spending priorities. The three budget forums were extremely successful and provided an opportunity for dialogue between residents and City staff. In addition, for the third consecutive year, a budget survey was hosted – gathering additional feedback from residents on spending priorities. This report and the attachments provide a summary of the feedback received through the forums and survey. The feedback received will be considered during the Fiscal Year 2025-26 budget development process and help guide budget decisions and priority setting.

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 2 of 4

Budget Forums

A total of three (3) community budget forums were hosted by the City:

- **February 20, 2025:** Senior Center
- **February 27, 2025:** Reggie Rodriguez Park
- **March 13, 2025:** Quiet Cannon Event Center

During the forums (held between 6pm and 8pm), a presentation was provided (Attachment C) that outlined City budget basics, public agency budgeting information, and useful data about revenue and expenses in the City of Montebello. Approximately 50 residents attended the three events. In addition to the budget presentation, more than 30 staff members from various City Departments/Divisions attended, providing a “City Hall in the Community” at each forum. Staff from the following Departments/Divisions were in attendance at each of the forums:

- Code Enforcement
- Public Works
- Police
- Parks and Recreation
- Fire

The focus of the community budget forums was twofold: 1) provide financial and budget information and education to the community; and, 2) gather feedback from residents about their priorities, wishes and needs in the community.

A total of 52 comments were provided across all three forums (Attachment A). These comments have been categorized in order to present them to the City Council and Department Directors for use in building the FY 2025-26 budget. The table below provides a summary of the comments by category:

CATEGORY	# OF COMMENTS	% OF COMMENTS
Code Enforcement	1	2%
Community Development - Housing	1	2%
Community Services Programming	7	13%
Economic Development	1	2%
Homelessness	2	4%
Infrastructure Improvement-Accessibility	1	2%
Infrastructure Improvement-Beautification	8	15%
Infrastructure Improvement-Parks	16	31%
Infrastructure Improvement-Roads	4	8%
OTHER	2	4%
Public Safety	2	4%
South Montebello (General)	4	8%
Traffic-Transportation	3	6%
	52	100%

Attachment A contains each of the 52 comments, arranged by the date of the budget forum. As the table above illustrates, the largest number of comments dealt with "infrastructure improvements – parks." In other words, 31% of all comments concerned improvements to park facilities: repairing/improving restrooms at Grant Rea Park, improving lighting at Sanchez Park, fixing playgrounds across all park facilities, etc.(Attachment A). The second most popular category was "infrastructure improvement – beautification:" graffiti clean-up, plant more trees, landscape improvements, etc. (Attachment A).

These comments have been provided to all members of the City Council and each Department Director. As Directors work with staff and the Finance Department to build the FY 2025-26 budget, this feedback will be utilized in setting priorities and planning for future department activities.

Budget Survey

For the third consecutive year, a community budget survey was done. The survey was live from February 18 through March 28. The goal of the survey was to provide budget information and education while gathering resident comments and feedback on budget priorities.

At total of 75 surveys were completed during the six weeks it was active. The majority of respondents (over 55%) were in the 35-54 age range. Most respondents correctly identified the City's strategic budget planning as being a five-year plan. In addition, the overwhelming majority of respondents knew the City has written General Fund reserve policies. Also, 64% of respondents knew the City had multiple financial transparency reports that it publishes – quarterly budget updates, monthly budget reports, quarterly treasurer's report, etc. Of interest, most respondents correctly identified the City's two largest sources of General Fund revenue: sales and property tax.

The survey also provided the opportunity for respondents to provide write-in comments. The overall sentiment of the responses reflected concern, frustration, and a desire for improvements in Montebello's infrastructure, public safety, economic development, and community services. While some respondents expressed hope for revitalization, many comments indicated dissatisfaction with the city's current state, particularly in areas such as code enforcement, homelessness, and economic stagnation.

The comments from the survey closely mirror those received during the three community budget forums:

- o Strong demand for street paving, sidewalk repairs, better lighting, and improved signage citywide
- o Requests for more trees, shade structures, and greenery to enhance the city's aesthetics
- o Calls for increased police presence and a fully staffed police department
- o Requests for additional code enforcement officers to tackle unlicensed businesses, blight, and violations
- o Many respondents want new businesses, restaurants, and shopping centers to attract

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 4 of 4

more commerce

- o Calls for a revitalized downtown area, similar to Downey or Whittier
- o Requests for specific businesses like Trader Joe's and more entertainment venues in the City
- o Calls for better maintenance of park equipment and adding more recreational spaces

A summary is attached (Attachment D) of key themes across all write-in comments.

Next Steps

The results from the budget survey and feedback from the budget forums is being presented to the City Council early in the Fiscal Year 2025-26 budget development process. The goal is to provide this feedback so that community priorities are known and can be considered as the budget is built for next year. Department Directors have also received this information and will be reviewing and utilizing it when building department budgets.

As in prior years, additional budget presentations will follow during the months of May and June, providing the City Council and the community with additional opportunities to weigh in on various budget priorities, leading up to budget adoption in June.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council receive and file this information and the presentation of community budget forum feedback and budget survey results.

ATTACHMENT(S)

1. ATTACHMENT A - FY 2025_26 Budget Forum Feedback Summary
2. ATTACHMENT B - FY 2025_26 Budget Forum Participation Stats
3. ATTACHMENT C - Budget Forums Presentation FY 2025_26
4. ATTACHMENT D - Budget Survey Executive Summary

Community Budget Forums
Resident-Participant Feedback
February 20/27 and March 13/20 Sessions

Meeting Date	Resident/Participant Feedback/Comments/Priorities	Category
02/20/2025	Focus & attention to any community improvements in South Montebello (grossly lacking)	South Montebello (General)
02/20/2025	Funds for South Montebello Projects to be communicated & acted upon ASAP	South Montebello (General)
02/20/2025	Graffiti in South Montebello	Infrastructure Improvement-Beautification
02/20/2025	Rampant disregard for abatement	Code Enforcement
02/20/2025	Trash & unkept streets in Montebello	Infrastructure Improvement-Beautification
02/20/2025	Zero community events planned & communicated in South Montebello	Community Services Programming
02/20/2025	Dumping & drugs in South Montebello Riverbed from Washington Blvd to Sycamore	South Montebello (General)
02/20/2025	Allocate funds to South Montebello Projects	South Montebello (General)
02/20/2025	Restrooms at Grant Rea Park (toilets, changing tables)	Infrastructure Improvement-Parks
02/20/2025	Water Fountains at Grant Rea Park	Infrastructure Improvement-Parks
02/20/2025	Snack Bar at Grant Rea Park	Infrastructure Improvement-Parks
02/20/2025	Field updates (recondition) at Grant Rea Park	Infrastructure Improvement-Parks
02/20/2025	Lighting at Grant Rea	Infrastructure Improvement-Parks
02/20/2025	Bleachers at Grant Rea Park	Infrastructure Improvement-Parks
02/20/2025	Parking lot updates & lights at Grant Rea Park	Infrastructure Improvement-Parks
02/20/2025	Equipment rooms (water damage when it rains) at Grant Rea	Infrastructure Improvement-Parks
02/20/2025	Sanchez Park needs lights over picnic tables	Infrastructure Improvement-Parks
02/20/2025	Sanchez Park - tell people renting the picnic tables that they do not own the parking lot	OTHER
02/20/2025	Sanchez Park needs ADA access on Saturdays	Infrastructure Improvement-Accessibility
02/20/2025	Roads are crumbling; need to prioritize improving streets/pavement	Infrastructure Improvement-Roads
02/20/2025	Street paving	Infrastructure Improvement-Roads
02/20/2025	lighting at the parks	Infrastructure Improvement-Parks
02/20/2025	Return of the Park Ranger Program	Public Safety

Community Budget Forums
Resident-Participant Feedback
February 20/27 and March 13/20 Sessions

Meeting Date	Resident/Participant Feedback/Comments/Priorities	Category
02/20/2025	Restore the drinking fountains that were removed during pandemic at Henry Acuña Park	Infrastructure Improvement-Parks
02/20/2025	More trees and median landscaping & sidewalk repairs via streetscape corridors	Infrastructure Improvement-Beautification
02/20/2025	Graffiti Control - current company does not address all graffiti	Infrastructure Improvement-Beautification
02/20/2025	Would like to see a company that patrol City to address Graffiti - Reports	Infrastructure Improvement-Beautification
02/20/2025	Zorro movie night in July or August at Sanchez Park	Community Services Programming
02/20/2025	Signal light at Greenwood & Olympic needs adjusting to let more cars through during peak times	Traffic-Transportation
02/20/2025	Homeless on Streets and walking around the neighborhood	Homelessness
02/20/2025	Please give Hearts of Compassion more CDBG funds	Community Development - Housing
02/27/2025	Renovating parks restrooms	Infrastructure Improvement-Parks
02/27/2025	Lighting at parks	Infrastructure Improvement-Parks
02/27/2025	Sidewalk Repairs	Infrastructure Improvement-Roads
02/27/2025	Meet the needs for traffic enforcement on Bluff Rd in particular due to recent change in signage	Traffic-Transportation
02/27/2025	Landscape improvements on Bluff and South Montebello in general	Infrastructure Improvement-Beautification
02/27/2025	Restaurants & Big Stores in South Montebello	Economic Development
02/27/2025	Homeless trash clean up	Homelessness
02/27/2025	More Police	Public Safety
03/13/2025	Trees	Infrastructure Improvement-Beautification
03/13/2025	Native Plants landscaping	Infrastructure Improvement-Beautification
03/13/2025	More Activities for Kids	Community Services Programming
03/13/2025	Fix Streets	Infrastructure Improvement-Roads
03/13/2025	Girls Volleyball Club	Community Services Programming
03/13/2025	Fix gym bleachers	Infrastructure Improvement-Parks

Community Budget Forums
Resident-Participant Feedback
February 20/27 and March 13/20 Sessions

Meeting Date	Resident/Participant Feedback/Comments/Priorities	Category
03/13/2025	Fix park playgrounds	Infrastructure Improvement-Parks
03/13/2025	More Montebello pride	OTHER
03/13/2025	More after-school programs	Community Services Programming
03/13/2025	More activities for the elderly and kids	Community Services Programming
03/13/2025	Gym that stays open	Community Services Programming
03/13/2025	Citywide blue curb program - free of charge for disabled residents - accessibility to your own residence should be free	Traffic-Transportation
03/13/2025	Re-surface tennis courts as nicely as pickle ball	Infrastructure Improvement-Parks

Community Budget Forum Participation and Related Statistics

02/20/2025

Recap of the 1st budget session on Thursday 02/20/2025 (SENIOR CENTER)

- The 1st meeting was attending by approximately 17 residents.
- Member of council in attendance were Mayor Pro-tem Tamayo, Councilmember Alonzo, Mayor Melendez and City Clerk Christopher Jimenez.
- Staff in attendance: CM Alvarez, Acting ACM Palmeros, Fire Chief Pelaez
- Departments with tables:
- **Parks & Recreation**: Director David Sosnowski & Assistant Director Veronica Ramirez
- **Police Department**: Chief Lopez and Lt. Molinari
- **Public Works**: Director Cesar Roldan, Adan Ramirez, and Jeremy Melendez
- **Community Development** – Director Palombi, Assistant Director Matthew Ramos, Joseph Cota and Code & Parking Division (5 employees)

Attached on the spreadsheet are the responses that were written on the flip charts.
Photos have been shared with Richie and PIO team.

02/27/2025

Recap #2 of the 2nd budget session on Thursday, 02/27/2025 (REGGIE RODRIGUEZ PARK)

- The second community budget forum was held on Thursday 02/27/2025 at Reggie Rodriguez Park in South Montebello.
- This meeting was attended by approximately 12 residents.
- All 5 members of City Council were present. City Treasurer David Matanga also attended.
- Staff in attendance: CM Alvarez, Acting ACM Palmeros, Fire Chief Pelaez
- Departments with tables:
- **Parks & Recreation**: Director David Sosnowski & Assistant Director Veronica Ramirez
- **Police Department**: Chief Lopez and Lt. Kim
- **Public Works**: Dep. Director James Coiner, Alexis Lucero and Samantha Levya
- **Community Development** – Joseph Cota and Luis Corona
- **Fire**: Veronica Lara & Guadalupe Hernandez

This meeting was engaging and resident asked questions during the presentation. The presentation was approximately 45 minutes long.

03/13/2025

Recap of the 3rd budget session on Thursday 03/13/2025.

- This meeting had approximately 12 residents in attendance.
- Mayor Melendez and Councilmember Peralta were in attendance.
- City Manager Raul Alvarez attended.
- Departments with tables:
- **Parks & Recreation:** Director David Sosnowski and Sr. Administrative Assistant Danessa Llanes.
- **Public Works:** Samantha Leyva, Alexis Lucero, and James Coiner
- **Community Development:** Director Joseph Palombi, Assistance Director Matthew Ramos, Joseph Cota, and Alexys Razana
- **Fire:** Guadalupe Hernandez, Michelle Marquez, Veronica Lara
- **Police Department:** Chief Lopez, Lt. Molinari.



City of Montebello Community Budget Forum February/March 2025

Budget Information, Input and Feedback

Agenda

- Budget Basics – what is a budget?
- Montebello Budget Specifics – sources and uses
- Budget Transparency – reports, forums, survey
- Community Feedback and Input – tell us your ideas



Community Budget Survey

- “Go Live” – Friday, February 21
- Watch Social Media for link



What is a Budget?

- City Council sets priorities
- City Council provides spending authority
- City Budget provides funding for essential services
- A budget gives revenue a purpose
- A budget is a plan

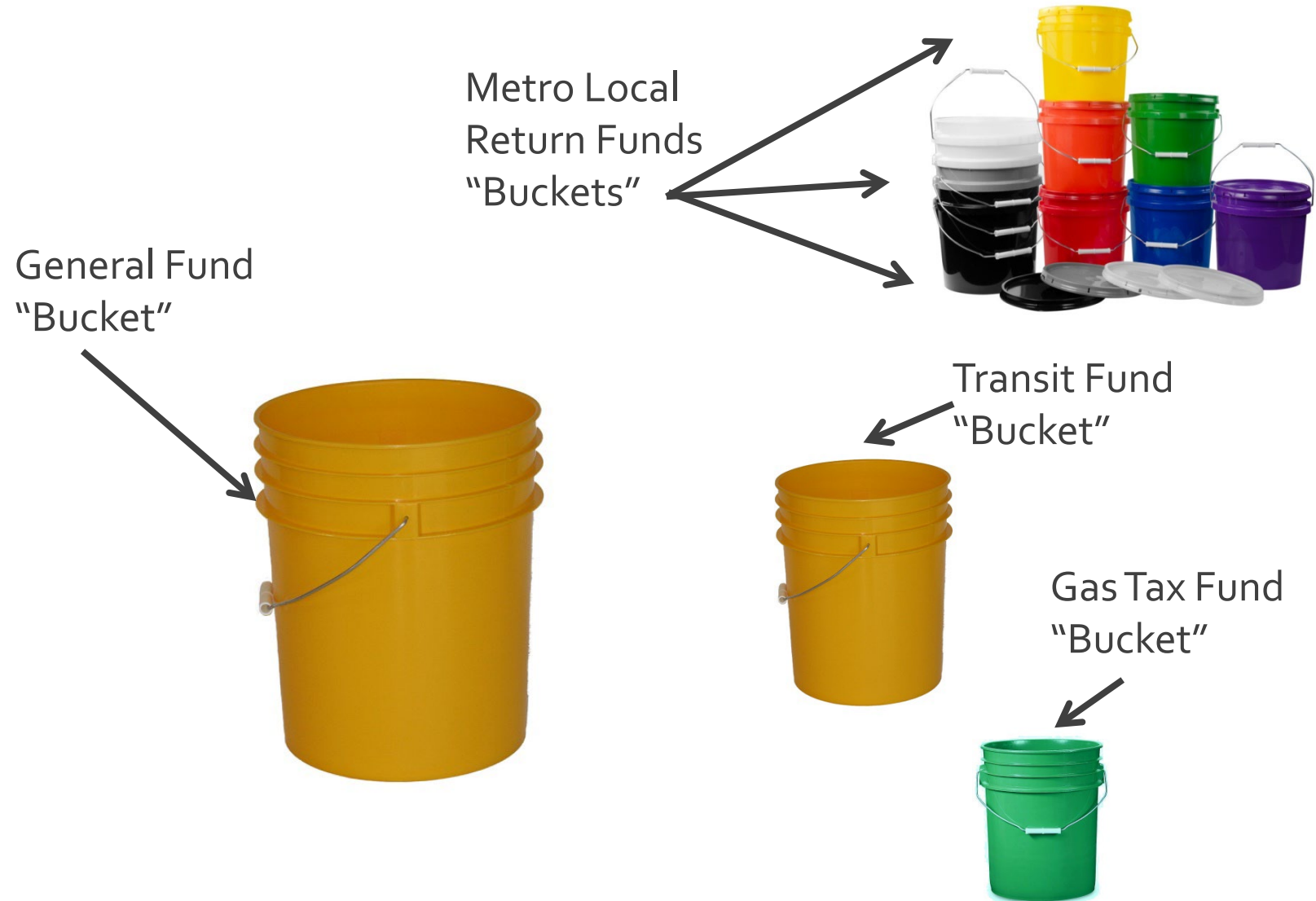


Parts of the Budget

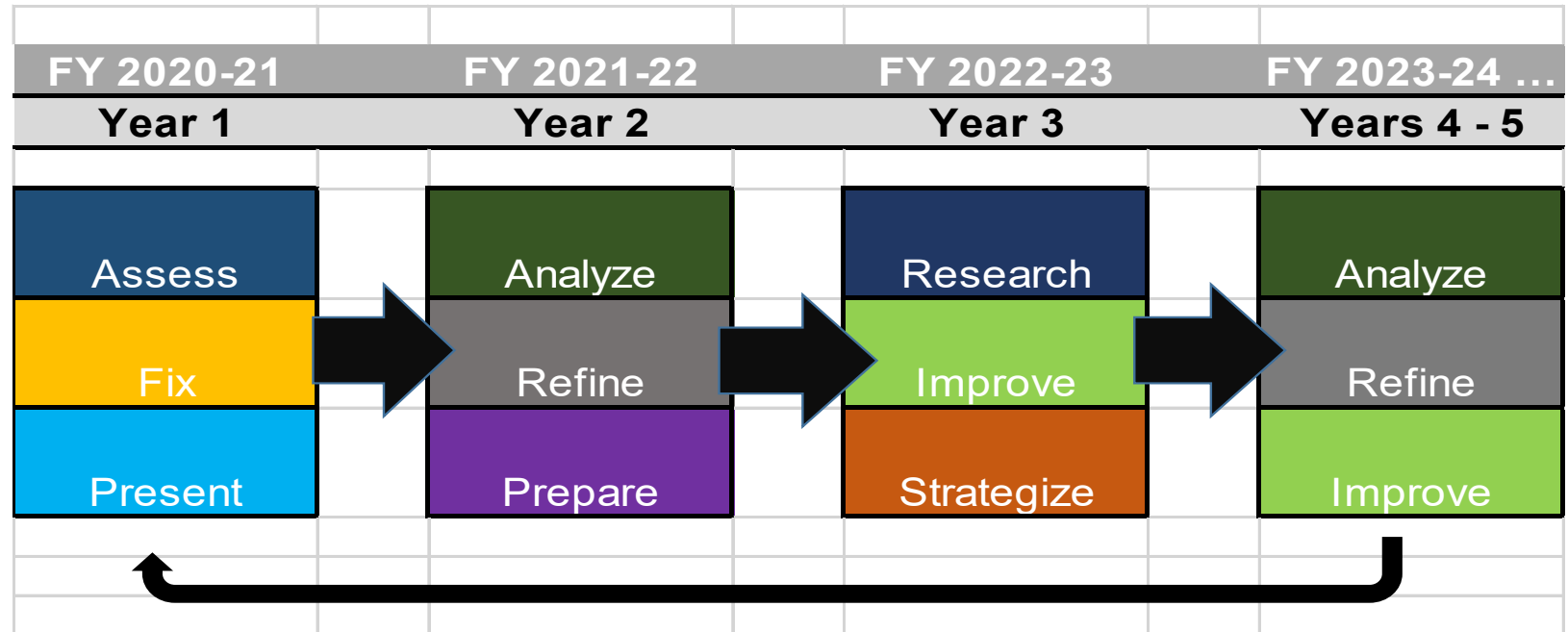
- Budget Message: the “story” of the budget, highlights, significant issues, City Council priorities, etc...
- Revenue and Expenditure Tables (all funds)
- Full-time Equivalent Listing (i.e., Position Listing)
- Department Budgets
 - Narrative/Department Overview and Performance Measures
 - Table of Organization
 - Expenditure details
- Capital Improvement Plan (CIP)
- Related financial and operational appendices

Putting the Budget Together – “Buckets”

- Revenue in each bucket restricted (more or less)
- Expenditures categorized by source of revenue

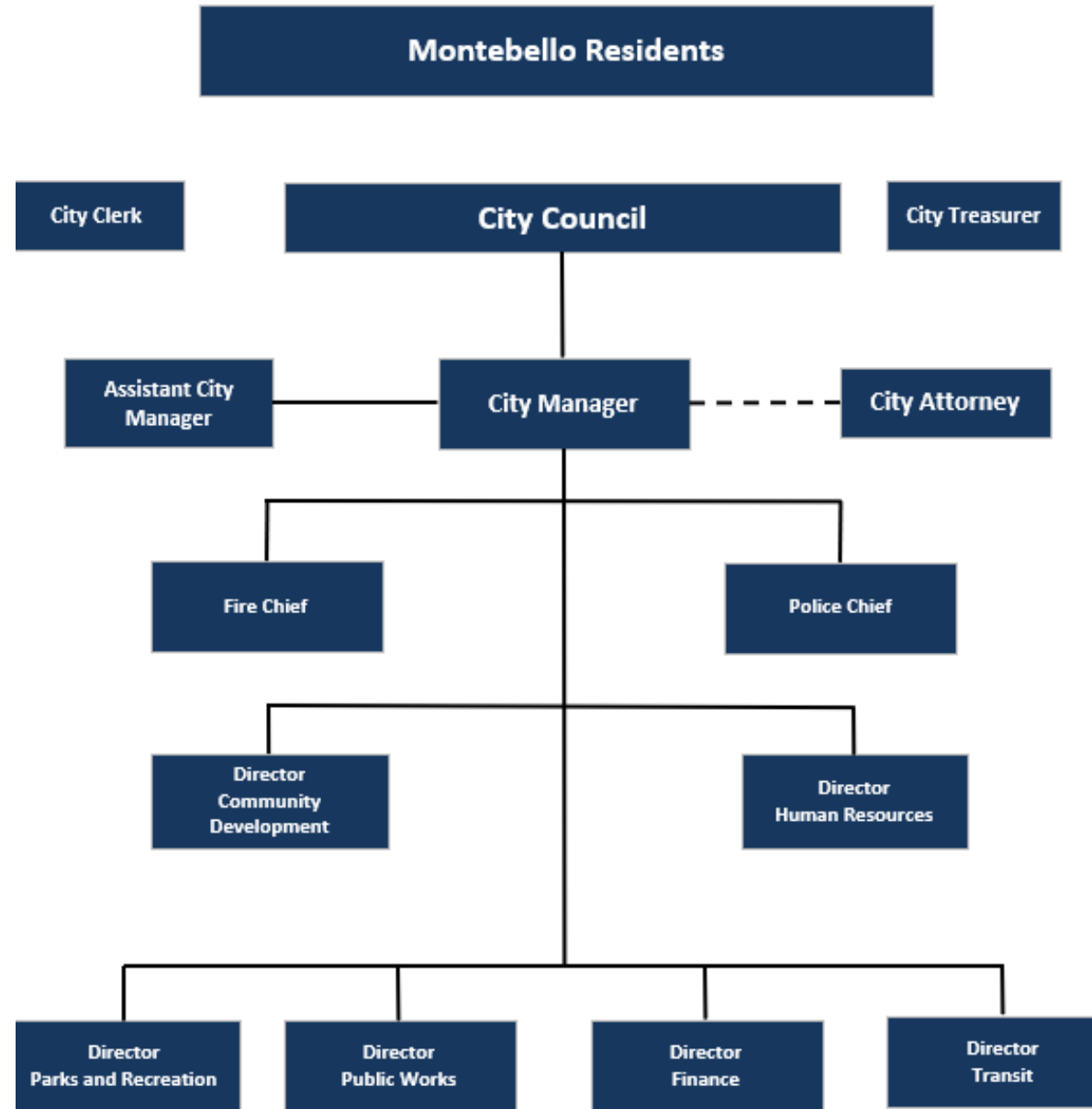


Strategic Budget Development



- Each year builds on work done in prior year
- “Building Blocks” guide overall budget development for that year
- Progress measured by ability to analyze budget needs vs. fixing problems
 - *Strategic and Proactive vs. Myopic and Reactive*
 - *Goal: easily incorporate City Council priorities through budget process*

City of Montebello: Table of Organization



Budget Overview

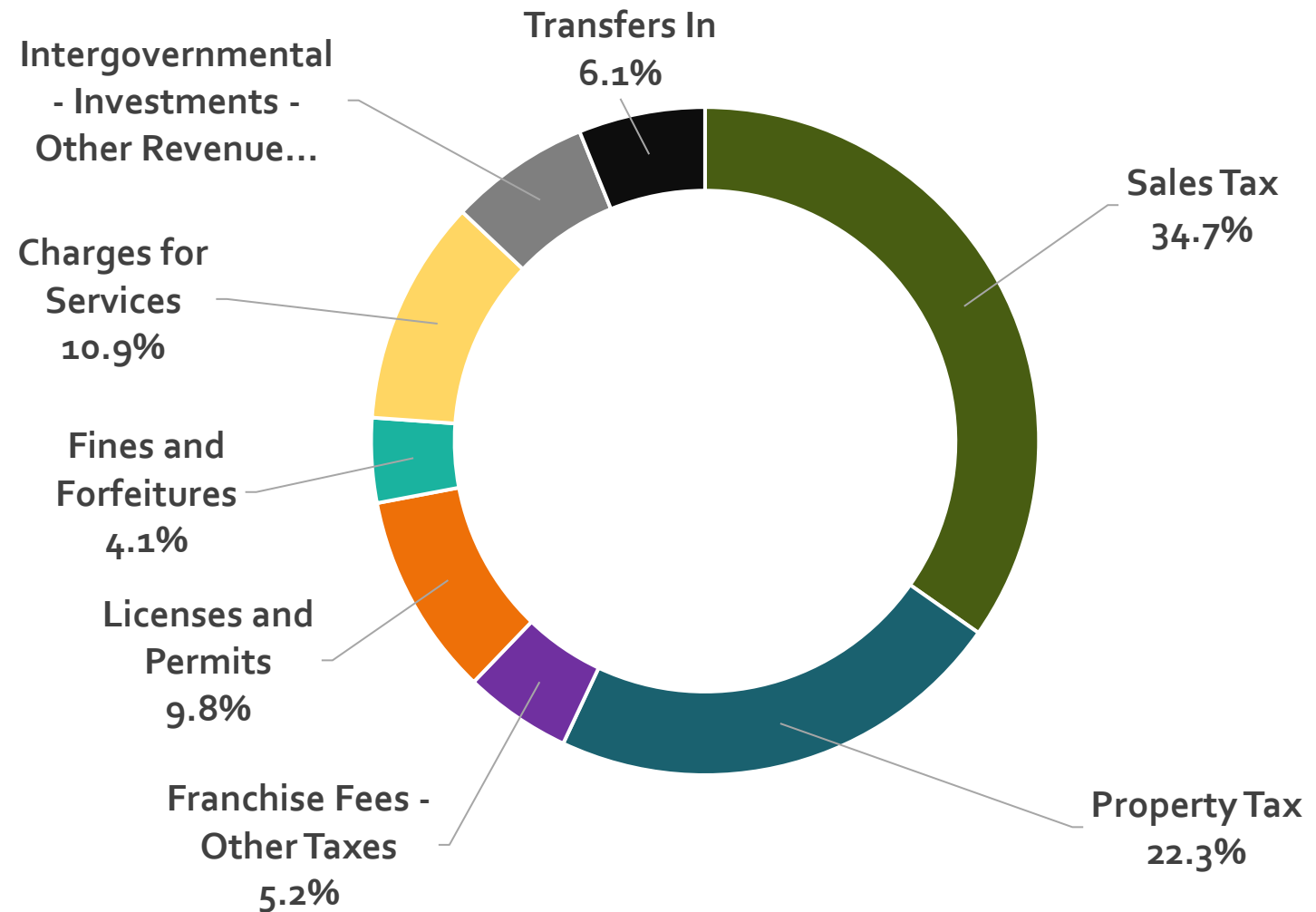


City of Montebello Citywide (All Funds) Summary by Fund Type FY 2024-25

	REVENUE	EXPENDITURES	Surplus / (Deficit)
General Fund	\$ 76,663,600	\$ 76,100,900	\$ 562,700
Grants/Special Revenue Funds	\$ 66,943,194	\$ 65,158,419	\$ 1,784,775
Capital Projects (Street/Infrastructure)	\$ 11,289,215	\$ 14,067,500	\$ (2,778,285)
Internal Service Funds	\$ 7,582,000	\$ 9,138,700	\$ (1,556,700)
Enterprise Funds	\$ 59,183,010	\$ 59,615,400	\$ (432,390)
Fiduciary Funds**	\$ 2,815,050	\$ 2,788,800	\$ 26,250
TOTAL CITY BUDGET	\$ 224,476,069	\$ 226,869,719	\$ (2,393,650)

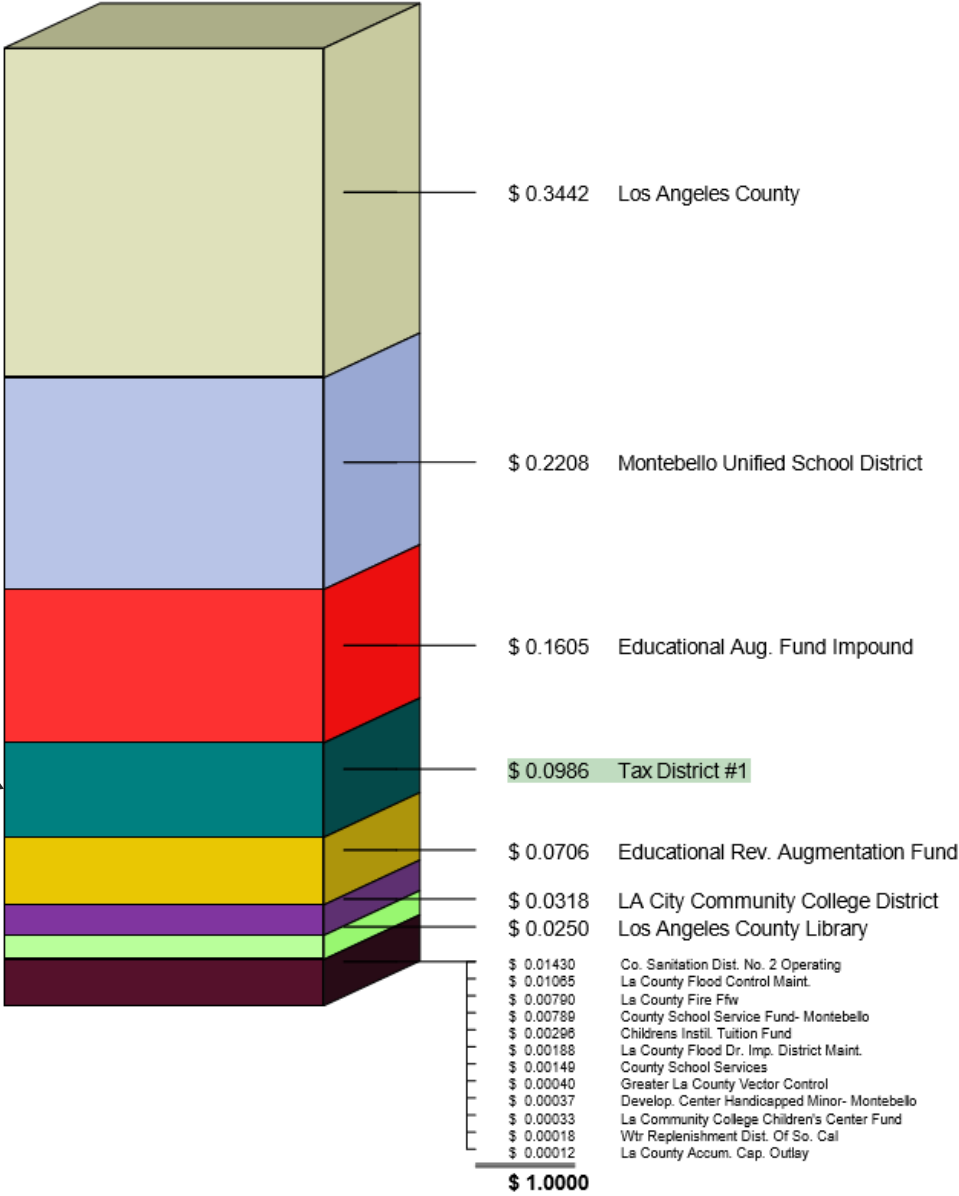
**Successor Agency (former Redevelopment Agency) related expenditures for enforceable obligations.

Revenue: Where does it come from?

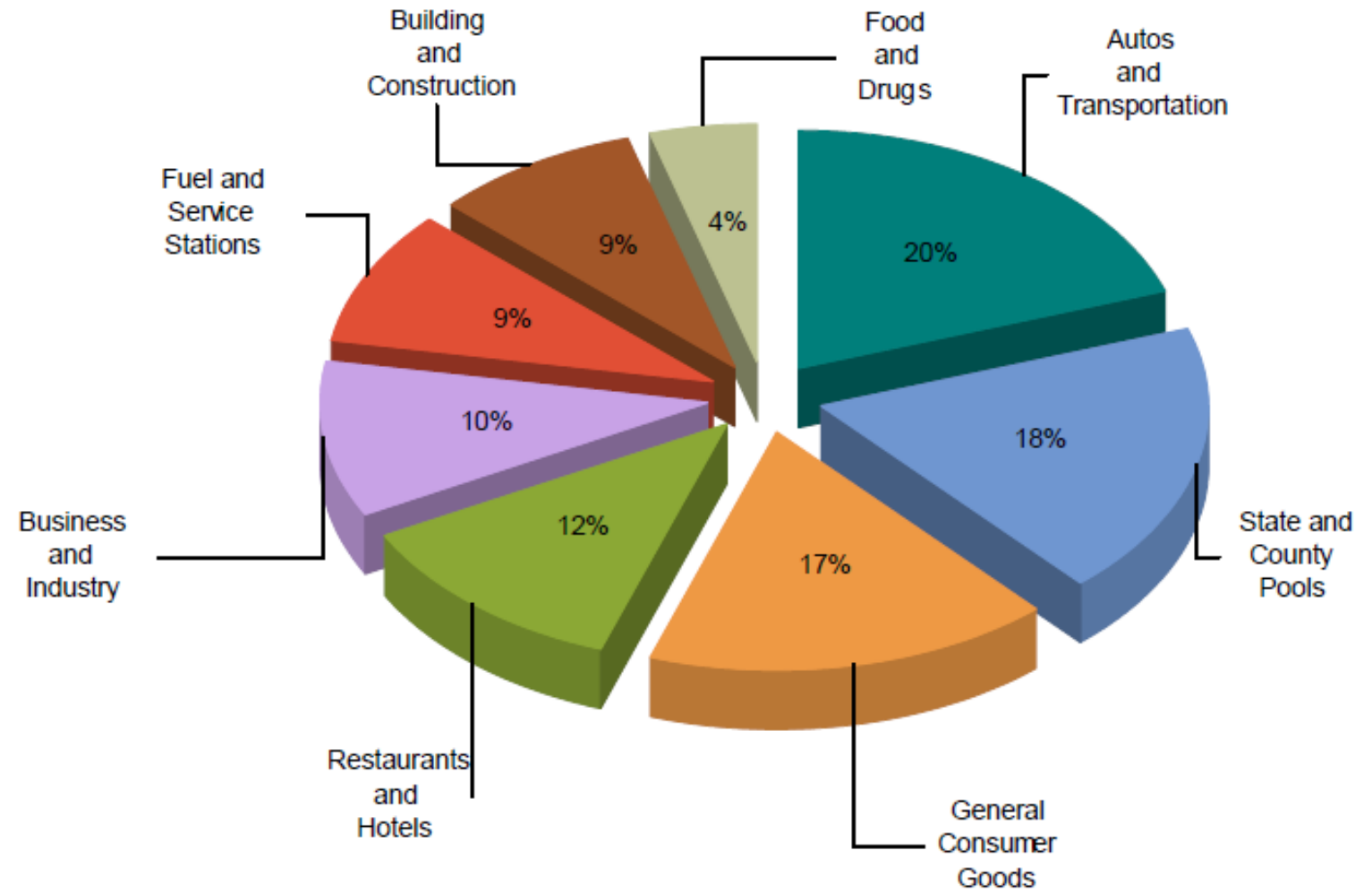


Revenue: Property Tax

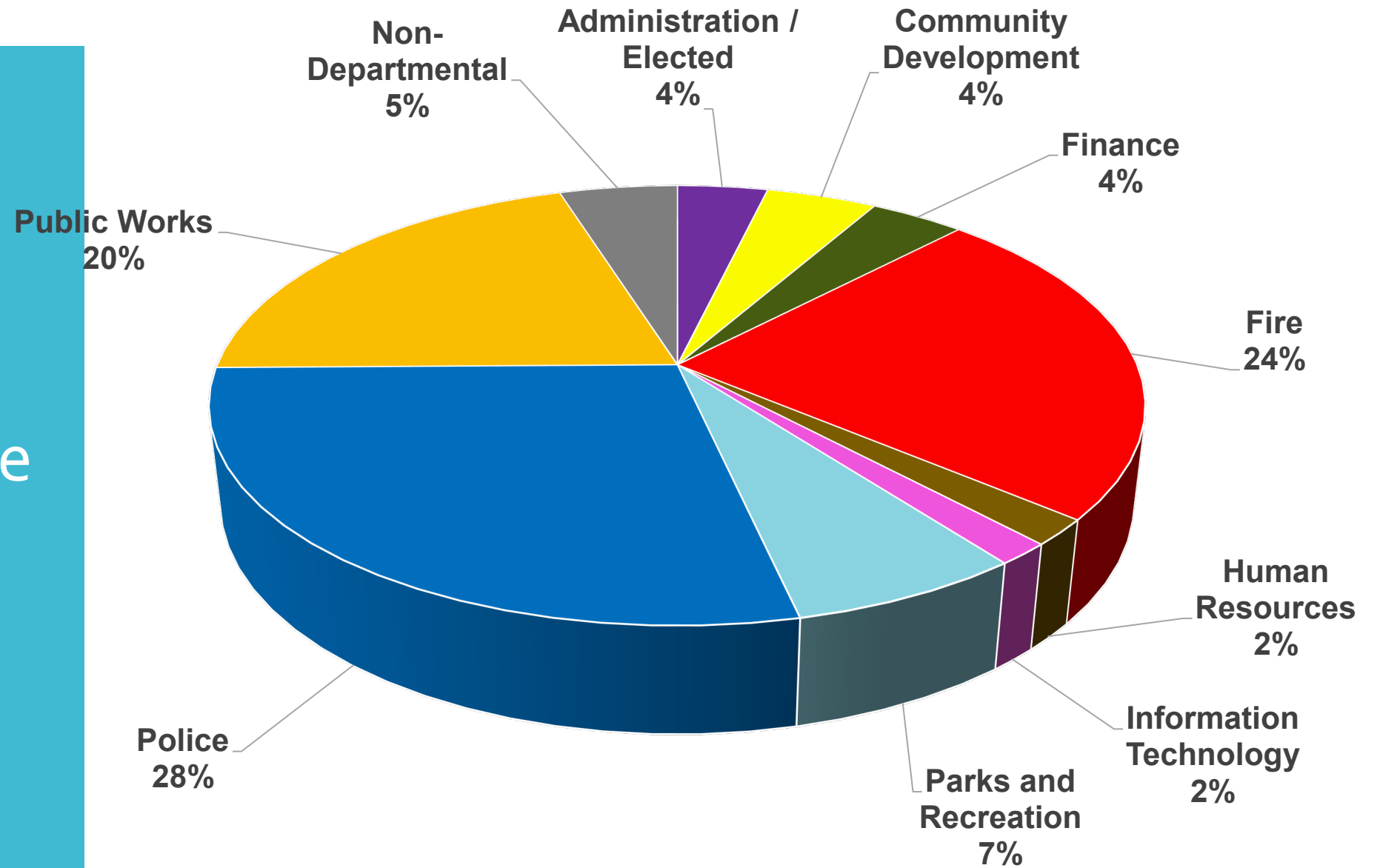
Montebello receives
\$0.0986 of every
property tax dollar
paid



Revenue: Sales Tax



Expenditures: How is revenue spent?



Cash and Liquidity

	Oct 2023	Nov 2023	Dec 2023	Oct 2024	Nov 2024	Dec 2024
General	88,870	95,226	100,407	68,121	69,614	77,084
Successor Agency	14,971	14,966	14,965	4,264	4,260	4,261
Housing Successor Agency	2,567	2,568	2,568	1,148	1,148	1,149
Trust & Agency	1,141	1,144	1,159	1,062	1,072	989
401 a(h) Trust Accounts	14	14	14	14	14	14
	107,563	113,917	119,113	74,609	76,108	83,496

*Amounts displayed in Millions

General Fund Reserves

Amount	Reserve Category	Reserve Benchmark Amount
\$ 19,100,000	Economic Uncertainties	25% of GF Revenue
\$ 3,800,000	Unfunded Liabilities	5% of GF Revenue
\$ 3,800,000	Equip/Tech Replacement	5% of GF Revenue
\$ 3,800,000	Capital Improvement	5% of GF Revenue
\$ 1,000,000	Deferred Maintenance	Fixed Amount
\$ 500,000	Insurance-Risk Mgmt	Fixed Amount
\$ 1,000,000	Economic Sustainability	Fixed Amount
\$ 33,000,000	TOTAL Reserves per Policy	

**General Fund reserves guided by written policy adopted annually by the City Council; can be found with budget book on City's website.*

Financial Transparency

- Quarterly budget updates
- Monthly and Quarterly Treasurer's Reports
- On-line monthly budget reports
- Budget adoption
- Community budget forums
- Budget feedback survey
- Published GFOA Award Winning budget document
- Published Annual Comprehensive Financial Report (audit)

Financial Transparency



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Montebello
California**

For the Fiscal Year Beginning

July 01, 2024

Christopher P. Morill

Executive Director

**5th Consecutive Year
Receiving this Award**



Budget Development Process: FY 2025-26

- **February/March:** Community Budget Forums, Community Budget Survey, City Council priority setting
- **March/April:** Staff works to strategize budget requests, update revenue projections, project capital projects, etc.
- **May:** Staff provides preliminary budget for FY 2025-26
- **June:** City Council adoption of FY 2025-26 budget

Feedback Session

- Improve, Update and Beautify City-owned infrastructure (e.g., roads, parks, City facilities, trees and landscaping, vehicles, etc.)
- Diversify and expand Community and Unhoused programming and services
- Expand the City's sales tax and property tax producing base (i.e., expand Economic Development efforts)





City of Montebello Community Budget Forum February/March 2025

Budget Information, Input and Feedback

City of Montebello, Fiscal Year 2025-26 Budget Survey Write-In Responses – March 2025 Report

Sentiment Analysis

The overall sentiment of the responses reflects concern, frustration, and a desire for improvements in Montebello's infrastructure, public safety, economic development, and community services. While some respondents express hope for revitalization, many comments indicate dissatisfaction with the city's current state, particularly in areas such as code enforcement, homelessness, and economic stagnation.

Key emotional tones:

- Frustration – Many respondents express concerns about perceived neglect in infrastructure, crime, and city beautification.
- Hopefulness – Some see potential for economic growth and revitalization through new businesses and better planning.
- Distrust – Several comments mention concerns about city governance, budget transparency, and alleged corruption.
- Community Advocacy – Many respondents express a strong sense of pride in Montebello and a desire to see it flourish.

Summary of Key Themes

1. Infrastructure & Beautification

- Strong demand for street paving, sidewalk repairs, better lighting, and improved signage.
- Requests for more trees, shade structures, and greenery to enhance the city's aesthetics.
- Complaints about vacant buildings, blighted properties, and unkempt lots, especially on Whittier Blvd.

2. Public Safety & Code Enforcement

- Calls for increased police presence and a fully staffed police department.
- Requests for additional code enforcement officers to tackle unlicensed businesses, blight, and violations.
- Concerns about noise pollution and safety issues in certain neighborhoods, especially near bars.

3. Homelessness & Social Services

- Strong concerns about the growing homeless population.
- Divided opinions on the approach: some advocate for more services and housing, while others call for removal and stricter enforcement.
- Criticism of MCAP (Montebello Community Assistance Program), with calls to defund or restructure it.

4. Economic Development & Business Growth

- Many respondents want new businesses, restaurants, and shopping centers to attract more commerce.
- Calls for a revitalized downtown area, similar to Downey or Whittier.
- Requests for specific businesses like Trader Joe's and more entertainment venues.

5. Budget Transparency & Governance

- Concerns about legal fees, lawsuits, and financial mismanagement.
- Accusations of corruption and questionable city leadership.
- Requests for clearer budget allocations and public updates.

6. Parks, Recreation & Community Programs

- Requests for more funding for Parks & Rec, community programming, and youth engagement.
- Calls for better maintenance of park equipment and adding more recreational spaces.
- Interest in expanding community service programs, including youth volunteerism.

7. Public Transportation & Traffic Concerns

- Requests for bike lanes, pedestrian-friendly streets, and better traffic flow near major intersections.
- Confusion over budgeting for Transit services and how funds are allocated.

Conclusion

Montebello residents are advocating for a safer, cleaner, and more economically vibrant city. Their concerns center around infrastructure improvements, public safety, economic revitalization, homelessness, and governance transparency. While some express hope for change, many feel that their concerns have gone unaddressed in previous budget decisions.

Moving forward, the city may benefit from:

- Clearer budget communication to rebuild public trust.
- A strategic plan for economic growth and business attraction.
- Enhanced public safety measures through policing and code enforcement.
- Investment in beautification efforts to revitalize key areas.
- A reassessment of homelessness programs to balance services with enforcement.



ITEM # 15

**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. 25-24 TO AUTHORIZE SUBMISSION OF NECESSARY DOCUMENTS REQUIRED TO RECEIVE FISCAL YEAR 2024-25 LOW-CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FUNDING AND AUTHORIZE SUBMITTING MONTEBELLO BUS LINES' LINE 20 FREE FARE PROJECT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-24 to authorize submitting Authorized Agent and Certifications and Assurances forms required to receive Fiscal Year 2024-25 Low Carbon Transit Operations Program (LCTOP) funding for Montebello Bus Lines' (MBL) Line 20 Free Fare Project; and
2. Authorize submitting MBL's Line 20 Free Fare Project to the California Department of Transportation (Caltrans); and
3. Take such additional, related action as may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to adopting Resolution No. 25-24 authorizing Montebello Bus Lines (MBL) to submit the Line 20 Free Fare Project to Caltrans. The anticipated funding of \$356,800 will be included with the Fiscal Year 2025-26 budget. Funds are anticipated to be received between May and December, 2025. Including funding with the FY 2025-26 budget will ensure appropriations exist for use next fiscal year.

BACKGROUND/DISCUSSION:

Montebello Bus Lines (MBL) is an eligible recipient of Low Carbon Transit Operations Program (LCTOP) funds provided by Caltrans. The LCTOP is part of the California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment, particularly in Disadvantaged Communities (DACs). The program allocates formula-based funds to transit agencies for both operating and capital assistance based on their share of statewide fare revenue. These funds are intended to support new or expanded bus and rail services, improve intermodal transit facilities, and cover costs for equipment acquisition, fueling, maintenance, and other operational expenses, all aimed at reducing emissions and promoting sustainable transportation.

On February 14, 2025, Caltrans released the official LCTOP Call for Projects for Fiscal Year 2024-25, with applications due by April 24, 2025 (Attachment A). Funding for this cycle is expected to be distributed by December 2025. The City intends to use LCTOP funding to support operating expenses for Line 20. This line is strategically important to the City's local economic growth since it connects key commercial corridors – Beverly Blvd., Montebello Blvd., Washington Blvd., and Whittier Blvd. However, service to these corridors is currently impacted by the construction of a bridge at the railroad crossing at Montebello Blvd. and Olympic Blvd. as part of the City's Alameda Corridor-East (ACE) Project.

The Line 20 Free Fare Project is an initiative designed to encourage greater ridership and improve access to these corridors since the State's EnviroScreen Mapping Tool has designated the City as a DAC due to the combined environmental, social, and economic challenges faced by its residents. By providing fare-free access, this initiative will help reduce traffic congestion and greenhouse gas emissions by promoting the use of public transit. Furthermore, this project will ensure that public transit remains a viable transportation option for all residents.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider adopting Resolution No. 25-24 (Attachment B), to authorize submitting Authorized Agent and Certifications and Assurances forms (Attachment C) required to receive FY 2024-25 LCTOP funding for MBLs Line 20 Free Fare Project; authorize submitting MBL's Line 20 Free Fare Project to Caltrans; and take such additional, related action as may be desirable.

ATTACHMENT(S)

1. Attachment A – LCTOP Application Form
2. Attachment B - Resolution No. 25-24
3. Attachment C – Authorized Agent and Certifications and Assurances forms

LCTOP FY 2024-2025 Allocation Request

ATTACHMENT A

Lead Agency Information

Lead Agency Name:			
Address:			
City, State, Zip Code:			
County:			
Agency Website:			
Regional Planning Agency:			
Caltrans District:			
Does your agency have an approved Title VI Plan? (Please provide approval letter)		Approved Date:	

Allocation Request Prepared by	
Name:	
Title:	
Phone #:	
E-mail:	

Contact (if different than "Prepared by")	
Name:	
Title:	
Phone #:	
E-mail:	

Authorized Agent	
Name:	
Title:	
Phone #:	
E-mail:	

Legislative District Numbers								
Assembly*:								
Senate*:								
Congressional*:								

*if you have additional Districts, please provide a separate attachment

Project Summary

Name: No more than 180 characters.	
Description (Short): No more than 375 characters.	
Type:	
Sub-Type	

Start date (anticipated) :	12/1/2025	End date (anticipated) :	
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Funding:	99313:		99314:		Total:	\$0
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Rollover Projects: Please provide the total number of years your agency plans to accumulate funds and how many years, include this year remaining.	Rollover Project:	
	Total Years of Rollover:	
	Remaining Years of Rollover:	

Project Life: For capital projects, state the project useful life in <u>years</u> . For operation projects state the number of <u>months</u> a service will be funded.	Capital:		Years
	Operations:		Months

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LCTOP FY 2024-2025 Allocation Request

Funding Information

Allocation Year	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PUC 99313 Amount:		\$0					\$0
PUC 99314 Amount:		\$0					\$0
Total LCTOP Funds:	\$0	\$0	\$0	\$0	\$0		\$0
LCTOP Interest:							\$0
Other GGRF:							\$0
Other Funds:							\$0
Total Funding:	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Lead Agency:	0	Amount:	PUC Funds Type:
Contact Person:	0		99313
Contact Phone #:	0		99314
Contact E-mail:	0		

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Contributing Sponsor:		Amount:	PUC Funds Type:
Contact Person:			99313
Contact Phone #:			99314
Contact E-mails:			

Total FY 24-25 LCTOP Funding	\$0
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Fully Funded Project: Provide a description of all the funds that will be used to complete this project and how LCTOP funds will not supplant other funding sources. Include the project ID and awarded funding amount from prior rollover years.

Detailed Funding Information: This section should be completed to detail any funds included in the "Prior" column of the Funding Information section above. For projects with an approved CAP that transferred funds and/or interest into the project from previous years, include the Project ID, amount of funds transferred, and CAP approval date.

LCTOP FY 2024-2025 Allocation Request

Funding Plan

Total Project Funding							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R/W	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CON	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Veh/Equip Purchase	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operations/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source: Low Carbon Transit Operations Program (LCTOP)							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

LCTOP FY 2024-2025 Allocation Request

Funding Plan

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source:							
Component	Prior	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
PA&ED							\$0
PS&E							\$0
R/W							\$0
CON							\$0
Veh/Equip Purchase							\$0
Operations/Other							\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

LCTOP FY 2024-2025 Allocation Request

Project Information

1) Project Description - Provide a comprehensive project description. For operations projects, include: number of trips, span, frequency improvements, number of days of operation and marketing component. For capital projects, include: product specifications and identify all LCTOP funded components. **No more 1450 Characters.**

2) Project Planning - Provide a detailed explanation of the project planning process and how it was designed to avoid substantial burden on any low- income, disadvantaged, and vulnerable populations. **Include any public outreach, events, workshops or community input. No more than 1450 characters.**

3) Project Costs - Provide an **itemized breakdown** of project components **and** describe **how the cost estimations were developed**. Please include marketing and bus wraps cost in this section. Total costs must correspond to the Funding Information section above. **No more than 1450 characters.**

LCTOP FY 2024-2025 Allocation Request

Agency Information

4) **Agency Fare** - Describe your agency's fare structure including any discounts or special fares and **how the project will affect that structure if at all. No more than 1450 characters.**

5) **Agency Service** - Describe the transit service provided and how the project plays into the overall operations. **No more than 2450 characters.**

LCTOP FY 2024-2025 Allocation Request

Project GHG Benefits

Greenhouse Gas Reductions - Describe qualitatively how this project will reduce greenhouse gas emissions.

Greenhouse Gas Reductions - Please provide quantitative information requested below and explanations supporting the data provided.

	Value	Explanation
Year 1 (Yr1) - First year of service, or year that capital improvements will be completed.		
Year F (YrF) - Final year that the service is funded or the final year of useful life for capital improvements.		
Project Yr. 1 Ridership Increase - Estimated annual ridership <u>contributed by the new service or capital improvement</u> in Yr1.		
Project Yr. F Ridership Increase - Estimated annual ridership <u>contributed by the new service or capital improvement</u> in YrF.		
Adjustment (A) - Adjustment factor to account for Choice Riders. You may use default values listed in the Lookup Tables tab.		
Trip Length (L) - Length (miles) of average auto trip reduced or average passenger trip length. You may use defaults values listed in the Lookup Tables tab.		
Project Useful Life	0	This is calculated based on the values above.
Total Project Ridership Increased	0	This is calculated based on the values above.
Total Project VMTs Reduced	0	This number is calculated based on the values above.
Total Project GHG Emission Reductions (MTCO2e)	#N/A	This number is calculated based on the values from above and the <u>QM-Tool tab</u> .
LCTOP Project GHG Emission Reductions (MTCO2e)	Incomplete Inputs	This number is calculated based on the values from above and the <u>QM-Tool tab</u> .

LCTOP FY 2024-2025 Allocation Request

Project Benefits

Job Support Benefits (Refer to LCTOP Guidelines and CARB Co-Benefits website for more information)

Primary Project Activity (select from drop-down)	
% of Project Budget Associated with Primary Activity	
Other Project Activity (select from drop-down)	
% of Project Budget Associated with Other Activity	
Other Project Activity (select from drop-down)	
% of Project Budget Associated with Other Activity	

Travel Cost Savings Benefits		
	Value	Explanation
Baseline Average One-Way Fare Cost (\$/One-Way Trip/Rider) (Average fare per boarding, prior to project implementation)		(ex. The average adult, senior, youth, and discounted fare is \$1.18 per way)
New Average One-Way Fare Cost (\$/One-Way Trip/Rider) (Average fare per boarding resulting from project implementation)		(ex. The average reduced fare paid (due to this project) for adult, senior, youth, and discounted fare is \$0.75 per way)
Transit Facility Parking Cost (\$/Roundtrip/Rider) (Average cost to park to use transit associated with project)		(ex. The average transit facility parking cost is \$5 per day)
Avoided Parking Cost (\$/Roundtrip/Rider) (Average avoided parking cost associated with project)		(ex. The average parking cost in the project area is \$15 per day)
Avoided Toll Cost (\$/Roundtrip/Rider) (Average avoided toll cost associated with project)		(ex. The average tolling cost in the project area is \$10 per day)

Co-Benefits - Check all additional Benefits/Outcomes.

- | | |
|---|---|
| ☐ Improved Safety | ☐ Coordination with Educational Institution |
| ☐ Improved Public Health | ☐ College ☐ Grades K-12 |
| ☐ Reduced Operating/Maintenance Cost | ☐ Promotes Active Transportation |
| ☐ Increase System Reliability | ☐ Promotes Integration w/ other modes |

Co-Benefits - Describe benefits selected above and other benefits not listed.

LCTOP FY 2024-2025 Allocation Request

Priority Populations Benefits

Step 1 - Identify the Priority Population(s): Determine if the project is at least partially located within a Priority Population census tract or will benefit Priority Population households.

Does your Agency's Service Area have a Disadvantaged Community? (as defined by SB 535)

Is the project located within the boundaries of a disadvantaged community census tract?

Is the project located within the boundaries of a low-income community census tract or household?

Is the project located outside of a disadvantaged community, but within 1/2 mile of a disadvantaged community and within a low-income census tract?

Priority Population Community Engagement: Identify the specific assessment for the Community Engagement Co-benefit (High, Medium, Low):

Step 2 - Identify a Need: Identify an important community or household need and evaluate how the project provides a benefit that meaningfully addresses the need.

Method: Select the method your agency used for identifying an important community or household need.

Specific Common Need: Make a selection only if [letter D](#) is selected above.

Priority Populations Community Needs Description: Expound on the selections above in **Method** and **Specific Common Need** to describe the process that your agency used to identify important community needs. Provide details of any public outreach efforts, engagement events, community input, and workshops. *No more than 1,200 characters.*

Step 3 - Provide a Benefit: Does the project provide a direct, meaningful, and assured benefits to priority populations?

Identify the Priority Population(s) that will benefit from this project.

Priority Population Benefit: Select the benefit your project provides to the community or household.

LCTOP FY 2024-2025 Allocation Request

Priority Populations Benefits

Priority Population Benefit: Based on the selections above, explain in greater detail how the project will provide benefits to the priority populations in your service area.

--

Please provide the amount of FY 24-25 LCTOP funds benefit Priority Populations by this project.

Amount of FY 24-25 funds to benefit a Disadvantage Community (If you have a DAC, at least 50% must benefit a DAC) :	
Amount of FY 24-25 funds to benefit Low-Income Community:	
Amount of FY 24-25 fund to benefit Low-Income Households and Residents within 1/2 mile of a DAC:	
Total Amount of FY 24-25 LCTOP funds to benefit Priority Population (Total should not exceed total FY 24-25 LCTOP project funding):	\$0

Agency can meet there DAC requirement by meeting any of the SB 1119 Project Criteria (Only complete this section if you answered Yes in cell X253 and No in cell X254) :

Is the project a transit fare subsidies or network and fare integration technology improvements, including, but not limited to, discounted or free student transit passes	
Is the project a purchase of zero-emission transit buses and/or purchase and installation of supporting infrastructure?	
Is the project a new or expanded transit service that connects with transit service serving a disadvantaged communities?	

SB 1119 Project Criteria: If this is a new or expanded service project, explain how it connects to a transit service that serves a Disadvantaged Community.

--

RESOLUTION NO. 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT(S): MONTEBELLO BUS LINES' (MBL) LINE 20 FREE FARE - \$356,800

RECITALS

WHEREAS, the City of Montebello is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Montebello wishes to delegate authorization to execute these documents and any amendments thereto to Raul Alvarez, City Manager

WHEREAS, the City of Montebello wishes to implement the following LCTOP project(s) listed above,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Montebello that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Raul Alvarez, City Manager, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Montebello that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-2025 LCTOP funds:

RESOLUTION NO. 25-24

Page 2 of 3

Project Name: Montebello Bus Lines' (MBL) Line 20 Free Fare

Description of Project: Free fares for City of Montebello Bus Line 20 for all members of the public. This will provide both financial and environmental incentives to promote public transportation to local businesses and other high traffic area while also reducing single occupancy VMT and GHG emissions.

Amount of LCTOP funds requested: \$356,800

Benefit to Priority Populations: The line serves as the main form of transportation for students attending the surrounding schools nearby and for commuters travelling to and from their job sites. Offering free fares will encourage residents to access these new businesses while reducing financial barriers to transportation for low-income individuals, students, seniors, and disabled persons. The project will also help reduce greenhouse gas emissions by decreasing single-occupancy vehicle use, contributing to environmental sustainability.

Amount to benefit Priority Populations: \$356,800

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

[Signatures on the following page]

RESOLUTION NO. 25-24

Page 3 of 3

APPROVED AND ADOPTED ON THIS 9TH DAY OF APRIL 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. 25-24 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 9th day of April 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

AS THE

(Chief Executive Officer/Director/President/Secretary)

Click here to enter text.

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FY 2024-2025 LCTOP Certifications and Assurances

Lead Agency: Lead Agency

Project Title: Project Title

Prepared by: Prepared by

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).

FY 2024-2025 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:

- a. **Annual Project Activity Reports October 30th each year.**
- b. **A Close Out Report within six months of project completion.**
- c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
- d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
- e. **Jobs Reporting as defined by CARB Funding Guidelines.**

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every

FY 2024-2025 LCTOP

sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering

FY 2024-2025 LCTOP

those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

Print Authorized Agents Name.

(Print Authorized Agent)

Print Authorized Agents Name.

(Title)

(Signature)

(Date)

FY 2024-2025 LCTOP Sample Board Resolution

(The following is sample language that must be included in your Board Resolution, necessary for execution of Certification and Assurances and Authorized Agent forms)

RESOLUTION # _____

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):

(NAME OF PROJECT(S) AND DOLLAR AMOUNT(S))

WHEREAS, the (Agency) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the (Agency) wishes to delegate authorization to execute these documents and any amendments thereto to (Name and title).

WHEREAS, the (Agency) wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (Agency) that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that (Name and Title) be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (Agency) that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-2025 LCTOP funds:

(Continued to next page)

FY 2024-2025 LCTOP

List project(s), including the following information:

Project Name:

Short description of project:

Amount of LCTOP funds requested:

Benefit to a Priority Populations:

Amount to benefit Priority Populations:

Contributing Sponsors (if applicable):

AGENCY BOARD DESIGNEE:

BY: _____



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: APPROVAL OF RESOLUTION NO 25-25, APPROVING THE CANCELATION OF THE REGULARLY SCHEDULED MEETINGS ON APRIL 23, JULY 9, AND JULY 23

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-25, approving the cancelation of regularly scheduled City Council meetings on April 23, 2025; July 9, 2025; and July 23; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The reduced operating hours will save costs on utilities and other operational expenses.

BACKGROUND/DISCUSSION:

The City is recommending that the City Council approve Resolution No. 25-25 to cancel the regularly scheduled City Council Meeting on April 23, 2025, due to scheduling conflicts with conferences that Councilmembers plan to attend.

In addition, the City historically adjusts its regular meeting schedule in July, as the proximity of these meetings to the Independence Day holiday often leads to lower attendance. Many residents and Council members are engaged in family events and activities during this time. Canceling these meetings would not only respect the holiday observances but would also help optimize resources and time for both City staff and Council members. Given that there is no pressing business to discuss, it is proposed that the Council approve the cancelation of meetings on Wednesday, July 9, 2025, and

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 2 of 2

Wednesday, July 23, 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

If approved by the City Council, communication regarding the cancelations will be coordinated by the City Manager's Office, City Clerk's Office, and Public Affairs. The community will receive notice of the cancelations through signage at City Hall, social media, and the City's website.

SUMMARY:

Staff recommends that the City Council approve Resolution No. 25-25, which approves the cancelation of regularly scheduled meetings on April 23, 2025; July 9, 2025; and July 23, 2025. The recommendation also includes the option for the City Council to take any other related actions deemed necessary.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-25

RESOLUTION NO. 25-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING CANCELATION OF REGULARLY SCHEDULED MEETINGS ON APRIL
23, 2025; JULY 9, 2025; AND JULY 23, 2025**

WHEREAS, the City of Montebello City Council holds Regular Meetings twice a month to conduct City business and address community concerns; and

WHEREAS, the City has identified a scheduling conflict on April 23, 2025, due to conferences that Councilmembers plan to attend, making it impractical to hold a regularly scheduled meeting on that date; and

WHEREAS, the City has historically adjusted its regular meeting schedule in July due to the proximity of meetings to the Independence Day holiday, which results in lower attendance and engagement from both residents and Councilmembers; and

WHEREAS, many residents and Councilmembers are engaged in family events and holiday-related activities in early July, making it reasonable to cancel meetings during this period to optimize resources and time for both City staff and Councilmembers; and

WHEREAS, there is no pressing business anticipated for discussion at the regularly scheduled meetings on July 9, 2025, and July 23, 2025; and

WHEREAS, the cancellation of these meetings will be properly communicated to the public through official City channels, including signage, social media, and the City's website;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MONTEBELLO THAT:**

1. The City Council hereby approves the cancellation of the regularly scheduled City Council meetings on April 23, 2025; July 9, 2025; and July 23, 2025.
2. The City Manager's Office, City Clerk's Office, and Public Affairs Department are directed to coordinate appropriate public notification of these cancellations.
3. This Resolution shall take effect immediately upon its adoption.

[Signatures on the following page]

RESOLUTION NO. 25-25

Page 2 of 2

APPROVED AND ADOPTED THIS 9TH DAY OF APRIL 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. 25-25 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 9th day of April 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Angelica Palmeros, Acting Assistant City Manager
Andrew Kim, Senior Management Analyst

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4282, 4283, 4284 FOR CITYWIDE GRANT WRITING SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 25-02

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreements for grant writing service with Townsend Public Affairs for \$60,000 (Agreement No. 4282), Blais & Associates LLC for \$70,000 (Agreement No. 4283), and Advanced Avant Garde Corporation for \$70,000 (Agreement No. 4284) in response to Request for Proposals (RFP) No 25-02; and,
2. Authorize the City Manager to execute the agreements; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommends awarding three Professional Services Agreements (Nos. 4282, 4283, 4284) to establish a list of vendors for citywide grant writing services. Funding will be allocated among the three selected vendors, which includes issuing purchase orders with annual no-to-exceed amounts to Townsend Public Affairs for \$60,000, Blais & Associates LLC for \$70,000, and Advanced Avant Garde Corporation for \$70,000.

Two of the vendors (Blais & Associates and Advanced Avant Garde Corporation) will be used on an as-needed basis; therefore, annual expenses will vary depending on whether the vendor is utilized. Townsend Public Affairs has a \$5,000/month retainer -- annual not-to-exceed amount of \$60,000. The goal of utilizing multiple vendors is to be

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 2 of 3

successful with obtaining additional grant funding, which, if successful, will allow the City to be able to supplement projects with grant funding or have the ability to bring new services and programs to the community.

BACKGROUND/DISCUSSION:

On September 26, 2024, the City released Request for Proposals (RFP) No. 25-02, seeking proposals for grant writing services to support various city departments. The objective was to establish a list of qualified vendors, providing flexibility for departments to choose the most suitable vendor for their needs.

Upon review of the proposals, staff from the Fire, Police, Community Development, Recreation and Community Services, and Public Works Departments evaluated and rated the proposals. The top three scoring vendors were Townsend Public Affairs, Blais & Associates LLC, and Advanced Avant Garde Corporation, based on their qualifications and experience, reputation, and proposed service fees.

Staff recommends awarding professional services agreements (Nos. 4282, 4283, 4284) to ensure departments have multiple options when selecting a grant writer. This approach will also provide flexibility if a vendor lacks the capacity or staffing to complete a last-minute grant application or specializes in a specific area. This recommendation includes selecting Townsend Public Affairs' all-inclusive flat-rate fee for grant research (\$5,000/month), grant application development, federal earmark opportunities, and post-award services, and then utilizing Blais & Associates LLC and Advanced Avant Garde Corporation for as-needed grant writing services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City issued RFP No. 25-02 to solicit proposals for grant writing services to support various departments. Following a comprehensive evaluation by staff members from multiple departments, three vendors, Townsend Public Affairs, Blais & Associates LLC, and Advanced Avant Garde Corporation, were identified as the highest-scoring bidders. The recommended actions will award professional services agreements (Nos. 4282, 4283, and 4284) to these three consultants, providing departments with flexibility in vendor selection. The annual not-to-exceed amounts for each consultant are \$60,000 for Townsend Public Affairs, \$70,000 for Blais & Associates LLC, and \$70,000 for Advanced Avant Garde Corporation.

ATTACHMENT(S)

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 3 of 3

1. Attachment A - Townsend Public Affairs PSA and Proposal
2. Attachment B - Blais & Associates PSA 4283 and Proposal
3. Attachment C - Avant Garde Corporation PSA 4284 and Proposal

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4282
WITH TOWNSEND PUBLIC AFFAIRS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 1, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and TOWNSEND PUBLIC AFFAIRS, INC., a California corporation, (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 professional grant writing services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 25-02
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Grant Writing Services in the City of Montebello (September 26, 2024) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall

PROFESSIONAL SERVICES AGREEMENT NO. 4282

Page 2 of 12

govern.

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

c. The 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 for an amount not-to-exceed Sixty Thousand Dollars (\$60,000.00) ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4282

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In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4282

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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

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

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

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

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

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

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

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

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

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CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

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reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has

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not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – City Manager's Office
Attn: Angelica Palmeros, Acting Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: apalmeros@cityofmontebello.com

If to Consultant: Townsend Public Affairs
Attn: Olivia Raymond
1401 Dove Street Suite 430
Newport Beach, CA 92660
(949) 399-9050
Email: oraymond@townsendpa.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")

**TOWNSEND PUBLIC AFFAIRS,
INC.**

Raul Alvarez, City Manager

Christopher Townsend, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – [INTENTIONALLY OMITTED]

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

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SOUTHERN CALIFORNIA



**Proposal for
Citywide Grant Writing Services**

RFP No. 25-02

November 4, 2024
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LETTER OF INTEREST

November 4, 2024

Michael Solorza, Director of Finance
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Mr. Solorza:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Citywide Grant Writing Services to the City of Montebello ("City").

Since its inception in 1998, TPA has earned the reputation as a ***Champion for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has secured over \$3.2 billion in competitive funding from state, federal, and local government agencies and has provided strategic guidance in over 100 different funding programs.

Thank you again for your interest in our firm and your consideration of this proposal. TPA is available immediately to dedicate time, personnel, and resources to this effort on behalf of the City. TPA also commits to the availability of the firm and all key project staff during the planning period. A detailed schedule for this engagement can be found in the technical proposal below. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Montebello.

Yours truly,



Christopher Townsend (Authorized to Bind the Firm)
President



PROJECT UNDERSTANDING & APPROACH

TPA understands the City of Montebello's objective to secure competitive funding sources that align with the community's vision for enhanced infrastructure, recreation, and public services. We recognize that securing these funds is not just about drafting compelling applications but about strategically aligning the City's priorities with federal, state, and regional funding opportunities.

Our approach begins with a comprehensive assessment of the City's unique needs and priorities, ensuring that every grant proposal we develop is tailored to resonate with funding agencies. We utilize a two-pronged strategy: first, by identifying optimal grant opportunities that match the City's goals, and second, by crafting high-quality, persuasive applications that stand out in competitive environments.

TPA's process is collaborative. We will engage key City stakeholders to understand project details, gather necessary data, and refine narratives that emphasize the City's strengths. Our team of expert grant writers will work closely with the City to ensure each submission is complete, compliant with guidelines, and maximizes the likelihood of success. Throughout the grant cycle, from opportunity identification to post-award compliance, we will remain committed to high standards of quality, clear communication, and efficient project management.

Our proposed scope of work for the City of Montebello includes comprehensive research, ongoing grant monitoring, and a hands-on approach to preparing and submitting applications. With our extensive experience, securing **over \$3.2 billion** in competitive funding, we are well-equipped to meet the City's grant writing needs and deliver meaningful outcomes for your community.

RELEVANT EXPERIENCE

As the premier grant writing and advocacy firm for California municipalities, TPA has extensive experience in providing customized and effective grant writing services and has built a robust reputation by providing these services to more than 250 diverse cities throughout the state. With valuable state and federal agency relationships, an expansive understanding of countless funding programs in a wide range of policy areas, and the capacity to pursue any and all relevant opportunities, TPA has achieved **over \$3.2 billion** in funding success on behalf of clients and has maintained a trusted client base by ensuring seamless and timely communication. The funding secured has been allocated toward projects that positively impact local communities, such as transportation infrastructure improvements, workforce development programs, regional public safety initiatives, and community beautification projects.

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs. These amounts represent grants secured through a competitive and/or legislative process.



Policy Area	State Funding	Federal Funding	All Sources
Water and Sanitation	\$134 Million	\$21.6 Million	\$155 Million
Transportation	\$734 Million	\$409.5 Million	\$1,143 Million
Education	\$256 Million	\$49.9 Million	\$306 Million
Parks and Recreation	\$306 Million	\$38.9 Million	\$345 Million
Cultural Resources	\$140 Million	\$14.2 Million	\$154 Million
Housing and Development	\$797 Million	\$42.2 Million	\$840 Million
Public Safety	\$157 Million	\$99.8 Million	\$257 Million
TOTAL	\$2.526 Billion	\$676 Million	\$3.2 Billion

RELEVANT EXAMPLES:

The following chart provides a sample of several of TPA's recent grant writing achievements in a diverse number of issue areas including water, wastewater, streets and roads, planning, economic development, public safety, and housing:

City of Murrieta: CalFIRE Wildfire Prevention Grant	
Amount Secured	\$2,653,344
Project Description	On behalf of the City of Murrieta, TPA secured \$2,653,344 in competitive grant funding administered by the California Department of Forestry and Fire Protection (CalFIRE) for hazardous fuel reduction efforts to mitigate fire risks and protect residents' life and property. This project will support Murrieta's public safety initiatives and enhance the City's responsiveness to emergencies. TPA was responsible for drafting and submitting the application, coordinating between stakeholders, and advocating for the funding to state legislators and agency officials.
Year of Award	2024
City of Palm Desert: SCAG REAP 2.0 Regional Utilities Supporting Housing Grant	
Amount Secured	\$8,000,000
Project Description	TPA worked alongside the City of Palm Desert to secure \$8,000,000 in Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 Regional Utilities Supporting Housing Pilot Program funding for extensive flood mitigation efforts and expand the city's utility capacity to mitigate future severe flooding impacting future and existing housing developments along the I-10 corridor in an area that has experienced recent flood disasters. The project will support the development of 3,386 units currently approved and 1,663 units under review.
Year of Award	2024
Contra Costa County Fire Protection District FEMA Assistance to Firefighters Grant	
Amount Secured	\$1,454,545
Project Description	TPA helped the Contra Costa County Fire Protection District secure \$1,454,545 through FEMA's Assistance to Firefighters Grant (AFG) program to acquire a heavy rescue vehicle. This new vehicle will enhance the District's emergency response capabilities for complex rescues. TPA led the application process, ensuring the timely collection of information, comprehensive drafting of the project narrative, and final competitive submission to the agency.
Year of Award	2024
City of Fullerton: CTC Active Transportation Program Grant	
Amount Secured	\$7,140,000
Project Description	TPA worked with the City of Fullerton to secure a grant in the amount of \$7,140,000 through the Active Transportation Program administered by the

	California Transportation Commission for its critical “Bridging the Gap: Nutwood Avenue Bicycle and Pedestrian Mobility Enhancements” project. This funding will enable the City to significantly increase connectivity along the Brea-CSUF-Santa Ana River Trail by implementing safe and accessible bike and pedestrian infrastructure. These crucial efforts will not only connect residential, educational, and economic hubs throughout Fullerton, but will also significantly reduce the current safety dangers faced by pedestrians, cyclists, and motorists along Nutwood Avenue.
Year of Award	2023
County of Kern: DHCS Behavioral Health Continuum Infrastructure Grant	
Amount Secured	\$17,021,560
Project Description	TPA worked with the County of Kern to secure a grant in the amount of \$17,021,560 through the Behavioral Health Continuum Infrastructure Grant Program administered by the California Department of Health Care Services to establish a youth crisis walk-in center facility. The funding allows the Kern Behavioral Health & Recovery Services to meet the needs of vulnerable populations, including those experiencing homelessness and justice involvement. It will also enable the County to expand its capacity to provide alternatives to incarceration, hospitalization, homelessness, and institutionalization. These efforts will be crucial to the promotion and protection of community safety and welfare, especially for at-risk youth populations.
Year of Award	2023
City of Palmdale: California Department of Justice Tobacco Grant	
Amount Secured	\$793,170
Project Description	TPA worked with the City of Palmdale to secure over \$793,170 in funding from the Tobacco Grant program administered by the California Department of Justice to tackle the illegal sale of cigarettes and tobacco products to minors. The grant will fund Palmdale’s tobacco compliance efforts, including retailer inspections, identifying and targeting problematic retailers, enforcement operations and single sales of flavored and unflavored tobacco products. TPA led the application development and submission process, ensure the proposal was positioned well for funding.
Year of Award	2023
City of Monterey Park California State Library Building Forward Library Infrastructure Grant	
Amount Secured	\$1,400,000
Project Description	TPA worked with the City of Monterey Park to secure \$1,400,000 from the California State Library’s Building Forward Library Infrastructure Grant program. This funding will go towards furnishing the City’s library with a backup generator to ensure it can function as a backup Emergency Operations Center. Additionally, funding will enable the library to update outdated HVAC units and address accessibility concerns throughout the building. These critical infrastructure needs will allow the library to serve its community and work towards its strategic goals of inclusion, accessibility, literacy, and connection as a community builder.
Year of Award	2023
City of Fontana: U.S. Department of Transportation RAISE Grant	
Amount Secured	\$15,000,000
Project Description	TPA worked with the City of Fontana to develop, prepare, and execute a strategic plan to support the City’s FY22 RAISE grant application. This highly competitive federal grant opportunity administered by the U.S. Department of Transportation formed a key component of the City’s Complete Streets Upgrades including street, bike, sidewalk, and trail improvements. In addition to tailoring the application’s message, TPA planned advocacy that leveraged the City’s strengths during the

	grant review process. The culmination of this effort was the award of \$15 million in federal RAISE funds for the City's transportation infrastructure improvements. In the FY22 RAISE cycle, Fontana was one of only eight jurisdictions in the State of California to receive a RAISE grant.
Year of Award	2022

STATE & FEDERAL EARMARK SUCCESSES:

The following charts detail TPA's success in securing state and federal earmarks over the past several years. For each award, TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with state and federal legislators and their staff, relevant committee members, and other key stakeholders to ensure our client projects were included in the final official budget.

STATE BUDGET EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2023-2024	55	\$73,910,000
2022-2023	42	\$200,950,000
2021-2022	30	\$377,715,020
2019-2020	15	\$36,230,000
TOTAL STATE BUDGET EARMARKS SECURED: \$688,805,020		
FEDERAL EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2024	52	\$57,599,445
2023	34	\$60,390,094
2022	30	\$59,060,357
TOTAL FEDERAL EARMARKS SECURED: \$177,049,896		

Below are several specific examples of state and federal earmarks that TPA worked to secure on behalf of our clients during the last budget cycles:

- FY 2023-24 State Earmark: **\$2,000,000** for the City of Monterey Park – Fire Station Rehabilitation
- FY 2023-24 State Earmark: **\$2,000,000** for the City of Irvine – Real Time Crime Center
- FY 2023-24 State Earmark: **\$3,000,000** for the City of Orange – Homeless Resource Center, Phases I and II
- FY 2023-24 State Earmark: **\$1,000,000** for the City of Pleasanton – PFAS Water Treatment Project
- FY 2023-24 State Earmark: **\$2,000,000** for the City of La Habra – Vista Grande Park Construction
- FY 2024 Federal Earmark: **\$750,000** for the City of Placentia – Public Safety Center 911 Technology Upgrades
- FY 2024 Federal Earmark: **\$900,000** for the City of Murrieta – Mobile Emergency Operations Center and Command Center
- FY 2024 Federal Earmark: **\$5,000,000** for the City of Mendota – Pavement Management Project
- FY 2024 Federal Earmark: **\$2,500,000** for the City of Fullerton – Police Station Remediation and Rehabilitation
- FY 2024 Federal Earmark: **\$2,000,000** for the City of Brea – Arovista Park Modernization Project



Appendix "C" Reference Sheet

RFP 25 – 02 Citywide Grant Writing Services

Entity Name CITY OF MONTEREY PARK
Business Address 320 WEST NEWMARK AVENUE, MONTEREY PARK, CA 91754
Name of Contact INEZ ALVAREZ
Title Contact CITY MANAGER
Telephone Number of Contact 626-307-1255
Email of Contact cmo@montereypark.ca.gov
Description of Project STATE/FEDERAL ADVOCACY, GRANT WRITING
Date of Service MARCH 2023 - PRESENT

Entity Name CITY OF SIERRA MADRE
Business Address 242 WEST SIERRA MADRE BLVD, SIERRA MADRE, CA 91024
Name of Contact BRENT BARTLETT
Title Contact FIRE CHIEF
Telephone Number of Contact 626-355-3611
Email of Contact bbartlett@sierramadrecal.gov
Description of Project STATE/FEDERAL ADVOCACY, GRANT WRITING
Date of Service FEBRUARY 2024 - PRESENT

Entity Name CITY OF FULLERTON
Business Address 312 EAST COMMONWEALTH, FULLERTON, CA 92832
Name of Contact ADAM LOESER
Title Contact FIRE CHIEF
Telephone Number of Contact 714-738-6506
Email of Contact adam.loeser@fullertonfire.org
Description of Project STATE/FEDERAL ADVOCACY, GRANT WRITING
Date of Service MARCH 2004 - PRESENT



KEY PERSONNEL & RESUMES:

With a team of 19 grant writers and funding advocates, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated team of six people to perform grant writing services for the City.

Cori Takkinen

Vice President

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 15 Years of Legislative Advocacy & Grant Writing

Experience Role: Strategic Advisor & Funding Advocate

Alex Gibbs

Grants Director

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 13 Years of Legislative Advocacy & Grant Writing Experience

Role: Project Manager/Grant Writer & Funding Advocate

Anastasia Heaton

Senior Associate

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 5 Years of Legislative Advocacy & Grant Writing

Experience Role: Grant Writer & Funding Advocate

Barbarah Torres

Senior Associate

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 8 Years of Legislative Advocacy & Grant Writing

Experience Role: Grant Writer & Funding Advocate

Sammi Maciel

Senior Associate

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 7 Years of Legislative Advocacy & Grant Writing

Experience Role: Grant Writer & Funding Advocate

Jake Leischner

Associate

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 6 Years of Grant Writing and Public Policy Experience

Role: Grant Writer & Funding Advocate

Resumes for each member of the proposed team can be found below:





Cori Takkinen, Vice President: Cori brings 15 years of legislative advocacy and public policy experience to TPA. Cori has extensive experience writing grants for various local, regional, state, and federal opportunities. Cori has expertise in the policy sectors of local governance, transportation, water resources, infrastructure, sanitation, parks and recreation, and economic development.

Townsend Public Affairs, Inc.
Vice President

2011–Present

Throughout her tenure at TPA, Cori has been responsible for securing millions in competitive grant funds for local public agency clients. In addition to her expertise on municipal issues, Cori has strong experience building coalitions, identifying synergies, and leveraging all available opportunities to achieve success. Cori has a strong network of relationships with State Legislators, key staff, and various state agencies. Some of Cori’s accomplishments include:

- Leveraging relationships with the California Federal delegation, Cori had over **\$25 million** in Community Project Funding (or earmarks) included in the nine appropriations bills that passed the House in FY 2022.
- In the FY 2021–22 State Budget, Cori worked with several municipal and nonprofit clients to secure **\$54 million** in budget earmarks for priority projects, including funding for mental health, public safety, infrastructure improvements, and parks and trails improvements.
- In the FY 2019–20 State Budget, Cori worked with five municipal clients and one nonprofit client to secure **\$20.2 million** in budget earmarks for priority projects, including stormwater treatment facilities, historical renovations, park and trail improvements, and fire prevention.
- Leveraging State legislative relationships, Cori secured an earmark in the FY 2017–18 State Budget for **\$20 million** to form the North Orange County Public Safety Collaborative.
- Cori worked on behalf of the City of La Habra to secure a direct funding allocation in the FY 2021–22 State Budget in the amount of **\$8.5 million** to repair an underground culvert in La Habra that collapsed due to a period of heavy rainfall.
- Cori worked closely with the State Legislature and Administration on the development and implementation of **Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018**.
- Cori worked with the City of Brea to secure **\$10 million** from local, state, and federal sources for the Tracks at Brea project, a four-mile multi-use rail-to-trail project. Funding sources include the US EPA, California Natural Resources Agency, SGC, CTC and SCAG.
- Cori worked with the City of Laguna Beach to secure **\$59,628** through the FEMA Assistance for Firefighters Grant program. Cori worked closely with FEMA program staff to secure funding for mobile radios and programming equipment that brought the Laguna Beach Fire Department up to P-25 compliance. Bringing the Fire Department into compliance has allowed increased coordination and activity with CalOES and the State’s Master Mutual Aid Plan.

County of Orange, Board of Supervisors
Policy Advisor for Supervisor John Moorlach

2010

Chapman University, Orange, CA
Master of Public Administration

2014

Claremont McKenna College, Claremont, CA
Bachelor of Arts Economics and Government with Leadership Sequence

2011





Alex Gibbs, Grants Director: Alex brings 13 years of public policy and legislative advocacy experience to TPA. Alex has four years of experience working for the State Legislature analyzing, researching, writing, and shepherding bills through the legislative process. Alex has also secured significant grant funding for clients throughout California. Alex has expertise in the policy sectors of parks and recreation, natural resources, local governance, public safety, and transportation.

Townsend Public Affairs, Inc.
Grants Director

2014–Present

During his tenure at TPA, Alex has been responsible for securing millions in competitive grant funds at the private, state, and federal levels for local public agency clients. In addition to his expertise in parks and recreation, transportation, and public safety, Alex has a strong network of relationships with State Legislators and key staff as well as various state departments and agencies. Some of his accomplishments include:

- Alex coordinated with County of Kern staff to secure over **\$17 million** in grant funding from the Behavioral Health Continuum Infrastructure Grant Program administered by the California Department of Health Care Services to establish a youth crisis walk-in center facility. Alex crafted a competitive application and leveraged a strategic network of agency relationships to ensure the project's success. The critical funding will allow the County to continue to expand its capacity to provide alternatives to incarceration, hospitalization, homelessness, and institutionalization.
- Alex worked closely with the City of Oakland staff to secure **\$7 million** in grant funding from the Clean CA Local Grant Program. Alex leveraged relationships with the California Department of Transportation and the City's legislative delegation to successfully advocate for two funded projects. This funding helped the City of Oakland conduct the Courtland Creek Restoration Project as well as the Oakland Mini Parks Beautification Project, both of which provided significant remediation and beautification of public resources for local residents.
- Alex led a team of Kern County staff through the application process to secure **\$6.5 million** in grant funding from the Prop 68 Statewide Parks Program (Round 4). This funded the South Kern Lamont Park Project which provided much-needed renovations to an existing park in the community of Lamont, despite grant program guidelines that provided preferences for the construction of new parks.
- Alex worked with the City of San Leandro to secure **\$4.5 million** in funding from the Building Forward Library Infrastructure Program administered by the California State Library to upgrade libraries throughout the City. Alex tailored the grant application's message and narrative and worked with City staff to create a project budget and timeline that would ensure competitiveness. Alex also utilized advocacy strategies that leveraged the City's strengths during the grant review process to ensure project success.
- Alex collaborated with state Natural Resources Agency staff to secure a **\$3 million** Urban Greening Grant for the Desert Recreation District. This funded the construction of a new park and sports complex in unincorporated Riverside County. Alex then continued to work with the District on grant administration, ensuring the client was able to see the completion of their legacy project that had been years in the making.

- Alex worked jointly with the City of South San Francisco to secure a **\$868,000** grant from the Active Transportation Program (ATP). Alex leveraged relationships with the California Department of Transportation and coordinated among local business stakeholders and school officials to craft a competitive grant application to the statewide ATP. This funding helped the City with their Linden and Spruce Avenue Traffic Calming Improvement Project to construct major traffic calming improvements to ensure bike and pedestrian safety at crucial intersections in residential and commercial neighborhoods.
- Alex collaborated with state and federal Land and Water Conservation Fund staff to secure a **\$750,000** grant for the City of Imperial. This funded the construction of a 300-plus acre regional park and equestrian center. Alex then continued to work with the City on grant administration, ensuring the client was given the appropriate time to meet deadlines and retain their funding.
- Alex worked with the City of South San Francisco to secure a **\$658,000** grant from the San Mateo County Transportation Authority's Measure A Pedestrian and Bicycle Program. Alex leveraged relationships with stakeholders in the County to ensure that the City received the funding needed for their Sunshine Gardens Project, including major traffic-calming improvements on streets frequented by students walking and riding bicycles.
- Alex worked closely with City of Novato staff to secure a **\$220,500** grant from the Food Waste Recovery Program at CalRecycle to fund a local food waste recovery effort in Marin County that allowed the City of Novato to partner with local nonprofits and ensure that good food that otherwise would go to waste reached food banks and vulnerable residents.
- Alex worked jointly with the City of Fullerton to secure a **\$200,000** planning grant from the US Department of Transportation's Safe Streets and Roads for All (SS4A) Grant program. The grant will help fund the Fullerton Comprehensive Safety Action Plan, which will increase public safety for all forms of transportation in the city, including walking, bicycling, and single-occupancy vehicle users.
- Alex has developed broad expertise concerning public safety policy and funding. In conjunction with local stakeholders, Alex has worked successfully on a variety of public safety issues that affect local public agencies in California, including the fight against the trafficking and exploitation of minors as well as the protection of local control regarding the manufacturing of cannabis products.

California State Senate

Legislative Aide

2012–2014

Alex worked as a member of the Eighth Senate District's legislative team representing San Francisco and San Mateo Counties. Alex's primary responsibilities included monitoring, reviewing, and making recommendations on legislation passing through the Senator's committees as well as bills of interest to the District. Alex annually carried a bill package through the legislative process and assisted with problem bills that required more support.

University of San Francisco, CA

Bachelor of Arts, Politics

2011

San Diego State University

Professional Grant Writing Certification

2023





Anastasia Heaton, Senior Associate: Anastasia brings a variety of experience and knowledge to TPA, including five years of experience in public cultural and historical resources. Anastasia has grant writing experience in areas such as water, parks and recreation, cultural resources, and natural resources.

Townsend Public Affairs, Inc.
Senior Associate

2021–Present

At TPA, Anastasia has worked with clients to develop their funding proposals and secure competitive grant funding on projects. Anastasia has developed robust relationships with the Department of Water Resources, the California Natural Resources Agency, the Governor's Office of Planning and Research, the California State Library, Go-BIZ, the Department of Parks and Recreation, and the National Endowment of the Arts. She has also worked to identify strategic resources that ensure her clients' visions are transformed into reality. Some of her work includes:

- Anastasia secured a cumulative **\$12.1 million** in competitive Southern California Association of Governments Regional Early Action Planning Grants (2.0).
 - **\$8 million** was secured through the RUSH (Regional Utilities Supporting Housing) to fund the development of over 3,000 housing units and ensure their ability to withstand stormwater in the wake of Tropical Storm Hilary.
 - **\$4.1 million** was secured through the Lasting Affordability Program to fund the development of a revolving loan program for the City of Murrieta's Housing Authority.
 - Not only did Anastasia **secure** the grant funding, she worked throughout the FY25 Budget Cycle **to ensure the grant dollars, originally slated to be cut from the budget and revoked from the awardees, were protected and retained in the FY25 Budget** in the wake of the budget deficit.
- Through the 2022 State Budget process, Anastasia worked to advocate for the inclusion of **\$6 million** for the City of Agoura Hills' Linear Park construction. This park will provide critical recreation, social, and educational spaces for residents of the City of Agoura Hills.
- Anastasia alongside the California Water Service, secured **\$4.2 million** in competitive Urban Community Drought Relief funding through the Department of Water Resources. This funding will be used to consolidate several at-risk and dangerous water systems to provide clean, accessible potable water to a disadvantaged area.
- Anastasia worked with State Department of Water Resources staff to secure **\$2.3 million** in Small Community Drought Relief Grants. This grant funding supported three projects in Kern County and Marin County, ranging in award amounts from \$19,500 to \$1.4 million. These critical drought mitigation projects include a new intake facility and increased storage capacity for water districts hit the hardest by severe drought conditions.
- Anastasia worked closely with the City of Palmdale to secure **\$1 million** in competitive LA County Regional Park and Open Space District Measure A funding for Regional Recreation, Multi-Use Trails, and Accessibility projects. This grant funding will go towards the expansion of a beloved and critical swimming pool in the City's Marie Kerr Park.
- Through both cycles of the Building Forward Library Infrastructure Program, Anastasia secured a total of **\$4.1 million** in state funding for various projects benefiting libraries throughout the state – from children's wing expansion to HVAC and elevator repairs.

- With the City of Murrieta, Anastasia secured **\$2.4 million** in Economic Development Agency competitive grant funding for the Murrieta Innovation Center, a life-science startup incubator and community resource that will prove integral for job growth and development.
- Alongside Merced Union High School District, Anastasia secured **\$750,000** in Outdoor Equity Grant Funding through the California Department of Parks and Recreation for the District's "Our Outdoors Program," which will provide outdoor education excursions and career development for underserved students.

On behalf of the City of La Habra, Anastasia secured **\$320,000** in US Department of Transportation Safe Streets and Roads 4 All (SS4A) grant funding to fund the full implementation of a Safe Routes to Schools Plan, helping students in the region safely travel to and from school using active transportation methods.

- Through LA Metro's 5310 Grant Program, Anastasia, with the City of South El Monte, secured **\$230,000** in competitive funding for the acquisition of an electric shuttle vehicle to allow for increased, sustainable transit options for seniors and disabled residents.
- Anastasia submitted an application to the 2022 Bureau of Reclamation's WaterSMART Water and Energy Efficiency Program, securing **\$235,170** in grant funding to implement the California Water Service's multi-region turf replacement program, replacing turfgrass with drought-tolerant, California-friendly habitat.
- Anastasia secured **over \$230,000** in last-mile broadband access funding for the City of Palm Springs through the California Public Utilities Commission Broadband Adoption Account. This funding will provide needed computer and broadband access infrastructure for various libraries and community centers throughout the City.
- Anastasia secured **\$10,000** in State Parks and Recreation funding for the City of Murrieta and the Murrieta Public Library through the Parks Pass Program. She then secured an additional **\$30,000** in Sustainable Libraries Grant funding on behalf of the Murrieta Public Library to augment the ongoing existing natural resources education initiatives and expand library reach. These grant funds will go towards the creation of outdoor activity kits and an Earth Day festival for Murrieta library patrons.

U.S. State Department and Indian Health Services Agency

Research and Writing VSFS Intern

2020–2021

Anastasia worked as a researcher and writing intern for the U.S. State Department and Indian Health Services Agency, devising creative ways to translate and narrate information and data on cultural resources and public health.

Santa Barbara Mission Archive-Library

Archival Intern

2020

Anastasia worked to research and identify significant historical narratives and bring them to the public through community outreach and public education efforts. She provided key support in managing grant documentation and securing funding for the Mission Archive Library.

Westmont College, Santa Barbara

Bachelor of Arts, History

2021





Barbarah Torres, Senior Associate: Barbarah brings eight years of grant writing and administration experience and knowledge to TPA, particularly in the areas of transportation and planning, public works, infrastructure, and community development.

Townsend Public Affairs, Inc.
Senior Associate

2024–Present

Since joining TPA, Barbarah has leveraged her extensive expertise and experience in the areas of grant writing and administration to develop competitive grant program applications and secure critical state, federal, and local funding for clients' priority projects. With robust relationships with key state and federal agency representatives, including in the Department of Transportation, Federal Emergency Management Agency, Environmental Protection Agency, California Energy Commission, and California Natural Resources Agency, Barbarah is a skilled advocate who is able to quickly and effectively navigate complicated program guidelines and administration requirements while mitigating unnecessary burdens on clients.

San Diego Association of Governments, Government Affairs
Senior Public Affairs Officer, Bi-National Affairs

2022–2024

As the Acting Program Manager for an extensive project portfolio in the South Bay and the Mexican Border, Barbarah supported and managed a collection of construction, transit, rail, long range planning, and mega projects. Specifically, Barbarah was the lead management principal for the \$2 billion Otay Mesa East Port of Entry project, where she coordinated grant applications, stakeholder engagement, relationship management, communication strategies, and program implementation. Barbarah also increased agency representation at events and conferences to elevate its profile and foster community outreach and engagement. Additionally, she was responsible for keeping board members, stakeholders, community groups, project principals, and executive group members informed on ongoing activities through briefings, presentations, articles, talking points, and white papers.

Port of San Diego, Government and Civics Relations Department
Grants Program Coordinator

2019–2022

Barbarah was responsible for seeking and managing approximately \$130 million in various federal, state, and local funding to advance the Port's project priorities. She engaged and fostered strong relationships with several agencies, including the Department of Transportation, Maritime Administration, Department of Homeland Security, Federal Emergency Management Agency, Environmental Protection Agency, California Energy Commission, California Natural Resources Agency, and National Park Service.

City of San Diego, Purchasing and Contracting Department
Contract Compliance Officer, Public Works and Utilities Focus

2018–2019

Barbarah was responsible for reviewing and managing contract compliance for approximately \$400 million in contracts issued by the City of San Diego. Her responsibilities included the issuance of contract compliance metrics, attainment of goals and timelines, prevailing wage requirements, negotiation of change, audits, investigation and resolution of contractor

performance problems, appraisal of contractor performance, disposition of claims, terminations, and close-out.

Port of San Diego, Government and Civic Relations Department

Legislative Analyst

2017

Barbarah performed bill tracking, research, and analysis to inform Port leadership and stakeholders. Additionally, she helped secure grant funding for the Port's projects and services, as well as presented comprehensive legislative briefings to the Board of Port Commissioners.

City Heights Community Development Corporation

Transportation and Planning Coordinator

2017

Barbarah secured and managed grants from Caltrans, the County of San Diego, the City of San Diego, and the San Diego Association of Governments.

Alliant International University, San Diego

Bachelor of Arts, Political Science and Government

2016

University of California, San Diego

Project Management Certification

2023



Sammi Maciel, Senior Associate: Sammi brings seven years of federal legislative, funding, and public policy experience. Sammi has experience managing legislative activity, including bill analysis, research, and drafting, particularly for federal funding opportunities. Sammi has expertise in several policy sectors including local governance, transportation, broadband, energy, and cultural resources.

Townsend Public Affairs, Inc.

Senior Associate

2021–Present

Since joining TPA, Sammi has kept clients informed of significant actions and pertinent developments in the federal government and strategizes ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Sammi's experiences include:

- Sammi has strong relationships with key officials within the Department of Transportation, Energy, and Environmental Protection Agency, which have been critical in helping to advocate and navigate the hundreds of new funding opportunities implemented through the Bipartisan Infrastructure Law and Inflation Reduction Act. Sammi has leveraged these relationships to guide clients in the submittal process for the millions of dollars available to improve our client's infrastructure priorities.
- Sammi has leveraged her relationships with regional and national EDA officials to assist in drafting applications for the newly Authorized Recompets program, made available through the 2022 CHIPS and Science Act.
- In FY 2023, Sammi worked with the City of Half Moon Bay to secure a **\$2 million** earmark for the City's Highway 1–Frenchman Creek Intersection and Bike/Pedestrian Improvement

project. Sammi assisted in developing and submitting the project for consideration and leveraged her extensive federal relationships to ensure success.

- Sammi's four years of experience working for two California Senators has led to an extensive network of relationships both on Capitol Hill and within federal agencies. Her understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are important to successfully advocating for California-based clients.
- Sammi has first-hand knowledge of the current federal appropriations process, including community project funding requests. This process differs from the pre-2011 earmark process and an understanding of the need to balance transparency and politics to submit a competitive request is key. Sammi has utilized her experience to successfully aid clients in securing millions of dollars' worth of earmarks in the FY22 and FY23 process.
- Sammi has identified new and previously underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzzwords required for successful grant applications. Sammi then leverages that information to help TPA clients develop and submit more competitive federal grant applications and provides more effective tailored advocacy to secure funding awards.

U.S. Senate, Office of Senator Kamala Harris (CA)

Field Representative

2019–2021

Sammi represented a 30-county region on behalf of Senator Harris, attending events, hosting meetings, and facilitating outreach to constituents. She tracked key issues, facilitated rapid response, and built an extensive network of relationships with local elected officials and advocacy groups within her 30-county region. Additionally, Sammi drafted letters of support on behalf of her region addressed to numerous federal agencies, requesting funding for key projects.

U.S. Senate, Office of Senator Dianne Feinstein (CA)

Legislative Intern

Summer of 2017

As a legislative intern with Senator Dianne Feinstein's office, Sammi researched and drafted memos for state field representatives regarding state legislature bills in the policy areas of transportation and water infrastructure, cannabis, and sanctuary cities.

Dominican University of California

Bachelor of Arts, Political Science

2017



Jacob Leischner, Associate: Jacob brings a variety of experience and knowledge to TPA, including extensive experience in the writing and editing of proposals. Jacob has grant writing experience in areas such as economic and community development, parks and recreation, cultural resources, and natural resources.

Townsend Public Affairs, Inc.

Associate

2024–Present

Since joining TPA, Jacob has worked with clients to develop their funding proposals and secure competitive grant funding on projects. He has also worked to identify strategic funding resources that ensure his clients' visions are transformed into reality. Some of his work includes:

- Jacob has extensive experience drafting, submitting, and securing funding from a diverse number of grant programs, including those administered by the Federal Emergency Management Agency, California Office of Emergency Services, National Telecommunications and Information Administration, U.S. Department of Transportation, and Federal Highway Administration. He has submitted proposals on behalf of clients for projects relating to state and local cybersecurity, digital equity, bridge infrastructure, and community development programs.
- Jacob has worked alongside clients to advance and prioritize their cybersecurity efforts to protect operations and residents' safety.
- Jacob monitors state and federal agency websites, attends grant funding webinars, and leverages his network of relationships to proactively identify funding opportunities and communicate program requirements, timelines, and best practices to clients.
- Jacob utilizes information gathered during onboarding sessions to develop and submit tailored grant applications that strongly convey the urgency and impact of client projects to granting agencies to maximize the likelihood of success.
- Jacob closely monitors ongoing activity in both Sacramento and Washington, DC to ensure clients are acutely aware of upcoming legislation that has the potential to impact funding opportunities or current programs.

Rose Institute for State and Local Government

Student Manager

2017–2021

Jacob managed a team of undergraduate students across 15 research and institutional teams, leading biweekly meetings and overseeing staff evaluations. He redesigned the hiring process for a virtual platform, ensuring greater transparency and accessibility. Additionally, Jacob led a project analyzing public election financing programs and directed a team in producing redistricting and demographic research. He also contributed to drafting chapters on caucus politics and methodology for 17 states as part of a book publication.

International Bridges to Justice

Research and Development Fellow

2019

Jacob researched, pitched, and applied for grants to secure funding for operations at the U.S./Mexico border. Additionally, Jacob cultivated partnerships with stakeholders in education, nonprofits, legal aid, and access to justice initiatives, fostering collaborations that provided structural and organizational support.

Claremont McKenna College

Bachelor of Arts, Philosophy, Politics, and Economics

2021



PROPOSED SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant writing services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City and is designed for maximum success in the current political climate and funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects;*** it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, helping develop materials that capture all elements required by the grant, and compiling the outreach data for inclusion in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline

- Eligible project types
 - Funding availability and award maximums and minimums
 - List of application components, including proposal questions and any required attachments
- **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
 - **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
 - **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
 - **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application before submission.
 - **Submit Completed Application:** TPA will ensure that applications are submitted before the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable courier service such as FedEx to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
 - **Funding Advocacy:** Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
 - **State Budget Funding Opportunities:** To maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with

members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.

- **Federal Earmark Opportunities:** To maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies, providing support for the drafting and submission of required reports and evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the City to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the City and agencies to secure scope of work changes to already awarded projects to ensure the City will not have to return any hard-won grant funding.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. When grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such as current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

TENTATIVE SCHEDULE:

TPA will utilize the following project schedule for this engagement:

TASK	TIMELINE
Conduct Detailed Orientation	Contract Start
Craft Strategic Funding Plan	Contract Start/Annually
Identify, Research, and Monitor Grant Funding Opportunities	Ongoing
Grant Application Development and Submittal	Ongoing/As Needed
Establishment of Clear Accountabilities	Ongoing/As Needed
Provide Overview of Full Applications Requirements	Ongoing/As Needed
Assemble Project Background and Details	Ongoing/As Needed
Coordinate Technical Project Details	Ongoing/As Needed
Draft Written Proposal	Ongoing/As Needed
Incorporate Feedback to Finalize Proposal	Ongoing/As Needed
Submit Completed Application	Ongoing/As Needed
Funding Advocacy	As Needed
State Budget Funding Opportunities	Annually
Federal Earmark Opportunities	Annually
Post-Grant Submittal Advocacy	As Needed
Post-Award Grant Administration and Compliance	As Needed
Post-Award Services—Above and Beyond Advocacy	As Needed
Comprehensive Follow-Up on Unsuccessful Applications	As Needed
Provide Progress Reports	Monthly/As Requested

The information below provides more in-depth details on TPA's anticipated schedule and specific task timelines for the grant application process:

- TPA identifies grant opportunities based on priority projects provided by the City during onboarding sessions. TPA will provide monthly, or otherwise regular updates, to staff on upcoming and ongoing grant applications that have the potential to align with City projects. *(Ongoing throughout the term of the contract)*
- Once a grant application is identified, TPA will meet with the project staff to gather the initial project details and begin an application. As soon as an application is identified as a "go," TPA will provide a comprehensive grant checklist detailing what is required for the application and any additional forms, logins, or completion items required from City staff.
(Typically, a 4-8 week process, flexible given deadline restrictions or staff capacity)
- TPA will provide a comprehensive grant application draft well in advance of the grant submission deadline, with final edits and approval required from City staff.
(2-4 weeks in advance of grant deadline)
- Once final approval is obtained from City staff, TPA will submit and upload all grant applications well in advance of the application deadline.
(Within 1 week of application deadline)



- TPA will conduct comprehensive grant follow-up between application submittal and grant award announcement and will provide status updates to City staff.
(Typically, a 3-8 month review period, flexible to each individual grant program)
- If a grant application is successful, TPA will ensure City staff is connected with the agency for follow-up grant award procedures. If unsuccessful, TPA will conduct comprehensive debrief sessions to best position the City for application resubmittal in future funding cycles.
(Ongoing comprehensive follow-up and post-grant award announcement)
- The monthly fee structure utilized by TPA ensures that the City and firm can work collaboratively to adapt to any fluctuation in the anticipated schedule for this engagement. By offering an all-inclusive monthly retainer, TPA can ensure program monitoring, application research and preparation, funding advocacy, and comprehensive follow-up are thorough and ongoing. This structure also allows the firm to continuously leverage a broad network of state, federal, and agency relationships and engage in ongoing advocacy for the City's projects.

CONFLICT OF INTEREST STATEMENT

TPA does not have any current or potential conflicts of interest to disclose regarding this RFP or work with the City.

COST PROPOSAL

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Citywide Grant Writing Services	\$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
*The monthly fee includes all reasonable business and travel expenses.	
ANNUAL NOT-TO-EXCEED AMOUNT: \$60,000	



TPA does NOT institute a limit on the number of funding opportunities that we will pursue on behalf of a client. For this reason, TPA recommends our monthly fee option as a more cost-effective option for the City than per-project or hourly rates.

PROJECT-BASED FEES:

DESCRIPTION OF SERVICES	APPLICATION FEE
Per-Project Grant Writing Services	\$5,000-\$30,000**
• Conduct Detailed Orientation	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The fee includes all reasonable business and travel expenses.</i>	
<i>*Project fee determined by grant program requirements and length of project.</i>	

TASK-BASED FEES:

DESCRIPTION OF SERVICES	MONTHLY FEE
• Conduct Detailed Orientation, Craft Strategic Funding Plan, Identify, Research, and Monitor Grant Funding Opportunities	\$1,000
• Grant Application Development and Submittal, Establishment of Clear Accountabilities, Provide Overview of Full Applications Requirements, Assemble Project Background and Details, Coordinate Technical Project Details, Draft Written Proposal, Incorporate Feedback to Finalize Proposal, Submit Completed Application	\$4,000
• Funding Advocacy, Post-Grant Submittal Advocacy, Post-Award Grant Administration and Compliance, Post-Award Services – Above and Beyond Advocacy, Comprehensive Follow-Up on Unsuccessful Applications	\$4,000
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	



CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4283
WITH B&A GRANT SERVICES AND SOFTWARE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 1, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and BLAISE AND ASSOCIATES, LLC, a California limited liability company, dba B&A GRANT SERVICES AND SOFTWARE (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 on-call professional grant writing services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 25-02.
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Grant Writing Services in the City of Montebello (September 26, 2024) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set

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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 professional grant writing services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The 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 for an amount not-to-exceed Seventy Thousand Dollars (\$70,000.00) ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to 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.

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i)

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this

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Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – City Manager's Office
Attn: Angelica Palmeros, Acting Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: apalmeros@cityofmontebello.com

If to Consultant: Blais & Associates LLC
Attn: Whitten Guajardo
100 Congress Ave Suite 2000
Austin, Texas 78701
(949) 589-6338
Email: wguajardo@blaisassoc.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")

**BLAISE AND ASSOCIATES, LLC
dba B&A GRANT SERVICES AND
SOFTWARE**

Raul Alvarez, City Manager

Whitten Guajardo, Vice-President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal



CITY OF MONTEBELLO

CITYWIDE GRANT WRITING SERVICES

PROPOSAL



Contact: Whitten Guajardo, Vice President
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Date: November 4, 2024

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A. LETTER OF INTEREST

November 4, 2024

Mr. Michael Solorza
Director of Finance
City of Montebello
Department of Finance
1600 West Beverly Boulevard
Montebello, CA 90640

Subject: B&A Proposal for Provision of Grant Services to the City of Montebello

Dear Mr. Solorza:

Blais & Associates, LLC (B&A) is pleased to submit this grant services proposal to the City of Montebello expressing our interest in being considered to provide grant services to the City. As a firm with over 20 years of experience in providing comprehensive grant services to municipal government agencies, we believe we are well-suited to meet and exceed the City's expectations. Founded in 2000, B&A provides comprehensive grant services to municipal government agencies, including strategic research, writing, and management. Our 20+ year track record demonstrates a consistent Return on Investment (ROI) of up to \$125 for every \$1 invested in B&A's services. Additionally, B&A has been honored to serve the City of Montebello's Fire Department as a trusted grant services partner for more than three years.

Our firm is fully committed to dedicating the necessary time, personnel, and resources to this project. We have a team of experienced grant professionals ready to provide strategic research, writing, and management services to ensure the City's success. In addition to our existing partnership with the City's Fire Department, where we have secured over **\$10 million in grant funding**, our team is available to extend the same level of dedication and expertise to this project. Please consider this confirmation of the availability of our key project staff for this project, whose priority is ensuring that the City's project needs are prioritized. Our firm's deep understanding of the City's objectives, gained from our ongoing collaboration, will allow us to provide a schedule tailored to meet your specific requirements.

Company name: Blais & Associates, LLC (doing business as "B&A Grant Services and Software")

Company phone number: (949) 589-6338

Company email: bizdev@blaisassoc.com

The information presented in this proposal is true and correct. I will serve as your primary point of contact with respect to this proposal and am authorized to bind B&A to the terms of this proposal. All statements in this proposal, including proposal price, remain valid for 90 calendar days from the submission date.

Main point of contact: Whitten Guajardo

Main point of contact phone number: (949) 620-0912

Main point of contact email: wguajardo@blaisassoc.com

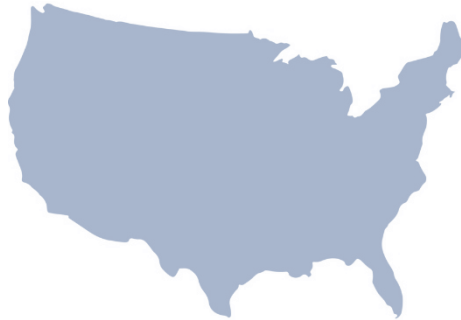
For a proposed project schedule, please refer to section D: Proposed Scope of Services.

The primary location of services will be our California office.



California Office

7545 Irvine Center Dr., Ste 200
Irvine, CA 92618



Texas Office

2807 Allen St., Ste 2050
Dallas, TX 75204

B&A's approach is specifically designed to meet the City's objectives through our deep understanding of the nature of the work involved based on our prior established relationship with the Fire Department. B&A is committed to continuing to deliver high-quality services that align with the City's needs and ensure the successful pursuit and management of grant funding. Should you have any questions about the proposal, please contact me at (949) 620-0912, or wguajardo@blaisassoc.com.

Respectfully yours,

Whitten Guajardo
Vice President

B. PROJECT UNDERSTANDING AND APPROACH

B&A understands that the City is looking for a grant services provider that can provide all-encompassing grant research, writing, and management services, along with regular reporting activities and effective communication with all stakeholders.

NEEDS ASSESSMENT & GRANT STRATEGIC PLAN

B&A recommends a one-time (non-recurring) development of a Grant Needs Assessment and Strategic Plan document. This document will guide all future grant research and development activities and includes up to three calls with key City staff to gain familiarity with the City's priority projects. B&A will review key documents in advance of the call(s), such as the City's Capital Improvement Program (CIP), strategic plans, current fiscal year budget, and other relevant items. The purpose of the call(s) will be to learn about key needs from staff and gain insight into new programmatic needs. B&A will develop a comprehensive Grant Strategic Plan that highlights the projects, goals, and objectives aligned with cyclical and other known grant programs. Included in the Needs Assessment will be a grants forecast/schedule noting general time frames in which key granting agencies issue solicitations. The Needs Assessment will enable the client to budget potential match funding with the schedule of grant programs. This Grant Strategic Plan document provides critical context in support of grant research consultation requests, which enables effective and targeted grant applications for clients.

GRANT RESEARCH – GRANT MONITORING/INTELLIGENCE

Actively Identify Grant Resources. B&A researches, tracks, and identifies grant opportunities utilizing a systematic, daily process to find grant solicitations at the federal, state, regional, and local level. The research team in turn develops a **Fact Sheet** and attends workshops or webinars. The Fact Sheet routinely provides the name of the funding agency, level of funding available, historic average awards for the program, due dates, eligible and ineligible projects or activities, program summary, and other critical details. In addition, our membership to the League of Cities provides us with up-to-date knowledge regarding issues facing local and regional government agencies. B&A also monitors propositions and legislative activities to understand the potential impact on our clients and grant programs.

Our B&A Research Department develops and issues over 450 targeted grant Fact Sheets and summaries every year.

B&A uses the following methods to keep informed on current opportunities and to search for specific grants:

Method	Description
Grant Calendar	One of B&A's strengths is our understanding of federal, state, and regional grant programs and their funding cycles. Most grant programs are cyclical. At a glance, B&A can match client needs with the grant calendar to ensure each client takes advantage of the more common annual programs.
Federal Funding	B&A monitors the federal government's web portal daily for grant announcements. The portal lists every grant announcement issued by federal agencies.
State Funding	B&A maintains a comprehensive list of all state agencies and their grant portals, monitoring sites daily for new grant notices. B&A also stays current on bond measures or propositions that are passed through the general election process.
Foundation Funding	B&A receives the "RFP Bulletin" weekly via electronic mail from the Foundation Directory, which is the recognized portal for all foundation and not-for-profit funding nationwide. As relevant and/or requested, B&A summarizes targeted opportunities and forwards to the City for consideration.
Local Funding	There are several regional agencies and planning organizations that have funding programs, such as councils of governments and air quality management districts, all of which are also tracked.

GRANT RESEARCH – MONTHLY GRANT ACTIVITY REPORT

B&A recommends a monthly Grant Activity Report (GAR) conference call with key City staff. This standing conference call allows discussion of open and active grant opportunities and potential projects. The GAR will identify all grants in the development process, those that have been submitted, grant awards, denied grants, and any special services provided.

Annual Roll-up Report with Return on Investment (ROI): B&A provides an executive level annual Grant Roll-up Report designed to give City staff updates about the grant program accomplishments and ROI, as applicable.

GRANT RESEARCH – GRANT RESEARCH CONSULTATION

The City can request the Grant Research team to perform grant research consultation to investigate a specific grant program at any time. Internally, B&A coordinates to ensure that the research is conducted in a responsive, thorough, and timely fashion. This research may include contact with the funding agency to develop intelligence on the goals and objectives of the program or measure the agency's interest in funding the project as contemplated or proposed by the client. This is particularly valuable to the City when evaluating a proposed project that may not initially appear to be eligible or competitive for the program. Our extensive list of contacts within grant funding agencies enables the B&A research team to gather useful information and actionable guidance for the team.

GRANT APPLICATION DEVELOPMENT

Our services are designed to ensure the client maintains situational awareness of potential grants that support their specific needs, pursue all appropriate grant funding, and ensure proper grant reporting and close-out administration for awarded grants. All B&A-written applications are custom developed, with detailed and tailored narrative sections, graphics, photos, and artwork. Unlike competitors' processes, we do not employ cut-and-paste procedures, look-alike templates, or factory-style application approaches.

Over the past 20 years, B&A has written more than 2,000 grant proposals winning over \$1.5 billion in grant funding.

The following summarizes B&A's systematic grant writing process:

- Once the client decides to pursue a grant, B&A carefully reviews the guidelines and develops a quote outlining the estimated costs for B&A to assist the client. Upon quote approval, B&A schedules all meetings, assembles stakeholders, and obtains relevant information from multiple stakeholders (via emails, phone calls, or virtual meetings) to develop targeted, effective grant proposal submissions. Throughout the grant proposal development process, B&A ensures that all required components of a proposal are included in the application for submission, ensuring adherence to grant evaluation criteria.
- Based on the due date and proposal requirements, B&A develops an overall grant outline, called a Timeline and Checklist, which identifies a list of tasks to be accomplished, milestone dates to be met, and who will be responsible. B&A works with City staff and team to determine writing assignments, including an estimate of how much City staff time will be needed at the beginning of each project. This includes identifying who is responsible for completing the tasks and the dates tasks are to be completed. B&A strives to complete as much of the application independently as possible. B&A provides the leadership for the coordination of any necessary meetings, conference calls, or discussions.
- B&A develops an application outline that includes the narrative questions from the grant that need answering. B&A's Grant Writers are skilled in developing narrative with compelling arguments, in active

A grant Timeline & Checklist is a B&A best practice that guides the entire grant writing application process.

voice, and within any character limitations. Using this outline, B&A conducts a kick-off conference call discussing the grant program, the Timeline and Checklist, and application.

- Beginning with long-lead tasks, the B&A team researches necessary information, meets with appropriate staff, stakeholders, and consultants, and develops proposal language, including the scope of work, budget, timeline, justification, cost-benefit analysis, transmittal cover letter, and completes all necessary federal, state, and local forms, certifications, and assurances. B&A interviews key staff and/or other consultants to capture as much information about the project as possible. As needed, B&A can also develop Staff Reports and Resolutions for Board or Council authorization regarding the submission of the grant proposal and/or local match funding commitment, etc.
- B&A provides budget guidance and justifications in alignment with City policies and personnel guidelines and in conformance with grant solicitation requirements.
- Concurrently, B&A determines the role of any stakeholders and identifies those stakeholders in coordination with staff and consultants. B&A will work with staff to identify stakeholders for letters of support and will develop the letters of support for distribution. B&A will assist in distribution of the letters of support for signature.
- B&A attends any pre-proposal conferences, etc. hosted by the grant-making agency. B&A collects data and photographs as independently as possible from existing resources such as General Plans, California Communities Environmental Health Screening Tool (CalEnviroScreen), and Google Earth, to name a few.
- B&A conducts any greenhouse gas reduction, water savings, energy savings and other calculations, as necessary. B&A staff are trained in the calculation tools accepted by most grant funding agencies including the California Air Resources Board emission reduction and greenhouse gas reduction tools. B&A maintains relationships with specific technical or engineering firms that can provide access to other modeling tools.
- B&A will provide draft copies of grant proposals (80 percent and 100 percent) to the City with an adequate amount of time to allow for feedback and final editing. B&A's policy is to provide at least 48 hours for review time. B&A then reviews and incorporates the edits or discusses any edits that might impact the scoring of the project or exceed proposal limitations. The 80 percent draft is intended to ensure the technical aspects of the proposal are accurate and consistent with the goals of the client, including the budget. The final 100 percent draft ensures the City and B&A are comfortable with the final application and there is an opportunity to interject any of the City's final adjustments, signatures, and approval to submit.
- If hard copy applications are required for submission, B&A makes all required copies and ensures proper delivery by the due date. If submitting electronic applications via the internet, B&A coordinates any password or authorization requirements as early as necessary to ensure timely submission.

**B&A grant applications
are all custom developed
with unique support
letters and graphics.**

- B&A maintains a comprehensive project file – containing all facts, data, statistics, and narrative collected and written as part of the assigned projects – throughout the development process, which is provided to City staff for future use once the grant application is submitted and/or approved. Final documents are provided to the client. All original work products are provided to the client via a link to our B&A system. All electronic files are in Microsoft Word, Excel, PowerPoint, or other appropriate software.

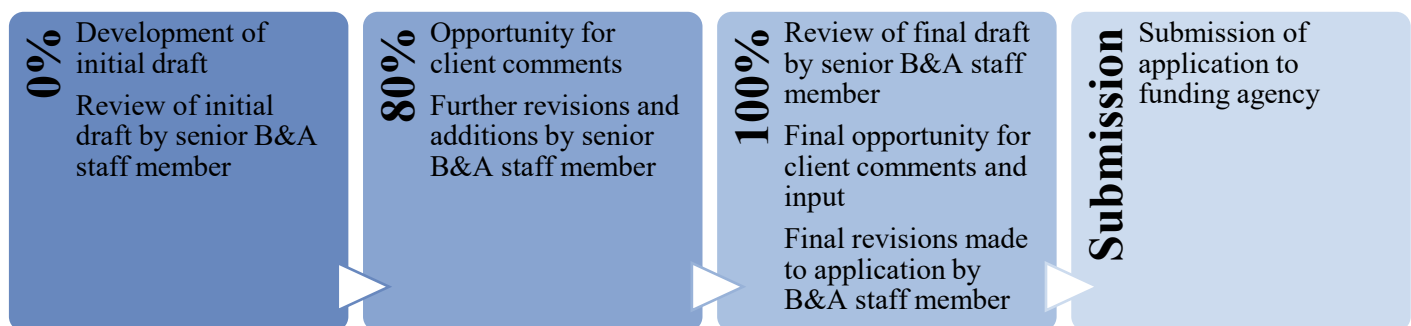
B&A maintains a comprehensive project file for the client's records.

- In the case that a grant proposal is denied, B&A will coordinate with staff and the granting agency to request a debriefing. Debriefings are extremely valuable because the team can receive recommendations to strengthen the proposal for the next grant cycle.

While the application is undergoing development, B&A will continually assess and score the project and application against the program requirements to ensure that it remains highly competitive.

QUALITY CONTROL

B&A exercises the highest level of professional care and accuracy when developing grant deliverables for clients. B&A utilizes a tiered review process involving our most senior grant professionals to ensure that every piece of a grant application is reviewed prior to delivery. Once a grant application is approximately 80 percent complete, B&A's team will deliver the application to City staff to allow the City an opportunity to provide input and comments. After revisions are made at the 80 percent mark, B&A will finalize the application and deliver a 100 percent complete application to the City as a final opportunity for review and provision of any additional input. Once B&A receives approval from the City, B&A will submit the application on the City's behalf or will provide detailed submission guidance and support to the designated staff member, depending on the funding agency's policy. B&A utilizes a similar review process for all other work products and deliverables, ensuring no work product goes to the City without having been thoroughly vetted and reviewed.



LEGISLATIVE ADVOCACY

Since March 2021, when earmarks were brought back into the legislative process, B&A has assisted our clients with over \$125M of successful earmark applications. B&A also has extensive experience working with legislative staff to ensure that local, regional, state, and federal delegations are briefed on overall grant initiatives or special initiatives. This includes preparing agendas and support materials for Washington, DC trips, developing support letters, guiding site visits, and developing overall strategic plans for unique or large-scale initiatives that will require multiple funding sources.

GRANT REPORTING AND MANAGEMENT SERVICES

Grant management requests are processed identically to grant writing requests – a scope of work is defined, and a quote is provided to the client for review and authorization.

B&A has provided post-award grant management assistance for hundreds of funding agreements in the past two decades.

B&A has provided post-award grant management assistance for hundreds of funding agreements for the past two decades. Our experience with compliance and reporting requirements is extensive and includes a myriad of topics including environmental law, human subject protection, prevailing wage, Buy America, American Iron and Steel, and many others. Each assignment is approached with the same level of enthusiasm and attention because we know your ability to receive future grant awards is dependent on successfully managing and closing out current grant awards with no audit findings.

For new grant awards, B&A reviews the grant agreement to ensure it aligns with the grant application and helps identify rules and regulations that may be of concern. B&A will work with City staff to liaison with the funding agency to negotiate or clarify any ambiguities. B&A staff are experienced in drafting resolutions that may be required as a condition of receiving an award and can also assist in developing the accompanying staff reports or board agenda document. The objective is to ensure that a grant agreement is successfully executed on time, that the City can successfully administer the grant given the conditions of award, and that the agreement articulates the scope of work, budget, and schedule correctly.

GRANT REPORTING AND MANAGEMENT SOFTWARE

B&A developed a proprietary and patent-pending grant management software system called **BGAPS™**, which improves the crucial link between a Program Manager's efforts and the regulatory requirements, reporting, metrics tracking, document control, reimbursement process, and auditing. The software system streamlines the entire grant management process. It was developed specifically to meet the needs of program managers, finance, auditing, compliance, and executives. Auditors can also be provided with temporary and limited access to all documents needed for their review. B&A uses BGAPS extensively to develop and manage the program's schedule, compliance requirements, metrics, budget, requests for reimbursements, and document storage/retention, and other items as identified throughout the performance period of the assignment. The BGAPS software-as-a-service (SaaS) system is Cloud-based and built on .Net MVC technology with Azure SQL as the backend and hosted on Microsoft Azure – some of the most trusted tools and names in the software development industry. Documents are protected and stored using Microsoft Azure blob storage. The entire system is built with three levels of redundancy and meets HIPAA security standards.



C. RELEVANT EXPERIENCE

B&A has written more than 2,000 grant applications in the past 20 years, winning over \$1.5 billion for our clients. Separately, we have managed and reported hundreds of grant agreements comprised of over \$600 million in grant funds.

The best testament of our grant writing expertise is the variety of agencies to which we have submitted highly successful grant applications on behalf of our clients. Table 1 summarizes the funding that B&A has secured from various funding agencies. **B&A has won over \$10 million for the City of Montebello's Fire Department.**

Table 1		
Summary of B&A Grant Agency and Program Experience (Not Comprehensive)		
Funding Agency	Applications Submitted	Awarded Funds
Federal		
Congressionally Directed Spending	36	\$7,994,525
U.S. Department of Agriculture	21	\$8,243,972
U.S. Department of Defense	2	\$567,000
U.S. Department of Energy	10	\$2,992,000
U.S. Department of Health and Human Services	25	\$13,805,765
U.S. Department of Homeland Security	98	\$56,662,603
U.S. Department of Housing and Urban Development	15	\$16,534,380
U.S. Department of Justice	32	\$5,830,848
U.S. Department of Labor	5	\$960,814
U.S. Department of the Interior	104	\$29,790,843
U.S. Department of Transportation	151	\$323,707,689
U.S. Economic Development Administration	21	\$17,045,901
U.S. Environmental Protection Agency	18	\$678,200
California (State and County-Level Agencies)		
California Business, Consumer Services and Housing Agency	57	\$77,632,479
California Conservation Agencies	15	\$7,291,973
California Department of Corrections and Rehabilitation	19	\$13,340,581
California Department of Education	12	\$4,629,877
California Department of Finance	3	\$5,923,606
California Department of Food and Agriculture	3	\$7,250,000
California Department of Justice	10	\$3,196,274
California Department of Public Health	15	\$16,128,228
California Department of Transportation	320	\$242,822,887
California Environmental Protection Agency	34	\$7,090,608
California Governor's Office	6	\$3,143,945
California Natural Resources Agency	322	\$226,226,998
California Office of Emergency Services	62	\$15,214,214
California Public Utilities Commission	2	\$556,846

California State Library	10	\$14,470,872
California State Set-Asides	5	\$1,000,000
California State Water Resources Control Board	36	\$185,002,355
Strategic Growth Council	25	\$33,501,207
Los Angeles County	10	\$12,037,094
Orange County	2	\$380,000
Riverside County	9	\$2,412,626
San Bernardino County	5	\$651,901
San Francisco Bay Restoration Authority	1	\$450,000
Regional Agencies		
Air Quality Management Districts	54	\$11,279,495
Water Districts	5	\$1,230,000
Councils of Governments/Metro Planning Organizations	92	\$48,554,530
Transportation Agencies	77	\$54,423,491
Foundations and Private Entities	124	\$2,765,088

RECENT GRANT AWARDS

Our track record of winning more than 60 percent of client grant applications submitted in any given year proves our uniqueness within the field of professional grant writing over the long term, particularly when most grant programs only fund anywhere from 5 to 20 percent of applications received. Our knowledge and experience with grant programs, daily research activities, and assistance with the “go” or “no-go” decision-making process ensures that we are knowledgeable of the programs and projects that granting agencies seek to fund. Our services are designed to ensure the client maintains situational awareness of potential grants that support their specific needs, pursue all appropriate grant funding, and ensure proper grant reporting and close-out administration for awarded grants.

In the past five years, B&A developed over 830 grants for our California clients, winning over \$641 million in grant funding. \$52 million of these requests were for Congressionally directed spending and California legislature set asides. Recently, B&A won 11 of 16 Caltrans Highway Safety Improvement Program grant applications submitted on behalf of our clients, worth over \$4.2 million in funding. This equates to a 69 percent win rate.

Table 2 provides a snapshot of a few of our recent wins.

TABLE 2					
Sample of Recent B&A Grant Wins					
Funding Agency	Grant Program	Client Name	Project	Award Date	Awarded Funds
Federal Awards					
Bureau of Reclamation	Water & Energy Efficiency Grant Program	Lugert-Altus Irrigation District	Ozark Canal Conversion Project (Phase 1)	2023	\$5,000,000
Federal Railroad Administration	Railroad Crossing Elimination Grant Program	City of Banning	Hargrave Grade Separation Planning Project	2023	\$2,800,000
Federal Transit Administration	ARPA Additional Assistance Grant Program	Omnitrans	Omnitrans COVID Service Resumption	2022	\$13,319,560

Funding Agency	Grant Program	Client Name	Project	Award Date	Awarded Funds
U.S. Department of Homeland Security; Federal Emergency Management Agency	Staffing for Adequate Fire and Emergency Response (SAFER)	City of Celina	Hiring 12 Firefighters	2022	\$3,656,691
U.S. Department of Transportation	Low or No Emission Program	Omnitrans	Omnitrans Zero Emissions Buses, Fueling, and Workforce Development Project	2022	\$9,342,502
U.S. Economic Development Administration	Economic Adjustment and Assistance Grant – American Rescue Plan	City of Anaheim Department of Public Works	Store One: Food Service Incubator and Job Training Center	2022	\$3,000,000
U.S. Economic Development Administration	Tourism Economic Development Administration American Rescue Plan Act	City of Farmers Branch	Historical Park Events Center	2022	\$1,400,000
California Awards					
Fresno Council of Governments	Active Transportation Program	City of Coalinga	Coalinga Perimeter Trail Interconnect Pacific South and Gregory North	2023	\$2,606,000
California Coastal Commission	State Coastal Commission Grant Program	City of Anaheim Department of Community Services	State Coastal Commission	2022	\$5,000,000
California Department of Transportation	Clean California Local Grant Program	City of Indio	Jackson Street Corridor Project	2022	\$4,997,670
California Department of Water Resources	Small Community Drought Relief Program	California Rural Water Association	Banning Heights Mutual Water Company Well and Water Storage for Drought Relief Project	2022	\$3,700,000
California Department of Water Resources	Urban and Multibenefit Drought Relief	California Rural Water Association	Lahontan Funding Area Region – various projects	2022	\$4,624,998
California State Transportation Agency	Transit and Intercity Rail Capital Program	Anaheim Transportation Network	ATN FAST: Revolutionizing Transit for a Global Audience	2022	\$22,778,000

B&A's grant management roster includes over \$295 million in managed grant dollars. Table 3 shows examples of funded grants managed by B&A.

TABLE 3					
Sample of B&A-Managed Grant Projects					
Funding Agency	Grant Program	Client Name	Project	Year Awarded	Grant Amount
U.S. Department of Homeland Security Federal Emergency Management Agency	Hazard Mitigation Grant Program	Rancho California Water District	Emergency Power Generation Project	2021	\$1,007,748
California Natural Resources Agency Department of Water Resources	Sustainable Groundwater Planning Grant	City of Corona	Sustainable Groundwater Planning Grant for the City of Corona Temescal Subbasin	2018	\$732,338
California State Water Resources Control Board		City of Anaheim	Modjeska Park Underground Storm Water Detention and Infiltration System	2016	\$1,624,018
U.S. Department of Housing and Urban Development	Community Development Block Grant Funds	City of Farmersville COVID-19 Utility Subsistence Payment Program	COVID-19 Utility Subsistence Payment Program	2021	\$82,268
California Natural Resources Agency Proposition 68	Cultural, Community and Natural Resources Grant Program	City of Farmersville Community Park Phase III - The Sequoia Gateway Area	Community Park Phase III - The Sequoia Gateway Area	2020	\$1,908,206

REFERENCES

The following references are from current B&A clients who receive similar grant consulting services to those B&A proposes to provide for the City (company confidential list).

Entity Name: City of Anaheim	
Business Address:	200 S Anaheim Blvd, Anaheim, CA 92805
Name of Contact:	Rudy Emami
Title of Contact:	Public Works Director
Telephone Number of Contact:	714-765-4058
Email of Contact:	remami@anaheim.net
Description of Project:	Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management
Date of Service:	Since 2010

Entity Name:	City of Jurupa Valley
Business Address:	8930 Limonite Ave, Jurupa Valley, CA 92509
Name of Contact:	Michael Flad
Title of Contact:	Assistant City Manager
Telephone Number of Contact:	951-332-6464
Email of Contact:	mflad@jurupavalley.org
Description of Project:	Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), and Grant Writing
Date of Service:	Since 2022

Entity Name:	City of Montclair
Business Address:	5111 Benito Street, Montclair, CA 91763
Name of Contact:	Alyssa Colunga
Title of Contact:	Assistant Director of Human Services & Grants Manager
Telephone Number of Contact:	909-625-9459
Email of Contact:	acolunga@cityofmontclair.org
Description of Project:	Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management
Date of Service:	Since 2017

SIMILAR PROJECTS

To date, B&A's grant consulting services have provided over \$10M dollars of revenue to the City of Montebello's Fire Department for priority projects between 2021 and 2024. These most recent awards are a powerful testament to our results-driven strategy that we wish to continue. Below are examples of B&A's grant success for the Fire Department.



2021 Montebello Fire Department Community Risk Assessment

Funding Source: U.S. Department of Homeland Security; Federal Emergency Management Agency (FEMA) Fire Prevention and Safety Program

Project Summary: Development of a formal Community Risk Assessment.

Award: \$9,080,510



2023 Firefighter Hiring

Funding Source: U.S. Department of Homeland Security; Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER)

Project Summary: Funding for fifteen firefighter/paramedic positions.

Award: \$5,605,875



2022 PLHA Formula Project: Homeless Focus

Funding Source: California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation Program

Project Summary: Rental assistance for up to six months for homeless persons/families and vulnerable older adults, street-based outreach and supportive case management, and capital reserves for services related to permanent supportive housing.

Award: \$1,900,548



2022 Operation Shield

Funding Source: California Board of State and Community Corrections (BSCC) Proposition 64 Public Health and Public Safety Program

Project Summary: Enhance safety for emergency services staff, reduce environmental risks and improve public safety, conduct an annual “National Night Out” campaign and resource fair in south Montebello, update smoke-free zone signage for parks and other public places, and conduct four annual sustainability planning meetings to identify and implement sustainability actions.

Award: \$1,329,147



2021 Montebello Community Assistance Program (MCAP) Expansion

Funding Source: California Homeless Coordinating and Finance Council, Business, Consumer Services and Housing Agency Encampment Resolution Funding Program

Project Summary: Expand MCAP capacity from four days a week to seven days to target services on the Rio Hondo River homeless encampment by hiring a second full-time MCAP team to include: Firefighter/Paramedic, Social Worker, Field Response Case Coordinator, Housing Navigator, and Healthcare Coordinator.

Award: \$1,168,774

KEY PERSONNEL

B&A proposes a highly experienced team to provide grant support services to the City.

B&A ORGANIZATIONAL CHART



TEAM QUALIFICATIONS AND ROLES



Natale Lessey, B&A's Managing Director of Client Relationship Management, is responsible for client services and quality control. Natale joined B&A in 2007 and has managed hundreds of grant development projects worth hundreds of millions of dollars in funding. Natale is responsible for high-quality client services. She oversees all B&A Client Relationship Managers, providing strategic guidance on proposals and client interaction.



Darci Terrell, B&A's proposed Project Manager for the City, is responsible for client services and quality control. Darci joined B&A in 2012 and has managed hundreds of grant development projects worth over \$412 million in funding. Darci is responsible for high-quality client services and grant writing. Additionally, Darci has served as the Project Manager for the City of Montebello's Fire Department since 2021 and possesses in-depth familiarity with the City's priority projects.



Sharon Campbell, B&A's Managing Director of Grant Research, manages all grant research and tracking and develops research products as requested by the City. Sharon is responsible for maintaining a robust database of grant solicitations, requesting funding proposals for the B&A library, developing timely Fact Sheets for announced grant solicitations, providing materials to associates for client distribution, attending webinars, and maintaining our "tracking chart."



Susan Worley, B&A's Managing Director of Grant Development, is responsible for grant application development and quality control. Susan has won over \$69 million in grant funding since joining B&A in 2016. Susan ensures the submission of compelling and well-crafted grant proposals, along with overseeing compliance with grant program guidelines to maximize win rates.



Turner Kimbrough, B&A's Associate Managing Director of Grant Management, oversees provision of all services related to grant reporting, administration, and grant management. Turner brings decades of legislative and government agency experience to B&A. He collaborates with the Grant Management Department to ensure compliance with grant agreement terms and conditions, along with preparation of accurate reports and maintenance of detailed records.

D. PROPOSED SCOPE OF SERVICES

B&A provides services on a customized basis, tailored to specifically meet each client's needs. The following outlines B&A's proposed scope of services.

- **Grant Funding Needs Assessment and Grant Research and Support Services (ongoing).** B&A can conduct a Grant Funding Needs Assessment, which will guide the strategy for all grant research and grant application development activities in alignment with City objectives. B&A proposes to conduct the Needs Assessment virtually. B&A will review key documents including the client's CIP, strategic plans, current fiscal year budget, and other relevant items. B&A will conduct up to three (3) calls with key staff members to learn about key needs from staff, and gain insight into new programmatic needs, if applicable. B&A will develop a comprehensive Grant Strategic Plan document that highlights the projects, goals, and objectives aligned with cyclical and other known grant programs. Included in the Needs Assessment will be a grants forecast/schedule noting general time frames in which key granting agencies issue solicitations. The Needs Assessment will enable the City to budget potential match funding with the schedule of grant programs. This Needs Assessment document provides critical context in support of grant research consultation requests, which enables effective and targeted grant applications for clients.

B&A can also provide grant intelligence and monitoring services for all applicable federal, state, and regional grant funding opportunities and we will alert the City when an announcement is released. This effort includes notification of open grant solicitations utilizing our proprietary Fact Sheets. B&A will also maintain a Grant Activity Report (GAR) and organize monthly grant coordination conference calls. The GAR ensures that all are aware of the specifics of each prospective grant program. B&A will provide key decision-making guidance regarding the "go" or "no-go" determinations on specific grant programs, as well as respond to various questions from staff. Direct consultation time with B&A supports the client's ability to achieve a high return on investment for grant program efforts.

- **Grant Application Development (Quoted upon request).** Grant application development activity levels are based on the availability of applicable grant programs, status, and availability of competitive projects for those programs. B&A will submit grant applications in a timely manner and in accordance with all program guidelines. *B&A will only charge as grant writing projects are requested and approved to proceed.*
- **Grant Reporting and Management Services (Quoted upon request).** B&A has a dedicated and experienced grant management team standing ready to administer all requirements and deadlines for any grants that the client has been awarded. B&A defines a scope of work and provides an estimate for the client's review and authorization in order for work to proceed. B&A reviews the draft grant contract/agreement to ensure it aligns with the grant application (no major deviations in scope of work, schedule, and budget), helps identify rules and regulations that may warrant increased attention and focus, and assists with progress reporting and reimbursement requests. B&A proactively ensures the grant agreement is successfully executed on-time, that the client can successfully administer and utilize a grant (given the conditions and requirements of the award), and that the agreement correctly articulates the scope of work, budget, and schedule. *B&A will only charge as grant management projects are requested and approved to proceed.*

- **Grant Management Software (Quoted upon request).** B&A developed a proprietary grant management software system to significantly improve and make more efficient the entire project management, coordination, reporting, and administration process from beginning-to-closeout of managing the full life of a grant award. This allows our clients the option to manage their own grants in a more efficient manner or to collaboratively work with B&A as desired on awarded grants. Please see www.grantmgt.com or request a demo to discuss how BGAPS can help.

PROPOSED SCHEDULE

The following table provides a sample schedule that indicates a 12-month cycle of a full grant services program. This schedule can vary depending upon the availability of eligible grant programs meeting the City's requirements.

Table 4												
Sample 12-Month Grant Program												
Grant Tasks	Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12
Grant Funding Needs Analysis	✓	✓										
Grant Research	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Develop Annual Roll-up Report												✓
Grant Proposal Development (assumes one high-complexity application)							✓	✓				
Legislative Advocacy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grant Reporting, Compliance and Management	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grant Software Licensing for Reporting & Management	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

E. CONFLICT OF INTEREST STATEMENT (NON COLLUSION)

B&A is currently contracted as the City of Montebello Fire Department's grant services provider. Other than this relationship, B&A does not have any financial, business, or other type of relationship that may have an impact upon the selection process.

F. COST PROPOSAL

Task	Description	Frequency	Monthly Cost	Annual Cost
Grant Funding Needs Assessment, Research Consultation, Monitoring, and Fact Sheets	Develop Grant Strategic Plan document; Up to three calls with staff to interview about project funding needs; Align with known grant opportunities; Develop summary table and schedule.			
	Monitor/send targeted grant opportunities, summaries, and fact sheets; Develop Monthly Grant Activity Reports (GARs); Monthly calls to review opportunities and grants in-progress; Go/no-go consultation; Participate in coordination calls with client; Develop Year-End Grant Roll-Up Reports.	Monthly fixed fee of \$2,925.	\$2,925	\$35,100
		Quoted upon request.		
Grant Proposal Development & Submittal	Full scope collaborative grant writing development to include submission (cost will vary by application complexity and client involvement).	This suggested budget estimates one high-complexity grant at \$18,750/each per year (estimated at 125 hours of Associate Grant Staff time).	\$1,563	\$18,750
Grant Management Services	Grant management and reporting services (cost will vary by application complexity and client involvement).	Quoted upon request.	TBD	TBD
BGAPS Grant Management Software	Proprietary grant management software system.	30-day FREE trial.	TBD	TBD
Estimated Annual Budget				\$53,850
Estimated Monthly Budget				\$4,488

B&A HOURLY BILLING RATES

Personnel	Hourly Rate
Associate Grant Staff	\$150
Senior Associate Grant Staff	\$180
Technical Director	\$230

STANDARD FEE SCHEDULE

Description	Fee
Professional Services	Time & materials basis (see table above)
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

Each project is independently and carefully analyzed to determine the projected scope of work. B&A then provides a quote for client review and approval prior to beginning work. This streamlined approach enables B&A to serve as a good steward of the client's capital resources and be the most efficient and effective grant services provider possible. B&A may adjust rates annually to align with the cost of doing business. All external consultant fees and direct out-of-pocket direct expenses are billed at cost (no markup).

Our proposed rates shall remain firm for a period of 90 calendar days from the date of submission of this fee schedule. Invoices are provided monthly, payable within 30 days after receipt.

B&A actively integrates the following “cost saving” practices into its operational procedures:

- All out-of-pocket expenses are billed at cost, with zero markup to our clients.
- B&A utilizes company discounted commercially available printing services (e.g., Staples), as needed, for bulk printing, copying, and binding support, which significantly reduces required direct costs.
- B&A utilizes company discounted commercially available shipping and delivery services (e.g., FedEx, UPS, or USPS), as needed, for delivery of hard copy materials, which significantly reduces required direct costs.
- B&A can, at the client's request, provide receipts for all direct expenses.

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4284
WITH ADVANCED AVANT-GARDE CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 1, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ADVANCE AVANT-GARDE CORPORATION, a California corporation (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 on-call professional grant writing services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 25-02
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Grant Writing Services in the City of Montebello (September 26, 2024) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall

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govern.

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

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference for an amount not-to-exceed Seventy Thousand Dollars (\$70,000.00) ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to 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.

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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

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

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

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

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

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

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

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

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

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CONSULTANT hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of

reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has

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not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – City Manager's Office
Attn: Angelica Palmeros, Acting Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: apalmeros@cityofmontebello.com

If to Consultant: Avant Garde Corporation
Attn: Ana Marie Lenoue
807 S Lemon Ave
Diamond Bar, CA 91789
(909) 895-7146
Email: alenoue@agi.com.co

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]

PROFESSIONAL SERVICES AGREEMENT NO. 4284

Page 12 of 12

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**ADVANCED AVANT-GARDE
CORPORATION**

Raul Alvarez, City Manager

Ana Marie Lenoue, President/CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

DUE DATE:
NOVEMBER 4, 2024

AVANT
GARDEN

Grants
Compliance
Funding Management
Community Outreach



PROPOSAL FOR:
CITYWIDE GRANT WRITING SERVICES
RFP No. 25-02

PREPARED FOR:
CITY OF MONTEBELLO

CONTACT:
ANA MARIE LENOUE | *PRESIDENT/CEO*
909.895.7146 • alenoue@agi.com.co
807 S Lemon Ave, Diamond Bar, CA

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I. Letter of Interest

November 4, 2024

City of Montebello
Attn: Michael Solorza, Director of Finance
1600 West Beverly Boulevard
Montebello, CA 90640

Subject: REQUEST FOR QUALIFICATIONS – Citywide Grant Writing Services

It is with great pleasure that AVANT-GARDE submits its proposal to provide Grant Writing and Grant Administration to the City of Montebello.

A 100% woman-owned firm, Advanced Avant-Garde Corporation was incorporated in September 2002 and our corporate office is located at 807 S Lemon Ave, Diamond Bar, CA 91789. **AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).**

AVANT-GARDE has built a strong reputation for providing innovative and successful solutions for several public agencies. We have a successful track record with several municipalities, including the Cities of **Montebello**, El Monte, Temple City, Industry, Lynwood, La Mirada, Perris, Bellflower, Cudahy, Bell Gardens, South Gate, La Puente, Pico Rivera, Hawaiian Gardens, Pasadena, Maywood, Alhambra, San Gabriel, Rosemead, South El Monte, Monterey Park, Commerce, Huntington Beach, Ventura, Ojai, Manhattan Beach, Norwalk, Moreno Valley, Rialto, LADOT, LADWP, and METRO. We offer the talents of some of the most skilled grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

In total, AVANT-GARDE **has secured over \$541.4 million in competitive grant funds** for local communities throughout Los Angeles, Orange, San Bernardino, and Riverside Counties, including over **\$8.5 million for the City of Montebello.**

Our team is familiar with the processes required pursuant to Caltrans Local Assistance Procedures and has completed and continues to work on several Caltrans submittals within various stages. We have successfully secured **\$71.4 million** in ATP funds, **\$12.6 million** in HSIP funds, **\$17.7 million** in funds through the **Homekey** Program, and **\$263.3 million** in **Prop 1** funds for groundwater remediation and stormwater recapture projects. Our team is highly adept at preparing and submitting quarterly/progress reports and reimbursement requests for more than 15 different funding sources including RMRA, ATP, HSIP, Measure M, Measure R, Prop C, and TIGER.

To provide exceptional services as outlined in the RFQ, we present a highly qualified and experienced team of program managers and coordinators each with years of experience in providing identical services to Cities throughout Southern California. We have assigned the firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful

administration of all activities. AVANT-GARDE understands and accepts the work to be done and commits itself to performing the work as scheduled.

Please contact me or Lissette Montoya, the firm's principals, at (909) 895-7146 or email alenoue@agi.com.co or lmontoya@agi.com.co if there are any questions. We look forward to meeting with you to discuss our services and the opportunity to continue serving your community. Thank you very much for your consideration.

Sincerely,



Ana Marie LeNoue
President/CEO

II. Project Understanding and Approach

Grant Writing

AVANT-GARDE's approach to successful grant writing services stems around communication and understanding. It is important that our team understands the needs and objectives of the City of Montebello to best seek and identify potential funding for viable projects and programs. AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Due to our multi-disciplinary team and multi-disciplinary approach, multiple projects and tasks can and will be managed simultaneously to provide an ongoing and consistent level of service. AVANT-GARDE is capable and available to perform the following grant seeking and writing services work plan, including but not limited to:

Grant writing activities include:

1. Coordinate a meeting with department leadership and staff to review and identify the City's priority projects and programs in need of grant funding. Discuss eligible grant funding or other County, State, Federal or private funds. As part of this Scope of Work, AVANT-GARDE will not charge for these meetings as we view these interactions critical to grant pairing success.
2. Research and determine potential grants and related funding sources that projects and programs may be both eligible and competitive for, and assist the City in developing an overall strategic plan for funding opportunities. Researching grants is considered a basic foundation to our grant services and will not be charged to the City. AVANT-GARDE will research and identify grant opportunities which align with the City's needs. AVANT-GARDE will notify the City of funding opportunities that might be of interest. Our research methods are detailed in Attachment B.
3. At the request of the City, prepare and submit grant application(s) and any related supplemental materials such as: budget, maps, photos, conceptual plans, demographic data, support letters, etc. A copy of each grant application package submitted for funding will be provided to the City. Upon request, AVANT-GARDE will supply the City with a detailed scope of work and budget for each grant application. Each proposal is subject to negotiation and refinement based on available resources offered by the City.
4. Monitor and assist with advocacy of grant requests as necessary to obtain approval from granting agencies/organizations. AVANT-GARDE maintains communication with funding agencies, participates in agency sponsored workshops, information gathering and follow up prior to and during the open application period, and specific attention is given during the award process where additional information may be needed to secure modified funding considerations. No additional charge to the City for these activities.
5. Track and notify the City when future grant opportunities become available that match City identified priorities. Provide the City with a summary of potential grant opportunities. Summaries will include agency names, application due dates, eligibility requirements, brief program summary, and level of

funding available as well as other pertinent information. AVANT-GARDE will offer this service at no charge. It is the firm's practice to utilize our unique understanding of the City to seek funding opportunities and provide brief summaries for staff's consideration.

AVANT-GARDE staff can assist in identifying federal, state and local fund allocation balances, assist in determining eligible projects, and provide advisement of program requirements or creative uses to supplement or subsidize one program with alternative funding for a period of time to utilize other designated funds for specific projects. We can also perform budget analysis and review; analyze direct cost analysis in a variety of programs and/or projects; prepare a variety of narrative and statistical reports and recommendations; provide technical direction and expertise related to budget controls, cost allocations, and financial analysis; evaluate, monitor and tracks departmental grant expenditures and reimbursements; prepare recommendations in relation to proposals for new programs, grants and/or services; amongst many other services.

Funding Administration

Funding administration is a key element in financial management and ensuring your agency follows through on procurements. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit the required documents as well as reimbursement requests. It is important that agencies understand and follow the regulations established by the administering agency to ensure compliance as well as eligibility for future funding. Funding administration involves various steps such as the tracking of all eligible and non-eligible expenditures through the life of the project, providing advisement on programmatic changes and updates, and building the relationships with each agency granting or administering the funding.

AVANT-GARDE has developed an excellent reputation for individual expertise, high quality professional services, timely delivery of presentation-quality work products and a wide range of professional services that are applied in accomplishing the objectives of the assignments undertaken by the firm. Each member of AVANT-GARDE's staff has provided professional consultant services on similar projects and is thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures. AVANT-GARDE has successfully completed audits with Caltrans, Metro, and the Federal Highway Administration. Our files are organized in a manner that is conducive to the auditor's review and we have cleared all audits conducted on federally funded projects that we administered.

Our firm is familiar working with all city departments impacted by grant-funded projects including coordinating with Administration, Engineering and Finance to ensure everyone is aware of their role and how the project affects all aspects of City government. AVANT-GARDE has the expertise to be presented with a new project and immediately assess its agreements, coordination efforts with affiliated agencies, and schedules to provide detailed analysis or strategy to move the project forward expeditiously.

AVANT-GARDE fully understands the requirements and scope of work as outlined in the RFQ and is capable and available to perform grant administration services including but not limited to:

Grant Administration

Administration of State and Federal project requirements, including:

1. Existing records review: Review of existing City documents to ensure that programming has been completed through the database and that federally funded projects are approved in the TIP.
2. Assist City in preparing CEQA clearance and ROW Certifications. Prepare Preliminary Environmental Study and obtain NEPA clearance.
3. Conduct Pre-Bid Meeting with prospective bidders to discuss DBE requirements and Good Faith Efforts documentation and requirements.
4. DBE Utilization tracking and reporting.
5. Federal Aid Project Authorization/Submittal for Federal Authorization: Prepare and complete all appropriate documents pursuant to the Local Program Procedures to request authorization for design and/or construction depending on the project's allocation of funding for the Federal Aid Project Authorization. AVANT-GARDE is responsible for coordinating with the engineering team to ensure that all information is included in the requests and that all required signatures are gathered.
6. Submittal for Project Award: Upon award of the construction contract, AVANT-GARDE prepares and submits the award package to Caltrans as required per the Local Programs Procedures.
7. Project Liaison: AVANT-GARDE staff serve as the project liaison with the engineering staff, Caltrans, and OCTA. AVANT-GARDE staff provides follow through on the project to ensure that the appropriate authorizations are received at each required stage of the project. Upon receipt of the E-76 from Caltrans, AVANT-GARDE coordinates with City staff to proceed with the phase of the project that has been authorized. AVANT-GARDE will then continue coordination with Caltrans and OCTA to ensure project delivery, project programming, and preparation of funding requests. AVANT-GARDE can also attend scheduled project development team (PDT) meetings if necessary.
8. Agreements: AVANT-GARDE is available to assist in the preparation and submittal of agreements and miscellaneous project related documents, including coordinating with the City Attorney.
9. Reimbursement Submittals: AVANT-GARDE is responsible for coordinating with the City or engineering team to obtain all invoices for eligible expenses throughout the course of the project. AVANT-GARDE is adept at tracking project expenses and reconciling expenditures with Finance. A minimum of two reimbursements requests are generally submitted.
10. BAR and QAP Submittals: AVANT-GARDE will complete a revalidation form and coordinate with the designated Caltrans engineer to submit the City's QAP when needed. Updated exhibits will be prepared and included as well. AVANT-GARDE will prepare the required LAPM form for the BAR process; coordinate with the City for extension justification, timeline, and project statuses; coordinate with City staff for review and signature; and coordinate with Caltrans for submittal.
11. Reporting: AVANT-GARDE will prepare and submit quarterly or progress reports as needed.

12. Project Close Out and Records Management: AVANT-GARDE maintains all records that relate to Federal Aid Authorizations. Upon completion of the project, files are provided to the City. Coordinate with engineering and construction teams to closeout the project, obtain remaining invoices for eligible expenditures, and prepare and submit a Final Report of Expenditures and Closeout Caltrans documents.
13. Miscellaneous Administrative Support: AVANT-GARDE can provide administrative responsibilities such as preparation of agenda reports for meetings as needed; support for community relations and preparation of informational materials; preparation of miscellaneous reports; assistance with the preparation and monitoring of the operating budget; analyze the City's needs and prepare, recommend and administer long-and-short range programs consistent with the economic capabilities of the City, including information vital to the preparation of the annual fiscal budget for the City; assist project funding oversight, inter-departmental coordination, and project close-out as it pertains to funding administration. As a compliment to these services, AVANT-GARDE's experience in municipal program management and community outreach will ensure deliverables are relevant to the needs of the community and organization as a whole.

The flow chart in Attachment A illustrates AVANT-GARDE's knowledge of the various procedures required to process and administer Federal and State funded local transportation projects. It demonstrates our experience with Caltrans' Local Assistance Procedures Manual and Local Assistance Program Guidelines for all phases of the projects.

Bid Administration:

1. Assist the City with compliance oversight and coordination of all phases of the procurement process to ensure guidelines are adhere to such as Caltrans' Local Assistance Program Manual guidelines.
2. Review of specifications to ensure all federal documents were incorporated.
3. Coordination of procurement schedule.
4. Advertise the Request for Proposals.
5. Convene a Selection Committee to evaluate consultant submittals.
6. Coordinate interviews with top ranked consultants.
7. Conduct pre-bid meeting, scoping meeting and contract negotiation meeting.
8. Coordinate with City staff to incorporate required contract language such as Caltrans standard and provisions into City's Professional Services Agreement and submit all required procurement documentation such as to DLAE to close out the procurement process for the project.

QA/QC and Budget Control

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. A project management plan is prepared that defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. Regular contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project meetings for reviewing general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance process for each project. The following elements have been adopted by our firm and are implemented in every project.

Written Materials – AVANT-GARDE is committed to the proficiency of your written materials. With over 60 years of combined experience, extensive education and practical application, AVANT-GARDE can provide written reports, agenda reports, status reports, and recommendations of any kind.

Coordination – AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and client coordination. The Project Manager will be the sole source of project contact with the client. The Project Manager shall keep the client informed of the project progress on a regular basis.

Customer Service – AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term campaign, our clients will always receive our blend of expertise to ensure every one of their goals are met.

To illustrate AVANT-GARDE's QA/QC measures and controls, the spreadsheet in Attachment C was developed as a tool to track all phases of the projects we are currently administering.

III. Relevant Experience

AVANT-GARDE is comprised of 24 professionals who specialize in delivering services to public agencies throughout Southern California. AVANT-GARDE has been providing grant writing and grant compliance services since the firm's inception in 2002. Under the direction of firm principals, Ana Marie LeNoue and Lissette Montoya, AVANT-GARDE's grant writing efforts have secured over half a billion dollars in competitive grant funds for various public agencies throughout southern California. The strength in our delivery is fueled by our multi-talented team of local professionals who work collectively to ensure the highest quality product. This team approach ensures that timelines will be met, assignments will meet budget parameters, and that the needs of our clients will always be addressed.

The primary staff to be assigned to grant writing and administration services has over 100 years of combined experience and **has secured over \$541.4 million in competitive grant funds for local communities throughout Los Angeles, San Bernardino, Orange, and Riverside Counties.** The identified members of the AVANT-GARDE team of professionals have extremely successful records of achievement in providing grant research, grant application development, grant fund administration, project management, community outreach, and strategic planning to clients over the years, including successfully securing the following competitive grant funds on behalf of the agencies indicated. A complete list of grants that our Company has secured for our clients is available as **Attachment D.**

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. AVANT-GARDE is very familiar with electronic application submissions through various grant portals, including Grants.gov, FFAST, GMS, Submittable, and RPOSD WebGrants to name a few. We have extensive experience working with Regional Transportation Agencies as well as State and Federal Agencies administering the grant programs. We can assist in determining eligible projects, provide advisement of program requirements, and are available to prepare and administer the program as required by the funding agencies. Each member of AVANT-GARDE's staff has extensive experience administering projects similar to Montebello's projects which use government funding and grant resources.

Grant Writing Experience

Transportation / Highway / Sustainability / Transit – AVANT-GARDE has been very successful in securing funds for transportation and highway projects. One of our most notable projects includes the SR-57/60 Confluence for the City of Industry. AVANT-GARDE has been heavily involved with the Confluence Project, assisting in securing over **\$18 million** in funding for the project through the TIGER Grant Program and Metro's Call for Projects, as well as organizing outreach activities including the development of materials, delivery of public presentations, and development and maintenance of the www.freetheway.org website.

AVANT-GARDE has also submitted twelve successful grant applications and assisted in the development of another three successful applications for Caltrans’ **Active Transportation Program (ATP)**, securing a total of **\$71.4 million** for projects containing various pedestrian, bicyclist, and transit rider safety improvements. As part of the 2017 ATP Augmentation, AVANT-GARDE secured over **\$4 million** for the Montebello Boulevard Bike Lane and Sidewalk Improvement project in **Montebello**. AVANT-GARDE secured **\$12.6 million** of Highway Safety Improvement Program (HSIP) funding for eleven cities. AVANT-GARDE has also secured funding through Caltrans’ Sustainable Transportation Planning Grant Program for two Cities to develop a Citywide Complete Streets Plan. The plans’ development includes an assessment of current transportation conditions, community outreach events and surveys, conceptual drawings for future complete streets implementation projects, and a final plan detailing a list of potential projects which the City will seek funding for in the future.

Community & Economic Development / Recreation – Many of the competitive funding sources we secured for our clients serve a multi-purpose. For example, many infrastructure and transportation related projects support our client’s grand economic and community development efforts. We collaborated with the City of Perris to secure nearly **\$3.5 million in Prop 84 funding**. Prop 84 only funded projects that met specific requirements in relation to developing new recreation opportunities close to the most critically underserved communities across California. The Mercado Park project sits within the City’s downtown development corridor and is a major component of and compliment to the area’s specific plan which included new housing (live-work, row house, courtyard, stacked flat and detached house buildings), commercial development, and public service enhancements.

AVANT-GARDE helped the City of El Monte secure grant funds from two separate Department of Housing and Community Development programs. Through the Infill Infrastructure Grant program, the City was awarded **\$3.8 million** to construct a new 1-acre park and pedestrian paseo adjacent to a new affordable housing development and Metrolink station. In November 2020, El Monte was awarded **\$17.7** in Homekey Program funds for the acquisition, rehabilitation, and operation of two adjacent motels to become emergency shelter locations for the homeless. Using the awarded grant funds and other resources, the City purchased the two motels in December 2020. The motels can be offered as an immediate temporary solution for homeless sheltering with the intent to convert the rooms into permanent housing. The two motels have a combined total of 133 rooms.

AVANT-GARDE secured over **\$225,000** for the City of Perris through the Habitat Conservation Fund’s program for trails. The project consisted of constructing a 1-mile gravel walking trail along the southern border of the San Jacinto River corridor, directly adjacent to a new park and 337 residential units that were under development at the time of the application. The trail was intended to provide a recreational link from a residential area to the San Jacinto River while providing a safe route for hikers, runners, and families. AVANT-GARDE prepared the application and coordinated with the City to receive all the required attachments such as a resolution and evidence of land tenure.

Our firm has been very successful in securing **Safe Routes to School funds** for both infrastructure and non-infrastructure projects for the Cities of **Montebello**, Bell Gardens, Hawaiian Gardens, La Puente,

Maywood, and Monrovia. The projects' safety improvements included installation of traffic control devices, traffic calming measures, and speed reduction methods to help motorists navigate safely through streets with extra care. Outreach components covered a comprehensive mix of education, encouragement, engineering, enforcement and evaluation. In addition to securing the funds, AVANT-GARDE administered the grant and provided community outreach services for nearly all the projects.

Infrastructure Development and Maintenance - Initiated as a funding consultant for the City of Temple City's Rosemead Boulevard project, our team collaborated with City staff and officials to enhance the modest project budget to an \$18 million federally funded complete streets project. The team helped to secure over **\$3.1 million** in competitive grant funds which resulted in two miles of bike lanes, bicycle facilities, ADA improvements, landscaping, sidewalk improvements, bus pads, street lighting, signage, public arts, and landscaped medians.

AVANT-GARDE successfully secured **\$21 million** through the **Clean California Local Grant Program** for six different projects within five different cities including Huntington Beach. The projects' scopes included park cleanup and beautification improvements, neighborhood cleanup and safety improvements, a linear park installation, and median corridor beautification improvements.

Technology / Energy / Water / Storm Water – AVANT-GARDE successfully secured **\$3 million** through the State Water Resource Control Board's (SWRCB) Clean Water State Revolving Fund (CWSRF) for the City of La Puente to complete sewer improvements which included inspection of manholes, potholing utilities, replacement of existing sanitary sewers with larger diameter sewers, reconstruction of sewer laterals, and repaving of streets. The team also collaborated with the City of Maywood to secure **\$2.1 million** in additional funds through the State Coastal Conservancy and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) which were used to address water quality issues related to a brownfield site which was transformed into Riverfront Park. Improvements for the project included development of the park with basketball courts, play equipment for children, riparian areas, native landscaping, a bridge, access to the Los Angeles River bike path, picnic benches, picnic kiosks, drinking fountains, bicycle racks, restroom facilities, parking accommodations and an original bronze statue dedicated to the residents of Maywood.

AVANT-GARDE successfully secured **\$293,000** in RMC Proposition 1 funds for the City of Cudahy to develop and create a Long-Range Water Conservation and Parks Plan. This Plan will establish a blueprint to identify and create an inventory of: water efficiency, conservation, storm water runoff, filtration, infiltration, problems and solutions, and also identify sites available for new parks or green space, including pocket parks along the Los Angeles River Bike Path bordering the eastern city boundary, allowing the community to enjoy open space and low impact recreation.

AVANT-GARDE was a subconsultant to MNS Engineers and assisted LADWP with applying for the SWRCB's Prop 1 Groundwater Grant Program – Round 2 and Stormwater Grant Program – Round 2. LADWP was awarded **\$260.3 million** to implement remediation projects to respond to releases of hazardous substances in groundwater at two separate well fields in the San Fernando Valley Groundwater Basin (SFB) and **\$3 million** to implement a stormwater capture project.

Grant Administration and Program Management Experience

1. City of El Monte

AVANT-GARDE has provided funding administration, labor compliance, project management, and grant research and writing services to the City of El Monte since 2017. AVANT-GARDE has been successful in obtaining **\$54.9 million in competitive grant funds** for the City. We are currently providing grant administration services on various federal, state, and local funded projects. Our services include quarterly reporting and invoices with Metro, progress reporting through the CalSmart portal, updating projects on the City's FTIP, participating in bi-weekly CIP project update meetings, and reimbursement requests through Caltrans requiring coordination with the City and construction or design teams. Our team has coordinated with Metro and City staff to acquire the necessary funding lapse date extensions for a few older projects whose agreements were executed prior to AVANT-GARDE working with the City. AVANT-GARDE administers the Local Streets and Roads Program (LSRP) by requesting a list of proposed projects for the upcoming fiscal year; coordinating Council's approval with a resolution; uploading this list and resolution onto the City's CalSmart portal; and gathering the required data to submit previous fiscal year LSRP expenditures in CalSmart. AVANT-GARDE provides as-needed support services to the City Management team including bid administration and project implementation; administrative staff support including the development of staff reports and department presentations; and labor compliance. AVANT-GARDE also oversees the City's HOME and CDBG programs and Homekey Project.

2. City of Bell Gardens

Under the Direction of the Public Works Director, the proposed AVANT-GARDE team provides services including funding administration and grant writing; assisting the Engineering team in the strategic planning and development of the CIP Budget for fiscal years 2004 through 2015; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations; and labor compliance and community outreach for a number of projects. Outreach services have been provided for the Trees for BG Planting Project, BG Keep Parks Clean Beautification Project, Circulation Element Update, Complete Streets Plan, Public Works Week Program, Safe Routes to School Program, Street Sweeping Enforcement, and John Anson Ford Park Revitalization.

With our firm's assistance, the City applied and received **\$18.6 million in competitive grant funding** for a variety of projects including these most recent successes: Citywide Complete Streets Improvements Phase 2 – Caltrans ATP; Intersection Improvements at Florence/Garfield & Eastern/Gage – Caltrans HSIP; BG Keep Parks Clean Beautification – Clean CA; Citywide Complete Streets Improvements Phase 1 – Caltrans ATP; Trees for BG Planting – CNRA Urban Greening; Intersection Improvements – Metro Call for Projects; Citywide Safety Enhancements – Caltrans ATP; Citywide Complete Streets Plan - Caltrans Sustainable Transportation Planning Grant Program; Senior Bus Vehicle Replacement - Metro Federal Section 5310 Program; and Left Turn Signal Installations at Two Intersections – Caltrans HSIP. Other services include identifying funding opportunities for a variety of projects; development of project particulars including project budget and schedule; development and production of grant applications;

administration of grant awarded projects; and program compliance with the various funding agencies. We are currently providing grant administration services on the City’s ATP, HSIP, and STPL projects; Clean CA project; Urban Greening project; and three Metro CFP projects – all of which we secured the awarded competitive grant funds for the City. Each of the six programs has its own administration requirements and formats for quarterly/annual reporting and reimbursement requests requiring coordination with the City and construction or design teams.

3. City of Industry

AVANT-GARDE has provided project management, grant research, grant writing, and funding administration services to the City of Industry since 2005. Our firm has been successful in securing **\$57 million** in funding for City projects throughout the years. Additional services include funding strategy development and community outreach. The proposed team outlined in this proposal are currently providing funding and grant administration services on the City’s SR-57/60 Confluence Project (\$38M), Lemon Avenue Project (\$19M), and Azusa Bridge Repainting Project (\$6.5M). The Confluence Project includes improvements being made to the Grand Avenue/Golden Springs Road intersection (\$16.8M) as well as the Grand Avenue On-ramp and Off-ramp for SR-57/60.

Our team provides general funding and grant administration services for all the listed improvement projects including: serving as the project liaison; preparation and submittal of agreements and miscellaneous project related documents with Caltrans and Metro; tracking of project expenditures and reimbursement ratios; preparation of Requests for Authorization to Proceed (RFA) to proceed with ROW and CON phases; completion of all documents required by Caltrans Local Assistance to grant authorization; coordination with engineering teams for project budget and schedule updates; coordination with Caltrans, Metro, and City staff; coordination with City finance/accounting department; preparation and submittal of (quarterly) progress reporting and reimbursement requests to Caltrans and/or Metro; attending PDT meetings and other meetings as requested by the City; and project programming and obligation of funds with Metro. As projects reach their conclusion, our team is prepared to complete project close-out activities including close-out documents and final reimbursement submittals. Additionally, AVANT-GARDE assisted with managing the procurement process on the Azusa Bridge Repainting Project. AVANT-GARDE has coordinated with the City, engineering team, and the FHWA to submit the TIGER Grant Program Agreement and administer the grant through quarterly and annual reporting for the SR-57/60 Confluence Project.

RESUMES OF KEY STAFF

To provide exceptional grant writing and administration services for the City of Montebello, we present a highly qualified and experienced team of program managers and coordinators with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful administration of all services rendered under this contract as outlined in this proposal. Megan LeNoue will serve as the alternate Project Representative if needed.



ANA MARIE LENOUE – PROGRAM DIRECTOR

Education/Credential

🎓 B.S. Business Management, University of Phoenix

Relevant Experience

Ms. LeNoue has over 30 years of experience in municipal services. She currently serves as the President and CEO of AVANT-GARDE. Ms. LeNoue is skilled in strategic budget planning, particularly with Capital Improvement Programs, and is known for effectively managing resources to deliver successful outcomes. She oversees the company's Community Outreach and Grants program, utilizing her expertise in marketing, public relations, and municipal project management to identify appropriate community outreach strategies, direct program implementation, and manage project outcomes. Additionally, she manages the Grant Program, ensuring proper resource allocation for research, development of grant opportunities, grant applications, and project development for various clients. Ms. LeNoue's understanding of municipal government and project management uniquely qualifies her to identify funding opportunities and project/program amenities that complement grant program goals and objectives, strengthening the potential success of grant applications. Ms. LeNoue is known for being a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and challenging organizations. She utilizes keen analysis, insights, and a team approach to drive organizational improvements and implement sound practices. Her strong organizational and motivational skills, as well as her ability to resolve complex issues, make her a valuable asset in identifying new organizational opportunities. Ms. LeNoue is highly skilled in developing operational strategies and directing major marketing and service-related projects from conception through implementation. With superior interpersonal skills and extensive administrative, operational, fiscal, and program management experience, she understands the political culture well. Ms. LeNoue's team brings a wealth of experience to the table, particularly in labor compliance, funding administration, grant writing, and project monitoring. Their expertise ensures that secured funding is spent in accordance with the requirements of the funding agency and within specified timelines.

Ms. LeNoue and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.



LISSETTE MONTOYA – PROGRAM DIRECTOR

Education/Credential

- ✎ Master of Business Administration, California State Polytechnic University Pomona
- ✎ B.S. Business Management, California State Polytechnic University Pomona

Relevant Experience

Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of AVANT-GARDE. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$541.4 million in funding for government agencies.

Ms. Montoya is proficient in managing and preparing funding reimbursement requests and reporting through various agencies (FHWA, Metro, Caltrans, HUD) for various multi-million-dollar projects. This includes programming projects in the Federal Transportation Improvement Program, processing of fund exchanges and preparing funding packages to Metro (Call for Projects, Local Return, Discretionary Funding), the California Transportation Commission, Caltrans and FHWA. Ms. Montoya, has completed the lengthy process to receive federal security clearance to access the FHWA database for TIGER reporting purposes. Ms. Montoya is very familiar with the Caltrans Local Assistance Process and preparing the necessary submittals to obtain Caltrans approvals for Environmental and Right of Way

clearances, and securing obligation (E76) of funds for design and construction projects. Ms. Montoya and her team are currently providing funding administration services to the following cities:

Huntington Beach, Temple City, Pasadena, Industry, Pico Rivera, La Mirada, La Puente, Hawaiian Gardens, Lynwood, Bellflower, Montebello, Maywood, Perris, Cudahy, Bell Gardens, South Gate, Alhambra, Rosemead, San Gabriel, Monterey Park, South El Monte, Ventura, Ojai, Manhattan Beach, Norwalk, Rialto, Moreno Valley, LADWP, LADOT, and METRO.



MEGAN LENOUE – PROGRAM MANAGER

Education/Credential

🎓 B.A. Anthropology, Saint Mary's College of California

Relevant Experience

Ms. LeNoue has eleven years of experience in administrative and municipal program services and contract administration. Her overall experience includes grant research and writing, funding administration, project management and analysis, community outreach support, labor compliance monitoring, and construction management assistance.

As a Program Manager, Ms. LeNoue has served as a liaison to provide support on various projects. One of her main responsibilities is assisting clients with preparing and administering programs as required by federal and state funding agencies to ensure projects are developed in accordance with policy and procedural guidelines. Ms. LeNoue is proficient in preparing funding reimbursement requests and quarterly reporting through various agencies (FHWA, Metro, Caltrans, CalOES) for various multi-million-dollar projects. Ms. LeNoue assists clients in successful administration of funding requirements and program management. Her responsibilities have included interfacing with Federal, State and Local Agencies to define, develop and manage project scopes, schedules, cooperative agreements, and overall project management to ensure projects are delivered on time and on schedule.

Ms. LeNoue assists clients by identifying federal and state fund allocation balances, writing grant proposal applications, assisting in determining eligible projects, and providing advisement of program requirements. She oversees the development, completion, and administration of grant programs. Her resourcefulness and efficacy in working with our team of grant writers helps ensure a seamless process that results in qualitative work. Ms. LeNoue ensures proper delegation of tasks to the team of grant writers and ascertains grant assignments are completed in a timely manner. After assisting the City in developing a strong project plan that best meets the goals and objectives of the grant, Ms. LeNoue utilizes her grant writing skills to create narrative with clear, specific language which focuses the reviewer's attention and increases the likelihood of funding the proposed project. Ms. LeNoue is adept at researching information to assist in her development of project narrative and building a strong argument for a competitive project.



JULIANNA CARRERA – PROGRAM MANAGER

Education/Credential

- ✎ MA Forensic Psychology, California Baptist University
- ✎ BS in Anthropology, University of California Riverside

Relevant Experience

Mrs. Carrera has experience working in fast-paced and interdisciplinary administrative environments where she has conducted business research to identify innovative solutions to problems and enhanced existing processes planning and is the newest member of the AVANT-GARDE team. Before joining AVANT-GARDE, Mrs. Carrera worked in higher education, where she utilized her communication and organizational skills to create sustainable processes across various departments. Her expertise includes case management, policy and plan development and implementation, ensuring compliance with applicable laws and regulations, and accurately analyzing and managing budgets. Her overall experience includes project and program development and creating and optimizing processes to boost organizational efficiency. She has experience in monitoring operational performance, implementing necessary improvements, and maintaining high standards of quality assurance. Additionally, she is effective in establishing and sustaining collaborative relationships to support organizational goals and improve service delivery.



KEITH LENOUE – SR. PROGRAM COORDINATOR

Education/Credential

- ✎ Master of Business Administration, Azuza Pacific University
- ✎ B.A. Business Management, Azuza Pacific University

Relevant Experience

Mr. LeNoue has accumulated over six years of experience in administrative and municipal program services and contract administration. He supports clients by identifying federal and state fund allocation balances, helping to determine eligible projects, and providing guidance on program requirements. Mr. LeNoue is knowledgeable about issues affecting city governments and is developing expertise in contract administration. His responsibilities have included working with federal, state, and local agencies to define, develop, and manage project scopes, schedules, cooperative agreements, and overall project management to ensure timely delivery of projects. Additionally, Mr. LeNoue oversees the preparation of documents in accordance with the Local Assistance Procedures Manual for federally funded projects and aids in processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.



NORMA HERNANDEZ – PROGRAM COORDINATOR

Education/Credential

- ✎ Master of Urban and Regional Planning, University of California Los Angeles – In progress
- ✎ BA in Architecture, University of California Berkeley

Certifications

- ✎ Grant Writing Certification- San Diego State University
- ✎ Geographic Information Systems Certification - University of California Los Angeles

Relevant Experience

Ms. Hernandez has experience in urban and regional planning and is the newest member of the AVANT-GARDE team. Before joining AVANT-GARDE, Ms. Hernandez worked with the City of South Gate as Planner processing and reviewing development plans, ensuring compliance and making recommendations to the Planning Commission on Land-Use Entitlement applications. She has managed and scheduled projects involving redevelopment plan adoptions and amendments and associated environmental documentation; assisted clients with public meetings and hearings, including developing meeting formats, deliver presentations, and conducting workshops. Ms. Hernandez possesses expertise in managing projects involving both current and long-range planning, and subconsultants for a variety of projects such as environmental impact reports, general plans, zoning ordinances, housing plans, and other public policy documents. Since joining as a Program Coordinator, Ms. Hernandez assists the Planning, CDBG, HOME and Grants division. Her responsibilities include the preparation of NEPA Environmental Reviews and Historic Preservation clearances for HUD funded projects and programs. Creates maps for various jurisdictions using ArcGIS within Los Angeles County, San Bernardino County and Riverside County. Conducts research and analyze demographic data for various jurisdictions within Los Angeles County. Prepares staff reports and presentations for projects and programs that require Council approval. Research program and grant guidelines to provide support to various local agencies. Drafted guidelines for City programs that provide rental assistance for low-income residents.



SARAH RIZVI – PROGRAM COORDINATOR

Education/Credential

- ✎ BA International Relations & Diplomacy, Seton Hall University, South Orange, NJ

Relevant Experience

Ms. Rizvi is a skilled Program Coordinator with over nine years of experience in operations support, client care, and strategic communication, making her a valuable asset to the AVANT-GARDE team. She brings a diverse skill set in market research, policy

interpretation, public speaking, and event management. Since joining AVANT-GARDE, Ms. Rizvi plays a vital role in supporting the grants team, crafting narratives tailored to each client’s unique objectives to maximize the impact and clarity of every proposal. Highly skilled in researching funding opportunities, aligning projects with funding agency goals, and managing grant applications from inception to submission, Ms. Rizvi brings a strong foundation in program evaluation, data analysis, and budget preparation. Known for her collaborative approach, Ms. Rizvi contributes to every stage of the grant process, from needs assessments and data collection to developing persuasive project summaries and descriptions. She also oversees Dept. of Housing and Urban Development (HUD) grant funding administration, ensuring timely compliance with reporting deadlines, maintaining effective communication with agencies, and navigating the Disaster Recovery Grant Reporting (DRGR) system with proficiency. Prior to joining AVANT-GARDE, Ms. Rizvi held roles with the CA State Assembly and The Joseph A. Unanue Latino Institute, where she developed her skills in legislative support, policy research, and high-stakes program management. Her experience includes overseeing executive schedules, multi-million-dollar endowments, and compliance with nonprofit regulations. Her multilingual skills (Spanish, French, Catalan, Italian) expand her capacity to work across diverse community needs.



JAMES LENOUE – PROGRAM COORDINATOR

Education/Credential

BA, Public Administration University of La Verne

Relevant Experience

Public safety professional with over 20 years of experience specializing in project management, particularly in the deployment of advanced surveillance and monitoring technologies. Proven track record in implementing License Plate Recognition (LPR), Regional Video Command Centers, Digital In-Car video, and Body-Worn Camera systems. Currently assisting Program Managers at Avant Garde Inc with the development of public safety grant proposals and grant compliance.

Recent project management tasks include:

License Plate Recognition

- Successfully deployed and managed over 300 mobile units and 125 stationary LPR cameras for the Los Angeles Police Department.
- Ensured accurate and efficient operation to enhance law enforcement capabilities.

Regional Video Command Center

- Led the implementation of 100 plus CCTV cameras around the City of Los Angeles
- Coordinated with multiple companies to centralize video monitoring and improve response times

Digital In-Car Video

- Managed the installation and integration of Digital In-Car Video systems in over 3000 law enforcement vehicles and wireless uploading capabilities at each of the 24 Divisions
- Improved evidence collection and officer accountability through advanced video technology

Body-Worn Video

- Directed the rollout of over 6000 Body-Worn Cameras, including the body cameras and uploading infrastructure.
- Enhanced transparency and accountability within the police department through reliable and secure video capture solutions



ALYSSA MALDONADO – PROGRAM ASSISTANT

Education/Credential

- 🎓 B.A. English, Northwest University
- 🎓 A.A. Education, Iowa Western University

Relevant Experience

Ms. Maldonado, a new team member of AVANT-GARDE, brings her administrative skills to the Grant Administration team. Since joining AVANT-GARDE, her responsibilities include working closely with program managers to support clients in preparing documents in accordance with the Local Assistance Procedures Manual for federally funded projects. Additional responsibilities include tracking projects to ensure that all submittal documents are up to date, and assisting with preparing future submittals as needed. She also follows up on projects and requests information needed for documents.

VI. Proposed Scope of Services

AVANT-GARDE is capable and able to provide grant writing and grant administration services as identified in the City's scope of service included with this RFP.

Improving the City's Proposed Scope of Work

While the City's proposed scope of work is comprehensive, the following modifications could enhance the clarity and effectiveness.

Grant Writing Approach

Funding Needs Analysis

An in-depth understanding of the City's funding needs is essential in undertaking the task of identifying proper grant resources. We assign a lead team member to each client so they can establish an intimate knowledge of the client and their staff to develop superior, more competitive grant applications. We believe this approach ensures consistency in the grant program, allows the grant writer to become more efficient when responding to solicitations, and ensures that the client is minimally impacted by our firm.

AVANT-GARDE will identify key state departments which accommodate your service area, government entities, and transportation and water agencies that could serve as an agent for certain grant funds. As your grants consultant, we will continue to familiarize with the service region to best understand its history, personality, and vision for the future. We will build a client file with available documentation about the City of Montebello, including but not limited to: the City's current budget; grants currently being managed; administrative documents (i.e. staff report format); calendar of meetings; service area map; general demographics; economic and business statistics; and contacts within government agencies that the City works with, including neighbor cities, Los Angeles County, SCAG, Caltrans, Metro, etc. We will build a "grant strategy" based on the information collected. The final product is a table of projects, wish list items, and goals aligned with known grant programs that may fund all or part of those efforts.

If a particular project is entertained, we assist in developing a scope of work to aid in estimating the costs. Once a projected cost is determined, we review existing funds designated for the project against the overall costs to obtain a realistic and accurate assessment of the funding needed for said project. The difference constitutes the remaining funding needed to be subsidized through grants.

AVANT-GARDE staff will readily assist the City in identifying federal, state, and local fund allocation balances, determining eligible projects, and provide advisement of program requirements or creative uses to supplement or subsidize one program with alternative funding for a period of time to utilize other designated funds for specific projects. We can perform budget analysis and review; analyze actual budget expenditures and performance measures; conduct analysis on specific fees; analyze direct cost analysis in a variety of programs and/or projects; prepare a variety of narrative and statistical reports and recommendations; and conduct revenue and expenditure forecasting and research.

Identification of Appropriate Grant Resources

Once a discussion and determination of the City’s funding needs is conducted, the grant writing team led by our Program Manager, Megan LeNoue, discusses the project(s) to ensure the team has a good understanding of the City’s vision to proceed with next steps. AVANT-GARDE periodically researches grant opportunities from local, state, federal and private sources. This effort is on-going and works concurrently with the preparatory items listed above. AVANT-GARDE will research and identify grant opportunities which align with the City’s needs. AVANT-GARDE will notify the City of funding opportunities that might be of interest.

AVANT-GARDE uses the following methods to keep the City informed of current opportunities and to search for specific grants:

- **Grants Calendar:** AVANT-GARDE understands federal, state, and regional grant programs and their funding cycles (most grant programs are cyclical). We can match the City’s needs with the grants calendar to ensure we take advantage of the more common annual programs. Our research team monitors all Federal, State and appropriate regional websites for grant announcements and solicitations. Regular review and tracking of grant announcements is the only sure approach to capture all notices of funding when they are released.
- **Grant Summary:** A summary sheet will be facilitated to the City containing the agency’s or grant program’s name, a brief grant description, program requirements, types of eligible/ineligible projects, minimum/maximum funding requests and matching funds requirements (if applicable). Summary sheets will be sent only when AVANT-GARDE conducts an evaluation of the grant to ensure it is a possible fit for the City’s project(s). The City can request additional information about the grant or schedule a meeting to discuss any project(s) or grant specifics.
- **Federal Funding:** AVANT-GARDE monitors the federal government’s web portal periodically for grant announcements issued by federal agencies. With the passing of the Bipartisan Infrastructure Law, there are billions of federal dollars available over the next three years for various types of infrastructure projects.
- **State Funding:** AVANT-GARDE maintains a comprehensive list of all state agencies and their grant portals. The sites are monitored periodically for new grant notices. AVANT-GARDE also stays current on bond measures or propositions that are passed through the general election process. This is particularly true for Proposition 68, Cap-and-Trade, Proposition 1, Senate Bill 1, and transportation and transit funding, which may have several grant programs of interest to the Agency. Our research team maintains relationships with grant agencies and will contact key staff when questions arise about a program.

The funding needs analysis is crucial in identifying appropriate grant resources. We compare the funding needs analysis against current grant opportunities to determine if any potential projects are a match for available grants. The internal dynamic in our team along with the traits and skills each individual contributes to the company have resulted in a thriving environment with superior grant writing services and successful grant funding requests to our clients. We are confident we will offer a myriad of grant opportunities that will address the needs of the City and can assure exceptional grant writing services.

We are adeptly familiar and successful with cyclical transportation grants such as Caltrans' Active Transportation Program (ATP), Caltrans' Highway Safety Improvement Program (HSIP), and Caltrans' Sustainable Transportation Planning Grant Program, among others. AVANT-GARDE is also familiar with the US Department of Transportation, US Federal Transit Administration, California Natural Resources Agency, California Department of Forestry and Fire Protection, California Department of Parks and Recreation, State Water Resources Control Board, California Department of Housing and Community Development, California Energy Commission and numerous other agencies that provide different types of funding opportunities. Our grants team has extensive experience in conducting grant research and maintains a grant database where we keep track of current and prospective opportunities.

AVANT-GARDE will continuously research, track and determine potential grants and related funding sources that projects and programs may be both eligible and competitive. We will assist the City in developing an overall strategic plan for funding opportunities inclusive of prioritizing schedules and timelines for each identified grant.

Grant Preparation Process

Our firm has developed and submitted successful grant applications for multiple cities. Our presence is a simple phone call, e-mail, or visit away. AVANT-GARDE's approach to successful grant writing services stems around communication and understanding. Due to our multi-disciplinary team and multi-disciplinary approach, multiple projects and tasks can and will be managed simultaneously to provide an on-going and consistent level of service. Prior to starting the development of a grant application, we will provide you with a detailed, not-to-exceed estimate to prepare the application. All tasks to complete the grant application will be identified. If there are tasks identified that the City does not require our assistance to complete, our fee will be adjusted to deduct those tasks. It should be noted that our firm is prepared to handle all aspects of the grant if staff resources are not available. The City will be alerted if an out-of-scope request arises, at which time a revised scope of work will be presented and the City will be asked to authorize the additional cost prior to beginning the work.

When the City and AVANT-GARDE agree that a grant proposal is to be developed and submitted, AVANT-GARDE will develop a checklist and timeline based on the application requirements. Depending on the due date and complexity of the proposal requirements, the checklist and timeline may be a very simple chart with AVANT-GARDE assuming all responsibility for all tasks or it may be more complex with City staff or engineers assisting with some technical items.

AVANT-GARDE will follow these steps during the grant development and submission process:

- Based on the due date and proposal requirements, develop a list of tasks that are to be performed by the grant development team.
- Ensure that the City's proposed project meets the funding agency's funding objectives.
- Collect facts, data, statistics, and photographs as independently as possible from existing resources such as General Plans, Census Data, Healthy Places Index, CalEnviroScreen, Community FactFinder, SWITRS, TIMS, Google Earth, Virtual Earth, site visits, etc.

- Begin the tasks that will take the longest to complete such as researching City information, meeting with appropriate staff or stakeholders, requesting letters of support, and developing proposal language, including a scope of work, budget, timeline, project justification (benefit/need), cost-benefit analysis, transmittal cover letter, and completing all necessary federal, state, and local forms, certifications, assurances, etc.
- Attend any pre-proposal conferences or workshops hosted by the grant administering agency.
- Concurrently, determine if City Council needs to authorize the submission of the grant proposal and/or commit matching funds, etc. If yes, develop a staff report and/or resolution as required and submit to staff to ensure staff report is submitted to the governing board.
- Concurrently, determine the role of any stakeholders with your staff and meet with stakeholders as necessary to obtain information. Draft and secure letters of support or funding commitment letters, as appropriate. AVANT-GARDE understands the urgency of grant application deadlines. As such, we maintain consistent communication with stakeholders to ensure we receive all necessary items as early as possible. We establish the best contact person to reach for each stakeholder so that our communication is efficient and effective. We implement multiple modes of communication including phone calls and emails and make sure to follow up regularly when waiting for important items.
- Work with local, state and federal elected representatives to secure letters of support.
- Determine if any special graphics, artwork, maps, etc. are needed; incorporate into the proposal.
- Provide draft copies of grant proposals to staff in advance of the application deadline to allow for feedback and final editing. Typically, the City will review an 80% draft (for technical accuracy) and a final draft for approval to submit.
- Incorporate staff edits, make necessary copies, ensure proper delivery by the due date and time.
- If submitting electronic applications, coordinate any password or authorization requirements to ensure the timely submission of electronic applications.
- Maintain contact with funding agency until grant awards are announced. If grant was denied funding, arrange for a follow-up evaluation with the funding agency to determine why the proposal was not funded and/or if an appeal process is available.
- Maintain a comprehensive grant filing system throughout the development process that is provided to staff once the grant is submitted and/or approved. We can provide all the collected research, exhibits, photos, and narrative responses electronically through a Dropbox link. This allows for easy transfer of large-sized files.

Throughout the grant development process, AVANT-GARDE will work as independently as possible but also closely with City staff to coordinate work and ensure continued communication throughout the proposal development process. This includes scheduling meetings with appropriate staff to obtain information and providing progress reports. Grant applications will be developed by our grant writing team of Program Managers and Coordinators.

Grant Review, Approval Process, and Post Award Considerations

Management of your grant program is a priority at AVANT-GARDE. It is extremely important that opportunities and deadlines are not missed while simultaneously making sure grant awards are properly managed. The City will be more apt to receive grants from a funding agency a second or third time if they maintain a solid track record in managing funds (e.g. no major audit findings, timely completion of projects, proper reporting, etc.).

Communication between the City and AVANT-GARDE is paramount for the development of a successful grant application. We believe that a strong working relationship needs to be developed and nurtured to remain abreast of the City's fluctuating funding needs and be continually aware of the direction the City plans to take as it relates to grant searching. It is important to bolster the City's partnership with AVANT-GARDE as this will ensure the City's needs are met in a qualitative, efficient and timely manner. Once the grant preparation process is commenced, we will work with the designated City staff to coordinate obtainment of any necessary material from the City and keep the City aware of the grant development progress. AVANT-GARDE will ensure to adhere to grant program requirements and that all deadlines are met. No application submission to a grant agency will be made until the City approves the drafts provided by AVANT-GARDE, unless otherwise directed.

After award, we will work with the City's financial and project team to ensure everyone understands the grant agreement requirements and information needed for grant administration reporting. This includes working with the City's team while the grant agreement is being developed and reviewed. Utilizing the grant agreement, grant application, and program guidelines, a timeline and schedule will be prepared and provided to staff so they can properly plan for program compliance requirements, the data collection efforts, and the process for paying contractors, requesting reimbursement, submitting quarterly reporting, etc. Typically, AVANT-GARDE will host a kick-off call or meeting to ensure everyone is aware of the reporting and procurement requirements (such as allowing the grant agency to review an RFP before it is issued), wage requirements (e.g. Davis Bacon), and other unique obligations of the program. AVANT-GARDE will work with finance staff to ensure they understand and properly account for expenditures and labor for the grant project. Our team of experienced staff will prepare the reports and upon approval from the City designee, submit them in a timely fashion.

Tentative Project Schedule

The process from initial meeting with the City to development and submittal of grant applications will take approximately two to three months depending on grant program deadlines. Below is a general schedule illustrating our grant research and writing process.

Milestone	Timeline
Initial meeting with City to conduct funding needs analysis.	Two - six weeks after award of contract.
Research grant opportunities, track grants, monitor sites, and maintain grant database.	On-going basis.
Prepare and send grant summary sheets.	After AVANT-GARDE evaluates grant program and determines the opportunity is a good fit for a City project.
Identify a project scope.	
Provide City with an estimate to prepare grant application.	
Develop a checklist and timeline based on grant application requirements.	After City gives AVANT-GARDE approval to move forward with grant development.
Conduct research and develop grant application.	
Provide draft copies of application to City for review and approval.	One to two weeks in advance of deadline.
Schedule meetings, conference calls, provide progress reports.	As needed throughout grant writing process.
Submit application.	Dependent on grant program.
Maintain contact with funding agency.	After submission of grant until awards are announced.
Funding administration, community outreach, program management, and labor compliance services.	Offered to the City after award of a grant.

V. Cost Proposal

Fee Schedule and Hourly Rate Breakdown

AVANT-GARDE offers the following hourly rates for grant writing and grant administration services proposed under this RFP.

Program Director	\$150
Program Manager	\$135
Senior Program Coordinator	\$125
Program Coordinator	\$110
Program Assistant	\$100

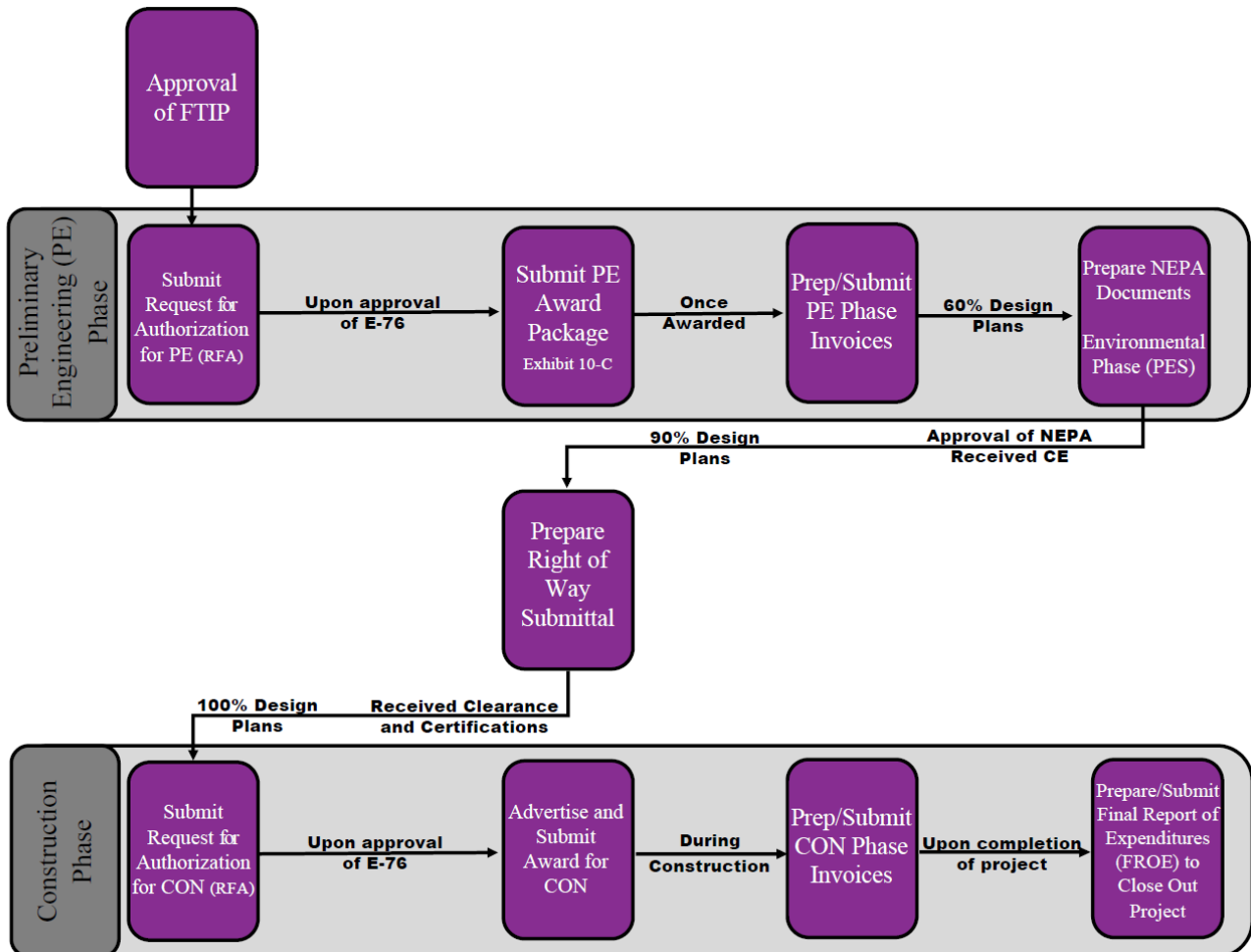
Funding needs analysis, grant research and grant tracking, attending workshops and trainings, and preparing grant summaries will be provided free of charge. Upon request, AVANT-GARDE will submit a Grant Writing cost proposal on a per grant application basis. Grant Writing hours will vary dependent upon each grant program's application scale, degree of difficulty, required technical portions, and submittal deadlines. These can range from \$3,500 to \$13,500 depending on how extensive the grant program is and the technical expertise required.

Additionally, upon request, AVANT-GARDE can submit a Funding Administration proposal on a per project basis as requirements vary for each program and project scale.

There will be no additional charges for mileage, reproduction of documents, word processing charges, and telephone costs.

In accordance with the request in the RFP for a not-to-exceed maximum price, if the City submits approx. 24 applications per year based on the range described above a budget amount of \$150,000 is proposed. A cost proposal on a per grant application basis will be submitted for city approval.

Attachment A- Flow Chart



Attachment B- Grant Identification Process

AVANT-GARDE uses the following methods to keep the City informed of current opportunities and to search for specific grants:

Grants Calendar:	AVANT-GARDE understands federal, state, and regional grant programs and their funding cycles (most grant programs are cyclical). We can match the City's needs with the grants calendar to ensure we take advantage of the more common annual programs. Our research team monitors all Federal, State and appropriate regional websites for grant announcements and solicitations. Regular review and tracking of grant announcements is the only sure approach to capture all notices of funding when they are released.
Grant Summary:	A summary sheet will be facilitated to the City containing the agency's or grant program's name, a brief grant description, program requirements, types of eligible/ineligible projects, minimum/maximum funding requests and matching funds requirements (if applicable). Summary sheets will be sent only when AVANT-GARDE conducts an evaluation of the grant to ensure it is a possible fit for the City's project(s). The City can request additional information about the grant or schedule a meeting to discuss any project(s) or grant specifics.
Federal Funding:	AVANT-GARDE monitors the federal government's web portal periodically for grant announcements issued by federal agencies.
State Funding:	AVANT-GARDE maintains a comprehensive list of all state agencies and their grant portals. The sites are monitored periodically for new grant notices. AVANT-GARDE also stays current on bond measures or propositions that are passed through the general election process. This is particularly true for Proposition 68, Cap-and-Trade, Proposition 1, and transportation and transit funding, which may have several grant programs of interest to the City. Our research team maintains relationships with grant agencies and will contact key staff when questions arise about a program.

The funding needs analysis is crucial in identifying appropriate grant resources. We compare the funding needs analysis against current grant opportunities to determine if any potential projects are a match for available grants. The internal dynamic in our team along with the traits and skills each individual contributes to the company have resulted in a thriving environment with superior grant writing services and successful grant funding requests to our clients. We are confident we will offer a myriad of grant opportunities that will address the needs of the City and can assure exceptional grant writing services.

Attachment C – Project Tracking Sheet

Funding Admin Project Milestone & Current Status																
City	Project Name & Number	Deadline	DAP Application Date	RFA for PE	PSA PE	ENV	N/W	RFA for CON	PSA CON	Award	Progress Invoice #1	Progress Invoice #2	Progress Invoice #3	Progress Invoice #4	Progress Invoice #5	CLOSE
Alhambra (Transtech)	(3030.26) HSIP Cycle 9 HSIP-5330(022)		6/7/2016	Approved 10/18/19	Pending	Pending from City's Direction	Pending for ENV	Pending for RW	E-76 is 11-19	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Bell Gardens (IE)	(6027.187) Citywide Safety Enhancements ATPL-5373(023)	3/20/2019		(N/A)	(N/A)	Approved 5/17/16	Approved 7/28/16	Submitted 5/23/17	SENT TO DOT 12/13/17	Sent to DOT 12/13/17	Approved	Sent to DOT 5/6/19	(N/A)	Minimum of Every 6 months	Minimum of Every 6 months	Submitted to DOT 5/13/20
	(6027.223) Eastern Ave/ Lubec St HSIP-5373(025)			Approved 1/4/18	Processed	Approved 10/28/18	Approved 1/31/19	Approved 9/6/19	(N/A)	Finalized Submitted to DOT (4/22/20)	2/19/2019	2/24/2020	Sent to DOT 2/10/21	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(6027.214/3018.15) Garfield Ave Project STPL-5375(026)			(N/A)	(N/A)	Approved	Approved	Approved E-76 12/22/20	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3018.18) SSARP SSARPL-5373(024)			City Processed	(N/A)	N/A	N/A	N/A	(N/A)	N/A	6/27/2019	Sent to DOT 3/9/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Carson	(3065.01) Cycle 7 - Figueroa and 130th/Victoria St HSIP-5403(028)			N/A	N/A	Sent to DOT 1/11/21	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Commerche (Transtech)	(3022.02) Washington Blvd/Vates Ave HSIP-5362(021)	Sent to DOT 3/19/20		City Processed	Processed	City Processed	City Processed	Approved E-76 1/20/17	(N/A)	3/5/2018	City Processed	City Processed	Sent to DOT 2/13/21	Minimum of Every 6 months	Minimum of Every 6 months	Sent to DOT 2/3/20
	(3022.06) Commerce Way/Shiela St DEMOR-5362(024)			N/A	(N/A)	Approved	Approved 7/15/19	Approved E-76 2/13/20	Approved PSA 4/7/20	Pending for Award of Contract	Sent to DOT 2/19/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3022.04) Siouxon Ave/Garfield Intersection DEMOR-5362(025)			N/A	(N/A)	Pending Info from City	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3022.XX) ? Garfield Ave/Ferguson Dr. DEMOR-5362(026)			N/A	(N/A)	Pending Info from City	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3022.09) Interconnected TS Various Locations - Cycle 7 HSIP-5362(023)			N/A	(N/A)	Approved 10/22/18	Approved	Approved E-76 11/13/21	Pending for E-76	Pending for Award of Contract	Sent to DOT 11/23/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3022.10) HSIP Cycle 8 HSIP-5362(02X)			N/A	(N/A)	Pending Info from City	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Culver City	(3041.05) La Ballona Safe Routes to School ATPL-5240(034)			N/A	N/A	N/A	N/A	Approved E-76 10/15/20	Pending for Award of Contract	Invoice #8 sent to DOT 1/21/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
El Monte	CIP 860 Ramona Bus Tunnel CML-5210(022)	5/1/2021		N/A	City Processed	N/A	N/A	N/A	(N/A)	N/A	N/A	N/A	N/A	Minimum of Every 6 months	Minimum of Every 6 months	Pending for City
	(3046.22)/CIP 857 Ramona Blvd Street Resurfacing STPL-5210(025)			(N/A)	(N/A)	Approved	Approved 8/20/20	Approved E-76 9/9/20	Pending for E-76	Pending for Award of Contract	Invoice #7 sent to DOT 2/18/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	ATP Cycle 1 - Walking Bus ATPLN-5210(036)			City Processed	Processed	City Processed	City Processed	Approved E-76 1/20/17	(N/A)	3/5/2018	City Processed	City Processed	City Processed	Minimum of Every 6 months	Minimum of Every 6 months	Collect Info For Nadine
	ATP Cycle 3 - Mountain View ATPLN-5210(037)			N/A	(N/A)	N/A	N/A	ALLOCATION	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	SRTSL-5210(020)			City Processed	Processed	City Processed	City Processed	Approved E-76 1/20/17	(N/A)	3/5/2018	City Processed	City Processed	Sent to DOT 7/1/19	Minimum of Every 6 months	Minimum of Every 6 months	Sent to DOT 2/19/20
	CIP 831 ? Little Five Points SRTSL-5210(028)			N/A	(N/A)	N/A	N/A	collect info for Nadine	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Industry	(6010.16) Azusa Bridge Repaving Project BHPLS-5342(004)	5/15/2017		Approved 4/6/15	Approved	Approved	Approved 5/18/20	To be submitted once ETP released	(N/A)	Pending for Award of Contract	Approved	Sent to DOT 2/9/17	Sent to DOT 2/5/18	Sent to DOT 2/14/19	Sent to DOT 1/16/20	Pending for NOC & Retention
	(6010.17) Nelson Bridge Replacement Project BRLS-5342(005)			Sent to DOT 05/25/16	Processed	In progress (J)	Pending for ENV	Pending for RW	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
La Cañada Flintridge	(3047.06) Foothill Boulevard Traffic Signal Improvements - Cycle 9 - HSIP-5417(023)			N/A	City Processed	Sent to DOT 2/10/21	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Sent to DOT 11/4/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
La Mirada	(6052.24) Imperial Valley View/Wicker STPL-5364(011)		Sent to DOT 2/9/21	N/A	(N/A)	Approved 1/28/21	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Lynwood	(3004.10) Long Beach Blvd. Improvement HPLUL-5250(023)	3/21/2019		(N/A)	(N/A)	Approved	Approved	Approved	Processed By City	Pending for Award of Contract	Processed by City	x2 Sent to DOT 7/31/2017, 7/11/2018	Sent to DOT 12/1/18	Minimum of Every 6 months	Minimum of Every 6 months	PROE sent to DOT 8/26/20
	(3004.14) MLK Jr. Arval to Benwell HSIP-5250(024)			N/A	(N/A)	Submitted 1/8/20	Approved 9/04/20	AGI began Prepping, needs list gathered	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3004.13) ? Community Linkage/Civic Center ATPL-5250(026)			N/A	Sent to Caltrans 7/9/20	Approved	Approved	Approved	8/20/2019	Sent to DOT 8/24/20	Sent to DOT 7/1/20	Sent to DOT 9/30/20	Submitted to DOT 1/15/21	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3004.42) Imperial/Atlantic - Cycle 9 HSIP-5250(031)			Approved 12/04/19	Sent to Caltrans 7/9/20	Sent to DOT 1/4/21	Pending for ENV	Pending for RW	(N/A)	Pending for Award of Contract	Sent to DOT 2/1/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3004.43) Alameda/MLK - Cycle 9 HSIP-5250(030)			Approved 12/04/19	Sent to Caltrans 7/9/20	Sent to DOT 1/4/21	Pending for ENV	Pending for RW	(N/A)	Pending for Award of Contract	Sent to DOT 2/1/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3004.44) Atlantic/Carlin - Cycle 9 HSIP-5250(029)			Approved 12/04/19	Sent to Caltrans 7/9/20	Sent to DOT 1/4/21	Pending for ENV	Pending for RW	(N/A)	Pending for Award of Contract	Sent to DOT 2/1/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Manhattan Beach	(8001.02) 17 Intersections HSIP-5212(010)			Processed by City	Processed	Approved	Approved	Sent to DOT 3/19/18	(N/A)	Sent to DOT 3/4/20	No. 7: Sent to DOT 5/7/19	No. 8: sent to DOT 4/10/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	PROE sent to DOT 1/4/21
	(8001.XX) Federal Safe Routes to School HSIP-5212(011)			(N/A)	Processed	Processed by City	Processed by City	Processed by City	Processed By City	Sent to DOT 2/21/20	8/20/2020	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(8001.04) Federal Safe Routes to School - Cycle 3 SRTSL-5212(008)			(N/A)	Processed	Submitted & approved 6/18/18	SENT TO DOT 6/22/18 Approved	Sent to DOT 9/1/18 Approved	(N/A)	Completed	Processed by City	Processed by City	No. 4: Sent to DOT 5/3/19	Minimum of Every 6 months	Minimum of Every 6 months	PROE sent to DOT 1/4/21

Montebello	(1360.120) Montebello Way Traffic Signal HSPL-5247(020)			(N/A)	(N/A)	Approved 8/17/11	Approved 5/22/14	Approved 7/25/14 Re: 8/18/15	SENT TO DOT	Approved 8/18/15	Sent to DOT	Sent to DOT 7/24/2016	Sent to DOT 6/27/2017	Minimum of Every 6 months	Minimum of Every 6 months	Sent to DOT 3/11/20
	(1360.210) Various Intersection Improvements HSPL-5247(024)			Sent to DOT 12/8/2016	Verify	Sent to DOT 3/30/17	Approved 11/15/18	8/16/2019	(N/A)	Waiting for City to award project	Sent to DOT	Sent to DOT 2/14/19	Sent to DOT 3/5/20	Sent to DOT 2/4/21	Minimum of Every 6 months	Pending for NOC & Retention
	(3000.28) Arroyo Drive Improvements STPL-5247(005)		5/2/2019	(N/A)	(N/A)	Approved	Approved	Approved	executed 3/11/2020	Sent to DOT 4/28/20	Sent to DOT 11/12/20	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(1360.287) ? Beverly Blvd STPL-5247(006)			(N/A)	(N/A)	ON HOLD	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3000.26) ATP Cycle 3 Augmentation ATPL-5247(009)			(N/A)	(N/A)	FEIR Reso.	Local RW Cert.	Allocation 6/27-28/18	Pending for Allocation	Sent to DOT 12/28/18	Sent to DOT 5/29/20	Sent to DOT 10/28/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	SSARP			City Processed	(N/A)	N/A	N/A	N/A	(N/A)	N/A	Pending from James's direction	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Monterey Park (Transtech)	(3049.01) Traffic Signal - Various Intersection Cycle 7 HSPL-5231(016)			City Processed	N/A	City Processed	Approved 9/7/20	Sent to DOT 12/17/20	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3049.04) ATP Project (TBA) Cycle 4 ATPL-5231(017)		5/14/2020	10/11/2019	N/A	ALLOCATION PE	N/A	ALLOCATION CON	N/A	Pending for Award of Contract	May '20	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3049.05) HSPL Cycle 8 HSPL-5231(018)			Approved 11/31/19	Follow up with City	Pending for City	Pending for ENV	Pending for RW	Pending	Pending for Award of Contract	Sent to DOT 11/25/20	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Norwalk	(3048.12) Alondra Blvd ATP 3 - ATPL-5437(041)			ALLOCATION PE in Jan 2020	N/A	Pending for PE	Pending for ENV	ALLOCATION CON/E-76 Request	N/A	Pending for Award of Contract	Minimum of Every 6 months	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.01) (7228) Rosecrans, Studebaker & Carmentia Cycle 6 HSPL-5347(048)			City Processed	City Processed	City Processed	City Processed	Approved E-76 5/15/20	(N/A)	Sent to DOT 5/15/20	Submitted 4/23/20	Invoice #6 sent to DOT 2/16/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.02) (7229) Studebaker, Alondra & Rosecrans Cycle 6 HSPL-5347(049)			City Processed	City Processed	City Processed	City Processed	City Processed	(N/A)	Sent to DOT 10/2/19	Submitted 4/23/20	Invoice #5 sent to DOT 3/16/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.03) (7234) San Antonio - Norwalk - Civic Center Cycle 6 HSPL-5347(050)			City Processed	City Processed	City Processed	City Processed	Approved E-76 5/15/20	(N/A)	Sent to DOT 5/15/20	Submitted 4/23/20	Invoice #5 sent to DOT 3/16/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.04) (7235) Alondra, Pluma & Shoemaker Cycle 6 HSPL-5347(051)			City Processed	City Processed	5/17/2018	Approved 10/29/20	EXT II 9/30/21	(N/A)	Pending for Award of Contract	City Processed	Submitted 9/26/19	Sent to DOT 12/14/20	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.05) (7236) Firestone, WCL & Rosecrans Cycle 6 HSPL-5347(052)			City Processed	City Processed	2/2/2020 pending	Approved 10/29/20	EXT III 9/30/21	(N/A)	Pending for Award of Contract	City Processed	Submitted 9/26/19	Sent to DOT 12/14/20	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.06) (7234) Studebaker, Rosecrans & Cecilia Cycle 7 HSPL-5347(044)			City Processed	City Processed	5/17/2018	Approved 10/29/20	EXT III 9/30/21	(N/A)	Pending for Award of Contract	City Processed	Submitted 9/26/19	Sent to DOT 12/14/20	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.07) (7237) Pioneer Blvd 146th/Lakeland Cycle 8 HSPL-5347(046)			4/20/2020	City Processed	City Processed	Pending for ENV	EXT II 7/31/22	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.08) (7238) ? Alondra, Pluma & Shoemaker Cycle 8 HSPL-5347(047)			N/A	N/A	Submit when design complete	Pending for ENV	EXT II 7/31/22	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.09) (7239) ? Norwalk Blvd - 156th/Rosecrans/Adoree Cycle 8 HSPL-5347(048)			4/20/2020	City Processed	City Processed	Pending for ENV	EXT II 7/31/22	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Pending for NOC & Retention	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.10) (7240) ? Studebaker, Rosecrans & Cecilia Cycle 8 HSPL-5347(049)			N/A	N/A	Submit when design complete	Pending for ENV	EXT II 7/31/22	(N/A)	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3048.11) Foster Road ATPL-5347(041)			City Processed	City Processed	City Processed	City Processed	City Processed	(N/A)	City Processed	City Processed	City Processed	City Processed	City Processed	Minimum of Every 6 months	In Progress 1/28/20
	(3048.06) HSPL Cycle 9 HSPL-XXXX(00X)			City Processed	City Processed	Approved 8/4/20	After comments submitted 10/26/20	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Perris	(2023.15) PUSD Trail ATPL-5288(015)			(N/A)	(N/A)	Filed 7/28/25	City Council 3/9/16	ALLOCATION TO CTC Approved	Processed By City	Sent to DOT 12/14/16	Sent to DOT 12/7/17	Sent to DOT 4/9/19	N/A	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Pico Rivera (KOA)	(3060.05) TS Mod at Various Locations HSPL-5351(035)		5/2/2025	(N/A)	(N/A)	Approved	Approved	Pending for 100% PSE	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Rosemead	ATP Delta Ave between Mission Rd. and Wall St.					AGI to initiate	Pending for ENV	Pending for RW		Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3021.10) Mission/Via Project HSPL-5350(019)			(N/A)	(N/A)	Sent to DOT 12/2/16	Sent to DOT 12/2/17	Approved	Processed By City	Sent to DOT 1/7/19	Sent to DOT 8/14/19	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Santa Monica (KOA)	(3060.02) Stewart/Pennsylvania Improvements STPL-5350(009)			(N/A)	(N/A)	sent to city 5/12/20	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
South El Monte (KOA & Transtech)	Transtech Tyler & Thompson Traffic Signal and Lighting HSPL-5432(054)		5/15/2017	City Processed	TSD	City Processed	City Processed	City Processed	Pending for E-76	Pending for Award of Contract	Invoice 6B sent to DOT 1/27/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	Transtech Santa Anita & Fern & Elliot Street HSPL-5352(055)			City Processed	Processed	City Processed	City Processed	City Processed	(N/A)	Sent to DOT 11/18/18	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	Rush St and Peck Rd TS ? & Lighting Mod. Project HSPL-5352(017)			City Processed	Processed	City Processed	City Processed	City Processed	(N/A)	In Progress	Sent to DOT 8/18/16	Sent to DOT 8/22/17	Invoice 6 sent to DOT 2/4/21	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3060.04) KOA - Cycle 7 Santa Anita, Klingerman, Rush, Central HSPL-5352(019)			City Processed	Processed	City Processed	Signed by DOT 1/14/2020	Sent to DOT 9/16/20	(N/A)	Sent to Nadine 1/18/20	Invoice 3A sent to DOT 1/29/21	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	Transtech HSPL Cycle 9 HSPL-5352(020)			Approved 10/18/19	Follow up with City	Pending for PE approval	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	4/1/2020	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
Ventura	(3091.08) California Street Bridge Enhancements HSPL-5352(048)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	FRIDE sent to DOT 12/15/20
	US 101 at California Street NB off-ramp STPL-5352(051)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3091.04) Anacapa SRTS HSPL-5352(052)			City Processed	City Processed	City Processed	City Processed	City Processed	(N/A)	Sent to DOT	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	FRIDE sent to DOT 9/28/20
	(3091.34) Route 126 Bike Lane CML-5026(054)			City Processed	City Processed	City Processed	City Processed	Sent to DOT 6/1/20	(N/A)	Sent to DOT 12/24/20	Invoice #13 sent on 12/30/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	Main Street bridge crossing over Ventura River BRIC-5026(056)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending City's Invoices
	Entire Roadway System SSARPL-5026(059)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3091.02) Montealegre SRTS Improvements ATPSBL-5026(060)			City Processed	City Processed	City Processed	City Processed	Pending for City's Direction	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3091.06) Wells Center Bus Stop Project CML-5026(081)			City Processed	City Processed	City Processed	City Processed	City Processed	(N/A)	Sent to DOT 2/12/20	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	FRIDE sent to DOT 11/16/20
	Sheridan Way Bike Path CML-5026(062)			City Processed	City Processed	Submitted	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	(3091.03) Harmon Barranca Gap Closure ATPL-5026(063)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
	ATP Plan ATPL-5026(054)			City Processed	City Processed	Pending from City's Direction	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention
West Covina	STPL					Pending for PE	Pending for ENV	Pending for RW	Pending for E-76	Pending for Award of Contract	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Minimum of Every 6 months	Pending for NOC & Retention

Attachment D- Grant List

A complete list of grants that our Company has secured for our clients.

Agency	Grant Program	Project	Grant Amount
City of Bell Gardens			
	Metro Call for Projects - 2015	Intersection Improvements (Florence Ave at Ira Ave & Jaboneria Rd)	\$992,072
	Active Transportation Program	City Wide Safety Enhancements	\$802,000
	RAC Grant	Various Streets	\$76,860
	Safe Routes to Schools	Bell Gardens HS, Suva ES & IS	\$319,530
	Safe Routes To Schools	City Wide Outreach	\$170,000
	Economic Development Initiative	Community Center Restrooms	\$198,000
	Safe Routes To Schools	Bell Gardens HS, Garfield ES	\$361,680
	Safe Routes To Schools	Multiple Schools Construction	\$337,280
	Federal Dept. of Transportation	Eastern Ave Resurfacing	\$800,000
	CIWMB	Eastern Ave Resurfacing	\$16,250
	FTA	Ford Park Transit	\$396,000
	Highway Safety Improvement	Emergency Vehicle Preemption	\$164,623
	Metro Call for Projects 2013	Eastern & Florence Avenue	\$2,200,182
	Highway Safety Improvement	Eastern Ave. and Lubec St.	\$272,315
	Highway Safety Improvement	Garfield Ave. and Loveland St.	\$272,315
	Caltrans Sustainable Transportation Planning Grant	Citywide Complete Streets Plan	\$162,375
	Metro Federal Section 5310	Senior Bus Vehicle Replacement	\$64,000
	MSRC Local Govt. Match Program	Heavy-Duty Zero Emission Vehicles	\$50,000
	Active Transportation Program	Complete Streets Improvements Phase 1	\$6,499,000
	Urban Greening	Trees for BG Planting Project	\$346,408
	Clean CA Local Grant Program	BG Keep Parks Clean Beautification	\$510,067
	Active Transportation Program	Complete Streets Improvements Phase 2	\$2,964,045
	Safe Streets and Roads for All	Bell Gardens Complete Streets Plan & SSAR Plan Update	\$200,529
	Highway Safety Improvement Program	Intersection Improvements at Florence/Garfield & Eastern/Gage	\$435,150
City of Commerce			
	Active Transportation Program	Slauson Ave Corridor & Citywide Pedestrian, Bike, Transit Imp.	\$2,108,900
	Highway Safety Improvement Program	Commerce Systemic Safety Improvements at Signalized Intersections	\$903,420

Clean CA Local Grant Program	Garfield Ave Median Beautification & Citywide Cleanup	\$2,358,000
City of Cudahy		
Metro Call for Projects Cycle 2015	Complete Streets Improvements	\$2,134,449
Highway Safety Improvement	Cudahy Safety Enhancement	\$363,180
RMC Prop. 1	Water Conservation & Parks Plan	\$293,000
Active Transportation Program	Atlantic Ave. Bicycle & Pedestrian Enhancement	\$1,784,000
City of El Monte		
SB2 Planning Grant	Garvey High Density	\$310,000
CalRecycle RAC	Rubberized Pavement	\$85,000
Infill Infrastructure	Area Y Park – El Monte Metro Development	\$3,823,728
Homekey	Emergency Shelter	\$17,713,213
Highway Safety Improvement Program	Peck Rd & Santa Anita Ave Traffic Signal Improvements	\$1,756,000
Highway Safety Improvement Program	Garvey Ave & Durfee Ave Traffic Signal Improvements	\$958,300
Highway Safety Improvement Program	Garvey Ave Pedestrian Improvements with RRFB	\$250,000
ATP – MPO	Traffic Calming at Parkway/Denholm	\$401,000
CDBG-CV Homekey Setaside	Homekey Projects	\$6,639,740
Metro Federal Section 5310	El Monte Senior Transportation Service Program	\$300,000
Clean CA Local Grant Program	Merced Avenue Linear Park	\$4,633,284
Active Transportation Program	Traffic Calming at Parkway/Denholm	\$4,334,000
Highway Safety Improvement Program	Tyler Ave & Valley Blvd Traffic Signal Improvements	\$326,160
Highway Safety Improvement Program	Santa Anita Ave Bike Lane Improvements	\$249,300
Metro LTSS ZEV Call for Projects	El Monte Electric Bus & Equipment Project – Phase 1	\$1,436,879
Equitable Community Revitalization Grant (ECRG)	Area Y Clean-up Project	\$299,250
Metro Net Toll Revenue	Traffic Calming at Parkway/Denholm	\$4,720,200
CARB STEP	El Monte's Clean Mobility Nexus	\$6,703,420
City of Hawaiian Gardens		
Safe Routes to Schools	Ferguson ES, Hawaiian ES, Fedde HS	\$611,000
City of Huntington Beach		
Clean CA Local Grant Program	Oak View Neighborhood Cleanup & Beautification	\$5,000,000
Microtransit Zero-Emission Shared Mobility Service	Circuit Ride Share Program	\$279,186
OC Complete Streets Program	Banning Ave Roundabout & Southeast Corridors Complete Streets Improvements	\$5,000,000

OC Complete Streets Program	Hamilton Ave Corridor Complete Streets Improvements	\$3,971,000
City of Industry		
Highway Bridge Program	Nelson Ave Bridge Rehabilitation	\$2,149,199
TIGER Discretionary Grant	SR-57/60 Confluence	\$10,000,000
Metro Call for Projects	SR-60/Lemon Ave. Interchange	\$2,294,000
Metro Call for Projects	SR-57-60 Confluence	\$8,750,000
Metro Call for Projects	Nogales Grade Separation	\$28,848,000
Caltrans Highway Bridge Program	Azusa Ave. Bridge over Valley Blvd.	\$5,226,422
Caltrans Highway Bridge Program	Anaheim-Puente Bridge over San Jose Creek	\$579,000
City of La Mirada		
Highway Safety Improvement	Traffic Signal at Valley View/Adoree	\$362,200
RMC Prop 68 Small Grant Program	La Mirada Creek Park Revitalization	\$300,000
City of La Puente		
Clean Water State Fund	Sewer Improvements, Phase IV	\$3,000,000
Safe Routes to School	Various Schools	\$320,148
Hazard Elimination & Safety Grant	Hacienda, Elliot, And Amar	\$306,900
Transportation Enhancement	Temple Ave Reconstruction	\$302,000
AB 2928	Overlay Reconstruction Project	\$301,000
CIWMB	Temple and Willow Resurfacing	\$9,010
RMC Prop 68	La Puente City Park Revitalization	\$1,276,450
City of Laguna Beach		
OC Complete Streets Program	Coast Hwy Sidewalk Gap Closure to Achieve Complete Streets (Cardinal to 7th)	\$5,000,000
City of Lynwood		
Highway Safety Improvement	Firebaugh HS, Will Rogers School	\$347,173
Safe Streets and Roads for All	Lynwood Vision Zero Action Plan	\$203,868
City of Maywood		
Safe Routes To Schools	Heliotrope Improvements	\$340,000
Safe Routes To Schools	Loma Vista Elementary	\$226,380
Green Trees for Golden State	Maywood Urban Forestry Program	\$154,885
Land and Water Conservation	Aquatics Center	\$200,000
Federal Appropriation	Slauson Ave. Business Corridor	\$800,000
Great Clean Air Tree Planting	Randolph Street Tree Planting	95 Trees
Green Trees for Golden State	Urban Forestry	\$164,000
State Coastal Conservancy	Riverfront Park	\$2,000,000
Rivers & Mountains Conservancy	Riverfront Park Phase II	\$150,000
Urban Forestry	Urban Forestry Inventory	\$153,000
Safetea-Lu Earmark	Atlantic Blvd. North	\$400,000

City of Monrovia		
Safe Routes to School	Bradoakes ES, Santa Fe ES	\$731,150
City of Montebello		
Highway Safety Improvement	Montebello Way Traffic Signal	\$556,388
Surface Transportation Program	Washington Blvd. Improvement	\$499,937
Safe Routes to School	Montebello Intermediate School	\$275,220
Safe Routes to School	Wilcox ES, La Merced ES & IS	\$824,000
TEA	Whittier Boulevard, Phase II	\$800,000
Highway Safety Improvement	Montebello Way @ Montebello Bl	\$681,899
Safe Routes to School	Eastmont ES	\$321,420
CIWMB	Greenwood & Montebello Resurf.	\$23,642
Safe Routes to School	Greenwood ES & Washington ES	\$332,448
2017 ATP Augmentation	Montebello Blvd Bike Lane & Sidewalk Improvement	\$4,187,000
City of Monterey Park		
Metro Call for Projects Cycle 2015	Bike Improvements Project	\$1,993,627
City of Ontario		
Solid Waste Infrastructure for Recycling	City of Ontario SWIFR Program	\$3,571,064
City of Perris		
Active Transportation Program	Perris Valley Storm Drain Channel Trail	\$1,202,000
Habitat Conservation Fund	San Jacinto River Trail	\$225,000
Prop 84	Mercado Park	\$3,492,000
Green Trees for the Golden State	Urban Forestation Phase I	\$164,016
SB2 Planning Grant	Housing Element Update	\$306,360
Clean CA Local Grant Program	Copper Creek Park Renovation	\$2,802,174
City of Pico Rivera		
Highway Safety Improvement	Various Streets Improvements	\$696,300
Clean CA Local Grant Program	Rosemead Blvd Median & Parkway Beautification	\$3,916,167
	Major Corridors Median & Parkway Beautification	\$4,216,167
Clean CA Local Grant Program	Pico Rivera Active Transportation Master Plan	\$411,000
ATP – MPO		
City of Rialto		
CalHome 2023 Super NOFA	Owner-Occupied Rehab (Manufactured Homes)	\$1,200,000
City of Rosemead		
Metro Call for Projects Cycle 2015	Garvey Ave. Street Improvements	\$2,315,305
Highway Safety Improvement	Rosemead Safety Enhancement	\$241,300
CAL FIRE Urban & Community Forestry CA Climate Investments	Green Rosemead - Trees for Healthy Living	\$285,938

Caltrans Sustainable Transportation Planning Grant	Citywide Complete Streets Plan	\$159,950
City of San Gabriel		
Highway Safety Improvement	San Gabriel Safety Enhancement	\$569,800
Highway Safety Improvement	San Gabriel Blvd. and Roses Rd. Improvements	\$270,200
City of South El Monte		
ATP – MPO	Merced Avenue Greenway	\$2,561,000
Highway Safety Improvement Program	South El Monte Systemic Safety Improvements at Signalized Intersections	\$637,020
City of South Gate		
CalHome 2023 Super NOFA	First-Time Buyer Mortgage Assistance	\$5,000,000
City of Temple City		
MSRC Local Govt. Match Program	Las Tunas Drive Improvement	\$500,000
Highway Safety Improvement	Temple City Dr & Baldwin Ave	\$177,180
Highway Safety Improvement	Rosemead Boulevard	\$340,000
LACMTA Call for Projects	Rosemead Boulevard	\$2,249,984
RAC State Grant	Rosemead Boulevard	\$110,250
BTA - State Grant	Rosemead Boulevard	\$443,000
BTA - State Grant	Various Locations	\$479,987
Highway Safety Improvement	Las Tunas Dr. Signal/Ped Upgrade	\$598,300
Metro Call for Projects	Las Tunas Dr. - Bike Improvement	\$2,721,868
Metro Call for Projects	Las Tunas Dr. - Ped Improvement	\$2,810,406
Metro Call for Projects	Las Tunas Dr. - TEA	\$1,276,060
Highway Safety Improvement	El Monte Ave.	\$282,900
Highway Safety Improvement	Temple City Blvd.	\$970,300
Statewide Park Program	Primrose Park	\$2,972,058
City of West Covina		
ATP – MPO	West Covina SRTS & Pedestrian Safety Project	\$2,561,000
City of Vernon		
SCAG Sustainability Planning Grant	Transit Route Feasibility Study	\$60,000
Los Angeles Department of Water and Power		
Prop 1 Groundwater Grant	North Hollywood Central Remediation	\$122,489,006
Prop 1 Groundwater Grant	Tujunga Remediation	\$137,808,774
Prop 1 Stormwater Grant	Valley Village Park Stormwater Capture	\$3,000,000
Los Angeles Department of Transportation		
Active Transportation Program	Liechty Middle and Neighborhood Elementary Schools Safety Improvements	\$29,000,000

Active Transportation Program

112th Street & Flourney Elementary
Schools Safety Improvements

\$6,999,999

Active Transportation Program

Alexandria Ave Elementary School
Neighborhood Safety Improvements

\$5,600,000

TOTAL

\$541,440,489



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4299 TO UNITED STORM WATER, INC. FOR FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES ON LOS ANGELES COUNTY-OWNED CATCH BASINS (CP 931)**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4299 to United Storm Water, Inc. for the Fabrication and Installation of Full Capture Storm Drain Trash Devices on Los Angeles County-Owned Catch Basins (CP 931) in the amount of \$144,056 plus a 25% construction contingency of \$36,014 for a total amount of \$180,070; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$92,000 in Account 229-30-315-6040.46 (Measure W, Public Works, Stormwater, Contract Services Storm Drain Maintenance); and
3. Authorize the City Clerk's Office to release all other bidders' bonds; and
4. Authorize the City Manager to execute the agreement and approve any change orders in good faith; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommends awarding professional services agreement No. 4299 to United Storm Water, Inc. as the most responsive and responsible bidder for \$144,056, with a 25% construction contingency of \$36,014 to cover any unforeseen costs, risks, events, or scope changes that may impact the project's total cost for a total amount of \$180,070. The breakdown of the bid is as follows:

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Bid Schedule Type	Proposal Amount
Base Bid Schedule	\$91,800
Alternative Bid Schedule	\$52,200
Additive Bid Schedule	\$56.00
Total	\$144,056

The Base Bid Schedule includes costs for mobilization and demobilization, traffic control, and the fabrication and installation of connector pipe screen (CPS) units. The Alternative Bid Schedule covers the fabrication and installation of automatic retractable screen (ARS) units. Additionally, the Additive Bid Schedule accounts for cleaning the existing catch basins.

The adopted Fiscal Year 2024-25 Capital Improvement Program (CIP) Budget did not fully allocate the necessary funds for this project. As a result, a budget amendment will be required to cover the cost of this project. Staff recommends amending the Fiscal Year 2024-25 CIP Budget by increasing appropriations by \$92,000 in Account No. 229-30-315-6040.46 (Measure W, Public Works, Stormwater, Contract Services Storm Drain Maintenance) to accommodate the expenditures for this project.

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

BACKGROUND/DISCUSSION:

The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 incorporated cities within Ventura County must comply with ORDER NO. R4-2021-0105, NPDES PERMIT NO. CAS004004. Specific to this report are the Total Maximum Daily Load (TMDL) establishing a maximum limit for a specific pollutant that can be discharged into a water body without causing it to become impaired.

On August 1, 2002, the US Environmental Protection Agency (USEPA) approved the Trash TMDLs for both the Los Angeles River and Ballona Creek. TMDLs are the maximum amount of a pollutant that a water body can receive and still meet its water quality designation. The Trash TMDL requires 10% reduction per year on the discharges of trash to the Los Angeles River and Ballona Creek. The adopted TMDL document requires the first 20% reduction to be achieved by September 30, 2006, and 100% trash reduction to be achieved by September 30, 2015. Since the inception of the Trash TMDL, the City has failed to adequately address this compliance effort.

The United States Environmental Protection Agency for Region 9 (EPA) and the City of Montebello entered into an Administrative Order on Consent (AOC) on April 28, 2022, to assist the City in complying with its Municipal Separate Storm Sewer System (MS4) Permit. This action was meant to help the City achieve compliance with the Clean Water Act (CWA) by updating and retrofitting its trash capture systems to meet the Trash TMDL. EPA followed up with a letter dated March 27, 2024 addressing the AOC and the City's timetable for completion. The AOC required the City to identify the trash capture basins

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that need full capture devices including those that have partial or no trash capture devices. City staff, including the City Attorney's Office, scheduled monthly meetings with EPA and Los Angeles Regional Water Quality Control Board (LARWQCB) staff to monitor progress.

The City, in coordination with its environmental consultant, was inspecting and inventorying 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. EPA and LARWQCB staff members require the City to complete the remaining fabrication and installation of CPS and ARS units on 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 units prevent 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.

On February 26, 2025, the City Council authorized staff to advertise the Notice Inviting Bids (NIB) for the Fabrication and Installation of Full-Capture Storm Drain Trash Devices on Los Angeles County-Owned Catch Basins (CP 931). The project seeks to design, manufacture, and install full-capture trash devices in multiple Los Angeles County-owned catch basins across the City, ensuring compliance with the EPA's AOC.

The NIB was published on February 28, 2025, in a newspaper of general circulation. Bidders accessed the contract specification via PlanetBids. Only one bid was received electronically via PlanetBids on March 24, 2025:

	Contractors	Total Bid
1	United Storm Water, Inc.	\$144,056

A thorough bid analysis was conducted to confirm that the most responsive and responsible bid met all state and local requirements. Based on this evaluation, staff recommends awarding Agreement No. 4299 to United Storm Water, Inc. (Attachment A) as the most qualified bidder.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends awarding Agreement No. 4299 to United Storm Water, Inc. as the

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most responsive and responsible bidder for an amount of \$144,056, with an additional 25% construction contingency of \$36,014 to cover unforeseen costs, risks, events, or scope changes that may arise during the project for a total not-to-exceed amount of \$180,070. Additionally, staff recommends amending the Fiscal Year 2024-25 CIP Budget to increase appropriations by \$92,000 in Account 229-30-315-6040.46 (Measure W, Public Works, Stormwater, Contract Services Storm Drain Maintenance); and authorize the City Clerk's Office to release all other bidders' bonds; and authorize the City Manager to execute the agreement and any necessary change orders in good faith.

ATTACHMENT(S)

1. Attachment A - Construction Agr. No. 4299 United Storm Water In.

**CONSTRUCTION AGREEMENT NO. 4299
WITH UNITED STORM WATER**

CITY OF MONTEBELLO

THIS CONSTRUCTION PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on April 9, 2025 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and UNITED STORM WATER, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before March 24, 2025, published on February 28, 2025 for the work on Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project CP No. 931 ("PROJECT").

WHEREAS, on April 9, 2025, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

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

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

CONSTRUCTION CONTRACT PUBLIC WORKS AGREEMENT NO. 4299

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1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR's proposal dated March 24, 2025
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SECTION 2. THE WORK

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

SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon the issuance of a written Notice to Proceed by the City. This Agreement shall expire December 31, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six months upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **One Hundred Forty-Four Thousand Fifty-Six Dollars (\$144,056)**, which is based on performing all of the work shown on Bidders Base Bid Schedule Proposal, Alternative Bid Schedule Proposal, and Additive Bid Schedule Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the

CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with Section 7 the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

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

4.3. Substitution of Securities

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

Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

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

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Sixty (60)** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work,

CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

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

8.2. Ineligible CONTRACTOR Prohibited.

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

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

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

8.5. Utility Relocation.

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

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims

relating to the Agreement.

8.7. Unfair Business Practices Claims.

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

8.8. Day's Work.

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

8.9. Payroll Records.

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

8.10. Employment of Apprentices.

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

Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

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

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

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

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

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

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

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

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

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

SECTION 12. INSURANCE REQUIREMENTS

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

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

City of Montebello

1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.gov

SECTION 13. LIQUIDATED DAMAGES

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of one thousand dollars \$1,000.00 as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of \$375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

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

14.2 Public Contract Code 9204 Claims

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

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.

3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

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

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

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

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

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue

to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

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

SECTION 18. NOTICE OF COMPLETION

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

SECTION 19. AUTHORITY

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

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. ATTORNEY'S FEES AND COSTS

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

SECTION 22. INDEPENDENT CONTRACTOR

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

SECTION 23. NOTICE

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

CONSTRUCTION CONTRACT PUBLIC WORKS AGREEMENT NO. 4299

Page 13 of 14

To the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.ca.gov

With copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: croldan@montebellocal.ca.gov

To CONTRACTOR: United Storm Water, Inc.
Attn: Eduardo C. Perry Jr., President
14000 E. Valley Boulevard
Industry, CA 91746-2801
(626) 961-9326

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

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

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

SECTION 25. CUMULATIVE REMEDIES

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

SECTION 26. COUNTERPARTS

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

[SIGNATURE PAGE TO FOLLOW]

CONSTRUCTION CONTRACT PUBLIC WORKS AGREEMENT NO. 4299

Page 15 of 14

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

CITY OF MONTEBELLO
("CITY")

UNITED STORM WATER, INC
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____
Eduardo C. Perry Jr., President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Warranty Bond
- Exhibit E – Contractor's Proposal

EXHIBIT "A"

INSURANCE REQUIREMENTS

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

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

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

2. Automobile Liability.

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

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that

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

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of

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

EXHIBIT "B"

**PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the

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

APPROVED AS TO FORM:

City Attorney

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

(Use of City Bond Form is Required)

EXHIBIT "D"
Warranty Bond
PUBLIC WORKS (CALIFORNIA)

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

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

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

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

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

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the

specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

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

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

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

--OR--

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

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

APPROVED AS TO FORM:

City Attorney

**EXHIBIT “E”
CONTRACTOR’S PROPOSAL**

NOTICE INVITING BIDS

CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT C.P. No. 931

**City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640**

Submitted by



14000 E. Valley Blvd.
City of Industry, CA 91746

Ramon Menjivar
Sales Manager
626/ 961-9326 Office
626/ 434-6285 Fax
626/ 890-7104 Cell
ramonm@unitedstormwater.com

Due Date: March 24, 2025 @ 11:00 AM



March 24, 2024

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: City Clerk's Office

Subject: Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project
CIP No. 931

To whom it may concern,

United Storm Water, Inc. (United) is pleased to submit the enclosed response to the bid for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project. United has vast experience providing the services relative to this request, and our firm and proposal meet all the qualifications and requirements of the bid.

Identification of Bidder

Contractor Information	
Legal Name	United Storm Water, Inc.
Address	14000 E. Valley Blvd., City of Industry, CA 91746
Legal Form of Company	S-Corporation
Year Incorporated	1999 (26 years)
California Corporation No.	C2155753
Tax Identification No.	95-4742126
DIR Registration No.	1000012438
Contractor License No.	768583 (A, HAZ, C21, C27, C31, C42)
DBE Designation	Minority Business Enterprise (MBE)
Contact Name/Title	Lydia Perry, Secretary/Treasurer
Contact Email/Telephone	lydia@unitedstormwater.com; (626) 890-7078

United Storm Water is a Class A MBE Contractor founded in 1999 having demonstrated experience and expertise in storm water maintenance and BMP fabrication and installation. United holds the licenses and permits required for fulfillment of the contract and have successfully provided these services to numerous public agencies for (26) years including installation of both CPS and ARS devices for the City of Montebello.

Scope of Work

United shall provide all materials, labor, and equipment required to install approximately (56) Connector Pipe Screen (CPS) devices and Automatic Retractable Screens (ARS) within (9) curb inlets. Staff gauge painting will be included for all catch basins that are retrofitted with CPS devices. Services include traffic control, pre-installation cleaning of the catch basins to be retrofitted, disposal of the extracted waste, and documentation to include before and after photos and an installation report. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and prevailing wage rates apply.

Products to be Installed

For this project United Storm Water proposes installation of the products listed below. These are the same products that United has installed for the City of Montebello in the past:

Connector Pipe Screen (CPS)- Manufactured by United Storm Water, Inc.

United Storm Water will manufacture and install its own CPS devices.

- USW-2M1 Fixed Screen With Swivel Access Plate
- USW-2M2 Fixed Screen With Hinged Deflector Access

Both design options include mosquito abatement features and are approved by the Los Angeles County Department of Public Works and the Water Board.

Individual catch basin configurations will determine if USW-2M1 (swivel access plate) or USW-2M2 (hinged deflector) configurations will be the best design regarding accessibility for mosquito abatement activities. The swivel access plate models are used when there is not adequate clearance for a hinged deflector to open fully.

Automatic Retractable Screen (ARS)- Manufactured by Wing-Gate LLC

These devices will be procured from Wing-Gate LLC, and will be installed by United Storm Water. United has installed this product since 2012, and stands behind its quality and functionality features as a superior ARS device.

- Wing-Gate Automatic Retractable Screen, Locking Configuration

This product is approved by the Los Angeles County Department of Public Works, and individual catch basin configurations will determine the suitable size.

United Storm Water offers quality services that aid public agencies to remain in compliance with local and regional storm water regulations in a professional and workmanlike manner. United is a firm who is a leader in its industry and is always evolving to provide its customers with leading edge solutions. Thank you for your consideration of our proposal!

Sincerely,

A handwritten signature in black ink that reads "Lydia Perry". The signature is written in a cursive, flowing style.

Lydia Perry
Secretary/Treasurer

ATTACHMENTS

1. Bid Proposal Forms
2. Addenda and Q&A

PROPOSAL
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by

the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	1	LS	\$2,500.00	\$2,500.00
2	Traffic Control	1	LS	\$2,500.00	\$ 2,500.00
3	Fabrication and Installation of Connector Pipe Screen (CPS) Unit	56	EA	\$1,550.00	\$ 86,800.00
TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					\$ 91,800.00

TOTAL AMOUNT BASE BID IN WORDS _____

NINETY-ONE THOUSAND, EIGHT HUNDRED Dollars


Bidder's Signature
United Storm Water, Inc.
Company Name

Daniel C. Perry, Vice President
Title

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE."*

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

ALTERNATIVE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
4	Fabrication and Installation of Automatic Retractable Screen (ARS) Unit	9	EA	\$ 5,800.00	\$ 52,200.00
	TOTAL AMOUNT ALTERNATIVE BID SCHEDULE IN FIGURES				\$ 52,200.00

TOTAL AMOUNT ALTERNATIVE BID IN WORDS _____

FIFTY-TWO THOUSAND, TWO HUNDRED Dollars


Bidder's Signature

Daniel C. Perry, Vice President
Title

United Storm Water, Inc.
Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Alternative Schedule will only be utilized if bid alternative work is directed by the City.*

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

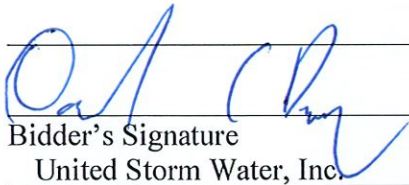
Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

ADDITIVE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
5	Cleanout Existing Catch Basins	56	EA	\$ 1.00	\$ 56.00
TOTAL AMOUNT ADDITIVE BID SCHEDULE IN FIGURES					\$ 56.00

TOTAL AMOUNT ADDITIVE BID IN WORDS _____

FIFTY-SIX Dollars


Bidder's Signature
United Storm Water, Inc.

Daniel C. Perry, Vice President
Title

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Additive Schedule will only be utilized if directed by the City.*

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Inglewood; 1 Manchester Blvd., Inglewood, CA 90301
Name and Address of Agency
Thomas Lee (310) 412-5333 ext. 5611
Name and telephone number of person familiar with project

\$1,407,225	Fabrication and Installation of Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS)	January 2024- Ongoing
Contract amount	Type of work	Date completed
2. City of Rosemead; 8838 E. Valley Blvd., Rosemead, CA 91770
Name and Address of Agency
Daniel Nguyen (626) 569-2117
Name and telephone number of person familiar with project

\$188,600	Fabrication and Installation of Automatic Retractable Screens (ARS)	April 2024 - Ongoing
Contract amount	Type of work	Date completed
3. City of Culver City; 9770 Culver Blvd., Culver City, CA 90232
Name and Address of Agency
Denise Rabb (310) 253-5600
Name and telephone number of person familiar with project

\$346,788	Fabrication and Installation of Connector Pipe Screens (CPS) and Automatic Retractable Screens (ARS)	July 2023 - November 2023
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

<u>Insurance/Brokerage:</u>	<u>Surety (Bonding Company):</u>
IMA, Inc.	Arch Insurance Company
3475 E. Foothill Blvd., Suite 100	550 South Hope Street, Suite 2600
Pasadena, CA 91107	Los Angeles, CA 90017
(626) 535-1452	(213) 283-3500
<u>Bonding Agency:</u>	
Commercial Surety Bond Agency (CSBA)	
1411 N. Batavia St., Suite 201	
Orange, CA 92867	
(714) 516-1232	

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies 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 thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER 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 AGENCY is personally interested, directly or indirectly, in this proposal; that this 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.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name United Storm Water, Inc.

Business Address: 14000 E. Valley Blvd., Industry, CA 91746-2801

Telephone (626) 961-9326

State Contractor's License No. and Class: 768583 (A, HAZ, C21, C31, C42, C27)

Original Date Issued 09/14/1999 Expiration Date 09/30/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Eduardo C. Perry Jr., President; 14000 E. Valley Blvd., Industry, CA 91746-2801; (626) 961-9326

Daniel C. Perry, Vice President; 14000 E. Valley Blvd., Industry, CA 91746-2801; (626) 961-9326

Lydia Perry, Secretary/Treasurer; 14000 E. Valley Blvd., Industry, CA 91746-2801; (626) 961-9326

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

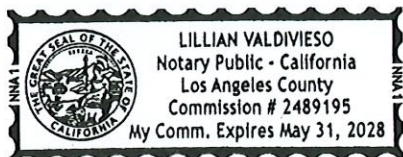
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

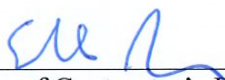
N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 21st day of March, 2025.

BIDDER United Storm Water, Inc.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.




Signature of Contractor's Representative

Eduardo C. Perry Jr.

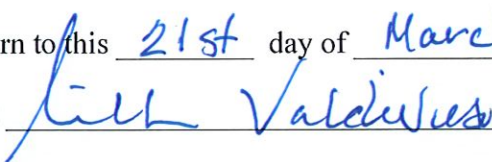
Printed Name

President

Title

Subscribed and sworn to this 21st day of March, 2025.

NOTARY PUBLIC



Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
United Storm Water, Inc., as BIDDER, and _____
Arch Insurance Company, as SURETY, are held and firmly
 bound unto the City of Montebello, as AGENCY, in the penal sum of Ten Percent of the Amount Bid

_____ dollars (\$10% _____), which is ten percent of the
 total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
 sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
 submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
 accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
 then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
 of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
20th day of March, 2025.

BIDDER* United Storm Water, Inc. 14000 E. Valley Blvd., City of Industry, CA 91746, (626) 961-9326

Eduardo C. Perry Jr., President

SURETY* Arch Insurance Company 550 South Hope Street, Suite 2600, Los Angeles, CA 90017, (213) 283-3500

Adrian Langrell
 Adrian Langrell, Attorney-in-Fact 1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232
 Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
 and telephone number of authorized representative.

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On March 24, 2025 before me, Lillian Valdivieso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Lillian Valdivieso* (Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange

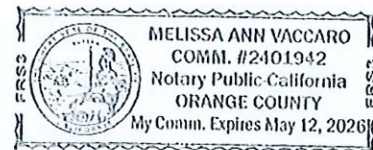
On 03/20/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ben Stong, Michael D. Stong and R. Nappi of Riverside, CA (EACH) Benjamin Wolfe, Chelsea Liberatore of Sacramento, CA (EACH) Adrian Langrell, Arturo Aynla, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

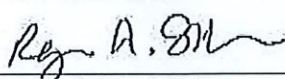
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of February, 2023.

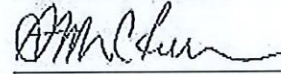
Attested and Certified


Regan A. Shulman, Secretary

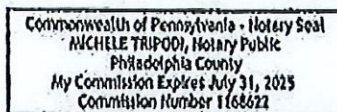
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

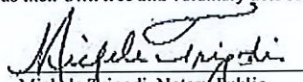


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

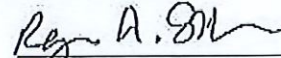



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 10, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of March, 2025


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

N/A

*****NOT APPLICABLE*****

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder



ADDENDUM NO. 1

Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project

CP 931

March 13, 2025

This notice comprises Addendum No. 1 to City of Montebello CP No. 931. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. Is there an engineer's estimate for this project?

Response- \$415,000

Question 2. Would the City kindly consider waiving the Project Labor Agreement (PLA) requirement for this bid, and or obtaining an exemption for this work? None of the CPS manufacturers nor storm water management firms who can provide the services requested are union employers. By including a PLA requirement only a union construction company will be able to bid, but they won't have the devices nor know how to install them. Installation of a CPS device requires special skill and training due to the nature of the device and there are also liability concerns due to the possibility of flooding due to improper sizing or fit.

Response- The Project Labor Agreement has a threshold of \$500,000. If the lowest, most responsive, responsible bid submitted is under \$500,000, the Project Labor Agreement does not apply.

Question 3. Will the City waive the PLA requirement?

Response- The Project Labor Agreement has a threshold of \$500,000. If the lowest, most responsive, responsible bid submitted is under \$500,000, the Project Labor Agreement does not apply.

Question 4. Will the City be paying for the flood control permit that will be required for construction within the County owned drains, or must the Bidder incorporate that cost in its unit rates?

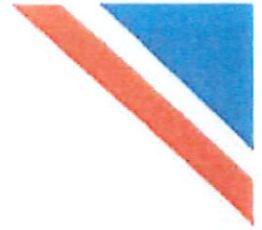
Response- All bids from a licensed, responsive, responsible contractor must incorporate the permit cost into their unit rates.

Question 5. Bid Specs Page BD-16, Section 6 (Staff Gauge)-- Is a staff gauge applicable for catch basins where ARS will be installed? The ARS device is installed at the street level, outside the catch basin and a staff gauge would be installed inside the catch basin.

Response- Not needed for ARS, only CPS units.

Question 6. Please confirm that the CPS and ARS devices to be installed must be listed on the Los Angeles County Department of Public Works approved product list and that the proposed designs are engineer stamped by LA County as well. This is what will be required for the Inspector buyoff by the County.

Response- Yes.



Question 7. Is the Bidder to assume non-hazardous waste determinations for estimated disposal costs?

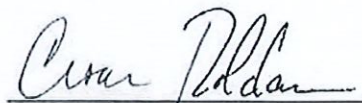
Response- Yes.

Question 8. How will the Contractor be compensated should lab analysis of the extracted waste be identified as a hazardous waste stream? Yes, lab analysis is required by landfills since storm drain waste is classified as "special waste" since it has the potential to contain hazardous waste from runoff. This cannot always be detected by sight or smell.

Response- In the event that lab analysis of the extracted waste identifies it as hazardous, the contractor will be compensated for any additional disposal costs incurred as a result of the hazardous classification. The contractor should follow the standard procedures for hazardous waste disposal, and any additional costs above the initial bid amount will be reimbursed at the actual disposal cost, subject to prior written approval and authorization. It is the responsibility of the contractor to conduct any necessary lab analyses, and they should plan accordingly to accommodate this possibility within their bid, ensuring that all required permits and documentation are in place for proper disposal.

Question 9. Is bid line item 5 for catch basin cleaning only for pre-installation of the trash capture devices, or would the City be utilizing this contract for post installation catch basin maintenance services also?

Response- Catch basin cleaning is for the sole purpose of installing the trash capture devices. This will not be for ongoing maintenance.



Cesar Roldan
Director, Public Works



ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: ACCEPTANCE OF THE IN-WATER POOL LIGHT REPLACEMENT AT
GEORGE HENSEL AQUATIC CENTER – NOTICE OF COMPLETION
(NOC)**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") as completed by Horizon Mechanical Contractors of California; and,
2. Approve the final contract amount with Horizon Mechanical Contractors of California in the amount of \$86,488; 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 (\$4,324) due to Horizon Mechanical Contractors of California following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget, as detailed in Attachment A, indicates that the City Council previously approved a budget of \$86,488 for Horizon Mechanical Contractors of California. Additionally, Attachment A shows total expenditures for the project amounting to \$86,488. The project has been completed for the budget amount previously authorized by the City Council.

BACKGROUND/DISCUSSION:

On December 5, 2024, the City Council awarded a construction contract to Horizon Mechanical Contractors of California for an amount not to exceed \$86,488. The project entails replacing the in-pool lighting to enhance the functionality, safety, and accessibility of the pool and aquatic programs for patrons. Additionally, it will allow staff to schedule more evening classes and programs, as well as host community events at the Aquatics Center. The project was deemed to be substantially completed on March 21, 2025. The Public Works Deputy Director responsible for overseeing and inspecting the project confirmed that it was completed satisfactorily and in accordance with the contract.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion (NOC) by the County Recorder's Office, the City will release all applicable bonds and release the retention if no Stop Notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due Horizon Mechanical Contractors of California following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Total Project Budget and Expenses
2. Attachment B - Notice of Completion

ATTACHMENT A**IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL
AQUATIC CENTER PROJECT****FINAL TOTAL PROJECT BUDGET**

Project Expenses	Final Cost
Invoice No. 1	\$ 82,163.91
Retention Payment	\$ 4,324.41
Total Project Cost:	\$ 86,488.32

Authorized Project Budget (Measure A – Fund 221)	Budget Amount
Original Construction Contract (Horizon Mechanical Contractors of California) - Awarded 12/05/2024	\$ 86,488.32
Total Project Budget:	\$ 86,488.32

Note: The project was completed within budget.

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT B

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on April 9, 2025. The general scope of work consisted of the replacement of in-pool lighting to enhance the functionality, safety, and accessibility of the pool and aquatic programs for patrons.

8. The name of the contractor, if any, for such work of improvement was Horizon Mechanical Contractors of California

April 9, 2025

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

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **In-water Pool Light Replacement at George Hensel Aquatic Center**

Director of Public Works / City of Montebello

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

VERIFICATION

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

Executed on _____, 2025 at City of Montebello, Montebello, CA

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



ITEM # 20

**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 AMENDMENT NO. 1 TO AGREEMENT NO. 4214 WITH FLO-SERVICES FOR THE PROVISION OF SEWER REPAIR AND MAINTENANCE SERVICES

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4214 between the City of Montebello and Flo-Services Inc to increase the not-to-exceed amount by \$40,000 per year; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$40,000 in Account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Contract Services Sewer Maintenance); and
3. Authorize the City Manager to execute the Amendment on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The approval of Amendment No. 1 to Agreement No. 4214 will result in an additional fiscal obligation of \$40,000 per year, for a total increase of \$120,000 over the three-year term of the Agreement. The recommended action requires a budget amendment, increasing Fiscal Year 2024-25 appropriations by \$40,000 in Account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Contract Services Sewer Maintenance). These additional appropriations will be included in future fiscal year budgets.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 2 of 2

On July 24, 2024, the City of Montebello entered into Professional Services Agreement No. 4214 with Flo-Services Inc. to provide preventative maintenance services for the City's storm and sewer lift stations. The scope of the Agreement focused primarily on routine maintenance services necessary to maintain the City's lift stations in operational condition.

During the course of the Agreement, the City identified the need for additional repair services for the storm and sewer lift stations. These services are outside the scope of routine preventative maintenance originally contemplated in the Agreement and are necessary to address equipment failures and emergency conditions to ensure continued operation of the City's sewer and stormwater infrastructure.

Amendment No. 1 to Professional Services Agreement No. 4214 with Flo-Services Inc. expands the scope of services to include as-needed repair services for the City's storm and sewer lift stations, in addition to the ongoing preventative maintenance services provided under the original Agreement. This amendment increases the total compensation under the Agreement by an additional \$40,000 per year, resulting in a total increase of \$120,000 over the remaining three-year term. The additional compensation will allow the City to address repair needs and maintain the continued reliability of the City's storm and sewer lift station systems.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Amendment No. 1 to Agreement No. 4214; and amend the FY 2024-25 budget by increasing appropriations in the amount of \$40,000 in Account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Contract Services Sewer Maintenance); and authorize the City Manager to execute the amendment on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agr No. 4214 - Flo-Services, Inc
2. Attachment B - Agr No. 4214 - Flo-Services, Inc

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4214
WITH FLO-SERVICES INC
FOR STORM AND SEWER LIFT STATION MAINTENANCE SERVICES

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 9th day of April 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and FLO-SERVICES INC, (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the CITY desires to retain a qualified contractor to provide maintenance services to storm and sewer lift stations in the City; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 17 on May 9, 2024; and

WHEREAS, the CONTRACTOR submitted a response to the RFP; and

WHEREAS, the City evaluated the response and determined that the Contractor will meet the requirements in a satisfactory manner.

WHEREAS, the Contractor and the City entered into that certain Agreement for Storm and Sewer Lift Station Maintenance Services by and between the City of Montebello and Flo-Services Inc, dated July 24, 2024 ("Agreement") pursuant to which City retained Contractor to provide Storm and Sewer Lift Station Maintenance Services, as further described in the Agreement; and

WHEREAS, pursuant to Section 5. Extra Services of the Agreement, the City requires services, including costs and expenses that exceed the anticipated scope of Agreement No. 4214 and subsequent amendment, and City and Contractor desire to increase the maximum compensation allowable under the Agreement for Storm and Sewer Lift Station Repair Services.

WHEREAS, by approving this Amendment No. 1, the City and the Contractor now desire to amend the Agreement to expand the scope of services to include additional storm and sewer lift station repair services beyond the scope of preventative maintenance services originally contemplated in the Agreement, and to increase the total compensation accordingly by an additional Forty Thousand Dollars (\$40,000) per year, resulting in a total increase of One Hundred Twenty Thousand Dollars (\$120,000) over the three-year term of the Agreement.

AMENDMENT NO. 1 TO AGREEMENT NO. 4214

Page 2 of 3

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. Scope of Services.

The scope of services set forth in the Agreement is hereby expanded to include, as needed, storm and sewer lift station repair services that are outside the scope of routine preventative maintenance services.

SECTION 2. Compensation.

In addition to the compensation set forth in the Agreement, the City shall compensate Contractor an additional amount not to exceed **Forty Thousand Dollars (\$40,000) per year** for storm and sewer lift station repair services outside the scope of preventative maintenance services. The total additional compensation authorized by this Amendment No. 1 shall not exceed **One Hundred Twenty Thousand Dollars (\$120,000)** over the three-year term of the Agreement. All compensation shall be paid in accordance with the terms and conditions of the Agreement.

Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement 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]

AMENDMENT NO. 1 TO AGREEMENT NO. 4214

Page 3 of 3

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

FLO-SERVICES INC

Raul Alvarez, City Manager

John Krukowski, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4214
WITH FLO-SERVICES INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **FLO-SERVICES 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 desires to retain a qualified contractor to provide maintenance services to storm and sewer lift stations in the City; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 17 on May 9, 2024; and

WHEREAS, the CONTRACTOR submitted a response to the RFP; and

WHEREAS, the City evaluated the response and determined that the Contractor will meet the requirements in a satisfactory manner.

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:

- i. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- ii. **RFP 24 - 17**
- iii. CONTRACTOR's Proposal referenced
- iv. 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 RFP 24 – 17 and CONTRACTOR's responses, as such is set forth fully in **Exhibit "B"** 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 CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, 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

PROFESSIONAL SERVICES AGREEMENT NO. 4214

Page 2 of 10

Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** for a total not to exceed **One Hundred Thirty-Two Thousand Six Hundred Forty Dollars and Twenty Cents (\$132,640.20)** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional, one (1) year periods, with mutual agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant 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.

f. In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder.

SECTION 5. WORK PRODUCT.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4214

Page 3 of 10

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

Termination. The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the 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 by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The

PROFESSIONAL SERVICES AGREEMENT NO. 4214

Page 4 of 10

CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the 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 CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. 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 and the California Labor Code requirements under Exhibit C. In addition, CONTRACTOR shall maintain an appropriate Contractor's License issued by the California State Contracting Board. 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): Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

Automobile Liability Insurance: Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

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 CONSULTANT 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, which are acceptable to the City, and with a current rating of at least A-:VII in the latest edition of Best's Insurance Guide.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4214

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City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640

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

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

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

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

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

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY as it pertain to the Commercial General Liability, Automobile, and Workers' Compensation policies.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

including the degree of competition involved.

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or 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.

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- 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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Contractor:	Flo-Services John Krukowski, President 3010 Floyd Street Burbank, CA 91504 (818)847-2188 Email:John@flo-servicesinc.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4214

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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")

("CONTRACTOR")

CITY OF MONTEBELLO

FLO-SERVICES, INC.



Raul Alvarez, City Manager



John Krukowski (Jul 17, 2024 16:32 PDT)
John Krukowski, President

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-17
- Exhibit B – Schedule of Compensation
- Exhibit C – Terms of Compliance with California Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement

CITY OF MONTEBELLO

RFP NO. 24-17

STORM AND SEWER LIFT STATION

MAINTENANCE SERVICES

AND RELATED EQUIPMENT

Submitted: June 7, 2024



CITY OF MONTEBELLO

**RFP# 24-17 STORM AND SEWER LIFT STATION MAINTENANCE SERVICES
AND RELATED EQUIPMENT**

1. LETTER OF INTRODUCTION (ATTACHED)
2. FIRM INFORMATION AND QUALIFICATIONS (ATTACHED)
3. REFERENCES (APPENDIX B ATTACHED)
4. BIDDERS STATEMENT

Flo-Service, Inc. is a uniquely qualified to perform the maintenance required in your RFP. Not only do we have a general "A" contractor's license, we also have a C10 and D21. Our primary business is modifying, repairing, maintaining, and installing pumps, motors, controls and water and waste water equipment. We are intimately familiar with your pump stations and pump equipment since we already provide preventative maintenance to your pump stations.

5. PROFESSIONAL SERVICES FEES (Attached)
6. CUSTOMER SERVICE

Flo-Services is a service company and already has a good working relationship with the City Of Montebello personnel. John Krukowski has met with various Public Works personnel including James Coiner and Juan Hernandez. Juan has a list of our service tech's cell phone #'s and knows to contact us any time and any day. Our office telephone #'s also have all our emergency telephone #'s. John Krukowski, our principal, has worked with previous City of Montebello staff to include James Enriquez, Jessie Hernandez and Sam Korey. We have already shown the City of Montebello that we are capable of handling and taking care of any of your pump station needs 24 hours a day 7 days a week.

7. STANDARD CONSULTING AGREEMENT

We have reviewed your contract, which was part of the RFP and do not have any issues with this contract.

8. We have no law suits or arbitration proceedings initiated against our company.



1. Letter of Introduction

Dear Gentle People,

My name is John Krukowski, the President and owner of Flo-Services, Inc. We are your current contractor that handles your preventative maintenance and repairs to your pumps, controls and equipment.

Flo-Services began under the name Flo-Systems Service Department more than 40 years ago. I was with Flo-Systems since the inception of the Service Department and was their Service/ Construction Manager as well as on Flo-Systems Board of Directors and the Treasurer of Flo-Systems for 29 years of those years. The owner of Flo-Systems retired in February 2014 and sold the sales portion of the company. As part of the sale, Flo-Systems service, repair, maintenance, and construction division was separated from Flo-Systems and is now under Flo-Services Inc. Flo-Systems no longer has a service, construction, maintenance, and repair department.

Flo-Services is still at the same location which is located in Burbank, Ca with basically the same personnel and the same cliental.

Flo-Services is a contracting company which specializes in performing maintenance, repairs, installation and modifications to water, wastewater and storm water equipment. We also perform sales in water and wastewater equipment.

Flo-Services has a General "A" Engineering California State Contractor's License, a C10 Electrical California State Contracting License, and a C61/D21 pump and repair machinery California State Contractors license.

We are one of the only companies that have full time state certified journeymen electricians on our payroll and one of the only companies able to legally field and troubleshoot inspect and repair anything mechanically and electrically in our area. We have the proper insurances for performing the work required for our industry to include liability, workers compensation, pollution insurance, etc.

All of Flo-Services employees have been trained on all the equipment we repair, service and maintain. All of Flo-Services employees have the required safety training and have been certified in confine space entry, hazmat, first aid and CPR training; all of which is required in order to perform certain tasks in the state of California.

Flo-Services wants to keep your business and humbly requests you thoroughly evaluate and accept our bid.

Please contact me directly for any questions and/or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Krukowski". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Krukowski".

John Krukowski
President
Flo-Services, Inc.
Office: 818-842-3217
Cell: 818-262-8392

2. Firm Information

Name of Bidder: Flo-Services, Inc.

Type: Corporation

State of Incorporation: California

Presidents Name: John Krukowski

Secretary's Name: John Krukowski

Treasurers Name: John Krukowski

Date of Corporation: 5-7-2013

Number of Year

In Business: 10+ Years

Address: 3010 Floyd Street
Burbank, Ca 91504

Telephone #: 818-847-2188

Facsimile #: 818-847-2256

E-Mail: john@flo-servicesinc.com

Bank References: JPMorgan Chase
24000 Valencia Blvd., Floor 02
Valencia CA 91355

Bonding Company: Millennium Corp Solutions
Corinne Hernandez
550 N Brand Blvd, Suite # 1100
Glendale CA 91203

Contractor's License: 988492 Expires 11-30-2025

DIR-Contractors

Registration #: 1001054065

Qualifications-Page #1

Flo-Services has a core group of employees that have been together for a long time. Their collective experience equates to over 90 years of expertise in our industry. Our field technicians are Confine Space and HazWoper certified, as well as trained in CPR. Our key personnel are as follows:

JOHN KRUKOWSKI OWNER and PRESIDENT

John Krukowski began his career with Flo-Systems. He was with them for over 40 years and was their Service Construction Manager, Safety Manager, and Corporate Treasurer for 29 of those 40 years. John started Flo-Services, Inc. in 2013 due to the owner of Flo-Systems retired. John transferred Flo-Systems service department key personnel to Flo-Services in February 2014.

His expertise includes: providing turn-key installations, maintenance and service contracts, start-up service and operator training for major municipal pump and control manufacturers in Southern California, including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, controls and instrumentation, etc.

He repairs and troubleshoots in the shop and in the field. He repairs and rebuilds all of the above equipment from manufacturers. He can modify electrical controls, instrumentation, pump control panels and MCC's.

Factory training includes:	ABS Pumps	Dakota Pumps
	Electromate	Fairbanks Morse Pumps
	Moyno Pumps	US Filter Consolidated
	Weir/Wemco Pumps	

JOSE MERINO, SR. SENIOR SERVICE TECHNICIAN

Jose was an employee of Flo-Systems for 24 years. Jose has 40 years' experience as a maintenance mechanic, electrician, plumber and welder. Jose transitioned to Flo-Services when Flo-Services separated from Flo-Systems. Jose is a State Certified Electrician.

Jose provides turn-key installations, maintenance and service contracts, start-up service and operator training for major municipal pump and control manufacturers in Southern California, including progressing cavity pumps, non-clog pumps, vertical turbine pumps,

Qualifications-Page #2

recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, control panels and instrumentation on water, storm water and sewage pump systems.

Jose provides and oversees shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided from manufacturers. He field troubleshoots which includes modify electrical controls and pump control panels.

CHRISTOPHER BALDORF SERVICE TECHNICIAN

Chris Baldorf has worked for Flo-Services, Inc. for about 10 years. He is a State Certified Electrician. Chris is also Flo-Services safety coordinator. His attention to detail and can-do attitude make Chris an invaluable asset to our team.

Chris's duties include providing maintenance service for equipment including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment grinders, comminutors, mixers, controls and instrumentation.

Chris provides and oversees shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided from manufacturers. He field troubleshoots which includes modify electrical controls and pump control panels.

WILLIAM ERIC MIRABELLI SERVICE TECHNICIAN/SHOP MANAGER

Eric Mirabelli has worked for Flo-Services, Inc. full-time for three years and now works with us on a part-time basis, as needed.

Eric started in this industry with Flo-Systems. Eric provided onsite start-ups and was a service technical advisor.

Eric opened his own control panel U/L approved manufacturing shop and built custom control panels for over 15 years.

Eric's duties include providing maintenance service for equipment including progressing cavity pumps, non-clog pumps, vertical turbine pumps, recessed impeller pumps, submersible pumps, plunger pumps, process equipment

Qualifications-Page #3

grinders, comminutors, mixers, controls and instrumentation. Eric is also very well versed in electrical panels.

Eric provides and supervises shop repairs, field repair and troubleshoots pump stations on all of the aforementioned equipment. He repairs and rebuilds all equipment provided by manufacturers. Eric is also Flo-Services safety coordinator.

JOHN JOSEPH KRUKOWSKI UTILITY WORKER

John Joseph Krukowski has worked for Flo-Services, Inc. for almost 9 years. He is currently a utility worker.

John Joseph provides help with shop repairs, field repairs and helps with troubleshooting pump stations and assists with installation and modification on all of the aforementioned equipment. John Joseph is still in the process of continuing his education and is in the process of honing in on his skills.

MARK NICARAGUA-GARAY CERTIFIED ELECTRICAL TRAINEE

Mark Nicaragua-Garay has worked for Flo-Services, Inc. for 2 months. He is a certified, registered electrical trainee. Mark is in the process of accumulating hours to become a certified Journeyman Electrician.

Mark provides help with shop repairs, field repairs and helps with troubleshooting pump stations and assists with installation and modification on all of the aforementioned equipment. Mark is a new asset to Flo-Services and we expect him to excel quickly.

WESTERN ELECTRICAL CONTRACTORS ASSOCIATION

Flo-Services is a member of WECA. Flo-Services is able to draw electrical apprentices and journeymen on an as needed basis.



FLO-SERVICES, INC., REFERENCES



City of Montebello
RFP 24 - 17
Storm and Sewer Lift Station Maintenance Services and Related Equipment
Appendix B – REFERENCES

Entity Name CITY OF BURBANK
Business Address 150 N THIRD STREET, BURBANK CA 91504
Name of Contact STEVE WALKER
Title Contact ASSISTANT PUBLIC WORKS DIRECTOR
Telephone Number of Contact 818-238-3804
Email of Contact SWALKER@BURBANKCA.GOV
Description of Project PREVENTATIVE MAINTENANCE & VARIOUS PS UPGRADES
Date of Service 2023-2024

Entity Name CITY OF MONTEBELLO
Business Address 1600 W BEVERLY DRIVE, MONTEBELLO CA 90640
Name of Contact JAMES COINER
Title Contact PUBLIC WORKS
Telephone Number of Contact _____
Email of Contact JCOINER@MONTEBELLOCA.GOV
Description of Project NATASHA LANE PUMP STATION REPAIRS
Date of Service 2023-2024

Entity Name COUNTY OF VENTURA
Business Address 800 S VICTORIA, VENTURA CA 93009
Name of Contact PHILIP CERVANTEZ
Title Contact _____
Telephone Number of Contact _____
Email of Contact PHILLIP.CERVANTEZ@VENTURA.ORG
Description of Project HUENEME PS – PS UPGRADE & PM
Date of Service 2023-2024



EXHIBIT "B" – SCHEDULE OF COMPENSATION

FLO-SERVICES, INC.
CITY OF MONTEBELLO

**PUMP REPAIR, MAINTENANCE AND SERVICE CONTRACT
TO INCLUDE ONSITE ELECTRICAL AND MECHANICAL RELATED EQUIPMENT**

SERVICE RATES – PORTAL TO PORTAL-YEAR 2024-2025

One Man Rate	\$158.00 per hour
Two Men Rate	\$316.00 per hour
Shop Labor – One Man	\$148.00 per hour
Confined Space Entry Fee per day	\$450.00 per day
Per diem – if required	@actual cost +15%
Equipment and Tool Truck Fee (Per day)	\$480.00 per day
Pick Up/Delivery Fee-Pick Up Truck with Driver	\$85.00 per hour

Mark-up on parts and equipment will be cost + 15% overhead and + 15% profit

The above rates apply to normal working hours or within an eight-hour working day, Monday through Friday, 7:00 a.m. to 3:30 p.m. Add fifty percent for the period Monday through Friday, 3:30 p.m. to 7:30 p.m. or after any eight-hour workday. Add double the rate for the period Monday through Friday 7:30 p.m. to 7:00 a.m. or after any 12-hour workday, Saturday, Sunday, Holidays, and any hours not mentioned above. Any additional manpower will be invoiced at the one man and two-man rates listed above.

Add mileage at \$1.85 per mile for a service truck. Add mileage at \$1.75 per mile for utility truck.

John Krukowski, Principal employee's rate of \$245.00 per hour, portal to portal, plus mileage to assist City personnel with review of equipment, drawings, onsite and office meetings, etc., on an as needed basis, if and when required. John Krukowski – cell phone 818-262-8392

California state sales tax will be added to all equipment and material. BONDS will be added at our cost Plus 2.5% of the total dollar amount of the project.

Please note: The rates in Exhibit "B" are effective for the first (2) years of the contract period. Please add 2.5% to these rates for year 3. If optional year 4 is exercised 3% will be added to year 3 rates. If optional year 5 is exercised, 3% will be added to year 4 rates.

FLO-SERVICES, INC. Contractor's License Number is 988492

Rates as of June 7, 2024

EXHIBIT "B"
SCHEDULE OF PREVENTATIVE MAINTENANCE PER QUARTER

COST PROPOSAL

LOCATION 1 - There are three (3) sewer lift stations included in this contract in this area:

4. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/Controls)
5. Lincoln Avenue and Sanchez Drive - 348 E Lincoln Ave (Duplex Pump w/Controls)
6. Grant Rey Park - 700 N Rea Drive (Duplex Pump w/Controls)

Each Preventative Maintenance	<u>\$3,812.00</u>	
x 4 per year		<u>\$15,248.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$17,144.00</u>

LOCATION 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

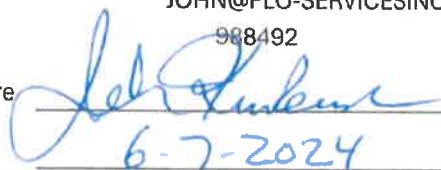
Each Preventative Maintenance	<u>\$2,864.00</u>	
x 4 per year		<u>\$11,456.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$13,352.00</u>

LOCATION 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Each Preventative Maintenance	<u>\$2,864.00</u>	
x 4 per year		<u>\$11,456.00</u>
Emergency Call/Response (1)		<u>\$1,896.00</u>
Annual Cost		<u>\$13,352.00</u>

TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	<u>\$43,848.00</u>
---	---------------------------

Submitted by (Company Name)	FLO-SERVICES, INC.
Contact Person:	JOHN KRUKOWSKI
Company Address:	3010 FLOYD STREET
City, State, Zip	BURBANK CA 91504
Phone Number	818-847-2188
Contact E-mail	JOHN@FLO-SERVICESINC.COM
Contractor License #	988492

Signature	
Date	6-7-2024

NOTE: See attached service rate sheet for additional services and/or repairs required.

EXHIBIT "B"
SCHEDULE OF PREVENTATIVE MAINTENANCE PER QUARTER

COST PROPOSAL - COMPONENT COST

LOCATION 1 - There are three (3) sewer lift stations included in this contract in this area:

4. Lincoln Avenue and Rancho Street - 700 Bartolo Street (Duplex Pump w/Controls)
5. Lincoln Avenue and Sanchez Drive - 348 E Lincoln Ave (Duplex Pump w/Controls)
6. Grant Rey Park - 700 N Rea Drive (Duplex Pump w/Controls)

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
8 regular hours at \$316.00 per hour	\$2,528.00
1.25 overtime hours at \$474.00 per hour	592.50
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Gas Meter - per day	100.00
Miscellaneous lubricants	15.30
Total each preventative maintenance	<u>\$3,812.00</u>

LOCATION 2 - Greenwood Avenue Storm Water Pump Station (Sycamore Street Undercrossing); One Duplex Storm Water Pump Station to include controls, telemetry, miscellaneous mechanical and electrical services.

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
7 regular hours at \$316.00 per hour	\$2,212.00
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Miscellaneous lubricants	75.80
Total each preventative maintenance	<u>\$2,864.00</u>

LOCATION 3 - Natasha Lane Storm Water and Sewage Pump Station; Two (2) stations, including One Duplex Storm Water Pump Station and One Duplex Sewage Pump Station to include controls.

Field labor and travel - portal to portal - (1) Journeyman Electrician	
Electrician and (1) Service Technician	
7 regular hours at \$316.00 per hour	\$2,212.00
Equipment Tool Truck - 1 day	480.00
Mileage - portal to portal - \$1.85 per mile x 52 miles	96.20
Miscellaneous lubricants	75.80
Total each preventative maintenance	<u>\$2,864.00</u>

The scope of this Agreement is for FLO-SERVICES to provide the CUSTOMER a predetermined number of service calls per year utilizing trained service persons to clean, inspect, calibrate and service CUSTOMER'S equipment as specifically described below. (Note: Not all these items will pertain to your stations. A specific Station Service Report will be customized to your station's needs.)

Our work and responsibility is expressly limited to performing the services listed below. Additional services, repairs, etc are available at an additional cost. The services listed below will, in most cases, extend the life of the equipment being serviced and may unveil potential problems with the equipment that can be addressed and avoid equipment failure. We want to emphasize that even with these services it is possible that the equipment could fail. FLO-SERVICES does not imply that acceptance of this service agreement will guarantee the customer continuous trouble-free operation of the serviced equipment and FLO-SERVICES does not accept responsibility for equipment or pump station failures that could occur.

Also be advised that the limited amount of service calls performed by FLO-SERVICES does not represent the full scope of pump station maintenance and in most cases, will not cover all the maintenance requirements outlined in the manufacturer's operation/maintenance manuals, applicable codes/statutes and generally accepted maintenance procedures. Examples of the CUSTOMERS obligations include visiting the pump station daily (or as needed, depending upon the critical exposure of the station), checking the alarm indicators such as seal failure lights, high and low water, and other alarm indicators, checking for unusual noises, leaks, vibration, and other malfunctions that are visible at the control panel or by viewing the equipment and surroundings. Lubrication, adjustments, etc may be required in between the FLO-SERVICES service calls, which is the CUSTOMER'S responsibility.

Some of the services outlined below are performed with each service call and some of the services are performed on an "as needed or reasonable" basis.

MOTORS - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Megger to Ground, Megger Between Windings and Grease motors if required.

PUMPS - Adjust Packing, Inspect Couplings, Check Coupling Alignment, Grease Bearings if required & Exercise Pump Isolation Valves

SUMP PUMP &/OR VENT FAN - Running Voltage to Ground, Running Voltage Phase to Phase, Running Amperes, Lubricate Bearings if required

WETWELL - Bubbler Tube and/or Ultrasonic Transducer secure to Wall
Float Switches Secure & Not Excessively Coated w/Debris
Visually Inspect Wetwell for Deficiencies

DRY PIT - Check Pump and Motor Bolts
Check to see that the Pump Casing, Vent Pipe, Valves are Open
Test Sump Pump Operation
Check for Correct Pump Rotation
Visually Inspect For Leaks & Deficiencies

CONTROL PANEL - Tighten all terminal lugs

- Test operation of all circuit breaker operators
- Check power supply voltage
- Test induction relays
- Test ground fault receptacles
- Test heater Block
- Running time meters working
- All indicator lights working
- Proper connection of motor cables
- Check Voltage to Motor
- Check Motor Amperage

Test pressure switch, manometer, float switches setting &
adjust if necessary

- Test air pumps
- Inspect Relay and Starter Contacts
- Test Automatic Operation of Controls
- Clean Inside Control Panel

Replacement parts, when required, are not included in this Agreement and such parts will be provided by FLO-SERVICES with the customer's approval and invoiced to the CUSTOMER. If the equipment requires additional time, manpower and/or equipment, these additions will be invoiced at applicable rates on Schedule I. If specified below, FLO-SERVICES will also provide emergency 24-hour service as part of this Agreement.

Cleaning debris, grease etc from wet wells are not included as part of this agreement but prearranged service arrangements can be made with FLO-SERVICES to achieve this task if required.

WARRANTY - FLO-SERVICES warrants that: Any parts sold by FLO-SERVICES and installed by FLO-SERVICES will be warranted for **90** days except as may be further warranted by the manufacturer. **New equipment warranty is one year. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SHALL APPLY TO SERVICE OR PARTS.** THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.



June 7, 2024

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

Re: Corporation Structure

Dear Sir or Madam:

Please be advised that Flo-Services, Inc. is an "S" Corporation. John Krukowski is the sole owner and officer of Flo-Services, Inc. There are no other signatories required for document signing.

Please advise if you require further information.

Thank you.

Sincerely,

Laura Ambrosino
Controller

LA:st



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 988492

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/13/2024 11:40:20 AM

Business Information

FLO - SERVICES INC
3010 FLOYD STREET
BURBANK, CA 91504
Business Phone Number:(818) 847-2188

Entity Corporation
Issue Date 11/15/2013
Expire Date 11/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C10 - ELECTRICAL
- ▶ C-61 / D21 - MACHINERY AND PUMPS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ARCH INSURANCE COMPANY.
Bond Number: SU71062870000
Bond Amount: \$25,000
Effective Date: 06/29/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JOHN KRUKOWSKI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/19/2014
BQ's Bond History

Workers' Compensation

This license has workers compensation insurance with the PIE INSURANCE COMPANY (THE)
Policy Number: WCP1852201000
Effective Date: 03/01/2024
Expire Date: 03/01/2025
Workers' Compensation History



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2026

Contractor Information

Contractor Name: Flo-Services, Inc.

Trade Name:

License Type Number: PW-LR-1001054065

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: Burbank

Physical Business Address: 3010 Floyd Street

Physical Business State: CA

Physical Business Postal Code: 91504

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: Burbank

Mailing Address: 3010 Floyd Street

Mailing State: CA

Mailing Postal Code: 91504

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: controller@flo-servicesinc.com

Applicant's Email: Controller@Flo-ServicesInc.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? **No**

Workers' Compensation Overview

Carrier: SiriusPoint America Insurance
Company

Inception Date: 03/01/2023

Policyholder Name: Flo-Services, Inc.

Expiration Date: March 1, 2024

Policy Number: WC 91968 01

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, John Krukowski, the undersigned, am , Flo-Services, Inc. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:54 PM

Legal Entity Information

Legal Entity Type: Corporation

Name: Flo-Services, Inc.

May 2024

CONFLICT OF INTEREST STATEMENT

Flo-Services has no financial, business and/or any other relationship with the City that may have an impact upon the selection process.

CITY OF MONTEBELLO

BUSINESS LICENSE

"For Services Provided in the City of Montebello, California Only"

Business Name FLO-SERVICES INC.
Business Location 3010 FLOYD ST
BURBANK, CA 91504-2505
Business Owner(s) JOHN KRUKOWSKI

FLO-SERVICES INC.
3010 FLOYD ST
BURBANK, CA 91504-2505



2023 - 2024

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE.

License
Description

CONTRACTOR

License Number

10710822

Effective Date

December 06, 2023

Expiration Date

December 05, 2024

The person, firm or corporation above named is hereby granted license to engage in, carry on, in the CITY OF MONTEBELLO, CALIFORNIA, the business trading calling, profession, exhibition or occupation described above, for the period indicated. This license is permission only, not an endorsement of license.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (323) 248-8614.

FLO-SERVICES INC. :

Thank you for your payment on your City of Montebello Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: montebello@hdlgov.com or by telephone at: (323) 248-8614.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Montebello Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Montebello please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Montebello
BUSINESS LICENSE

FLO-SERVICES INC.
3010 FLOYD ST
BURBANK, CA 91504-2505

License Number: 10710822

Date of Issue: 12/06/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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 Brown & Brown Insurance Services, Inc. License #0D64053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013	CONTACT NAME: Laura Decker PHONE (A/C No, Ext): (805) 985-0071 FAX (A/C No): (805) 690-3200 E-MAIL ADDRESS: Laura.Decker@bbrown.com																					
INSURED Flo-Services Inc. 3010 Floyd Street Burbank CA 91504	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Admiral Insurance Company</td><td>24858</td></tr><tr><td>INSURER B:</td><td>Oregon Mutual Insurance Company</td><td>14907</td></tr><tr><td>INSURER C:</td><td>The Pie Insurance Company</td><td>21857</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Admiral Insurance Company	24858	INSURER B:	Oregon Mutual Insurance Company	14907	INSURER C:	The Pie Insurance Company	21857	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	The Pie Insurance Company	21857																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 24/25 GL, BA, XS, WC **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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR Policy contains on OCIP Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:			FEIECC3539401	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CMO5013925176	02/26/2024	02/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$ OCCUR CLAIMS-MADE			FEIEXS4523201	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCPI652201000	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Occurrence \$1,000,000 Aggregate \$2,000,000
A	Contractors Pollution Liability			FEIECC3539401	03/01/2024	03/01/2025	Aggregate \$2,000,000

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

CERTIFICATE HOLDER City of Montebello 1600 W. Beverly Blvd. Montebello CA 90640	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
---	--

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

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

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

Exhibit "D"

LIVE SCAN FINGERPRINTING REQUIREMENT

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

FLO-SERVICES AGR 4214

Final Audit Report

2024-07-17

Created:	2024-07-17
By:	Jeremy Melendez (jemelendez@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALZm0WCy6ZdlzU-dxcRZ-YjOEGe3AI9_7

"FLO-SERVICES AGR 4214" History

-  Document created by Jeremy Melendez (jemelendez@montebelloca.gov)
2024-07-17 - 11:17:20 PM GMT
-  Document emailed to john@flo-servicesinc.com for signature
2024-07-17 - 11:18:19 PM GMT
-  Email viewed by john@flo-servicesinc.com
2024-07-17 - 11:31:28 PM GMT
-  Signer john@flo-servicesinc.com entered name at signing as John Krukowski
2024-07-17 - 11:32:41 PM GMT
-  Document e-signed by John Krukowski (john@flo-servicesinc.com)
Signature Date: 2024-07-17 - 11:32:43 PM GMT - Time Source: server
-  Agreement completed.
2024-07-17 - 11:32:43 PM GMT



Adobe Acrobat Sign



ITEM # 21

**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 CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE 2024 ACTIVE TRANSPORTATION AND SAFETY, MONTEBELLO CYCLESafe BRIDGE PROJECT (CP 930)**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the recommended action. The State of California Department of Transportation (Caltrans) requires the Southern California Association of Governments (SCAG) to work with municipalities to process the California Environmental Quality Act (CEQA) determination associated with the specific project as a condition for the City to receive Active Transportation Program (ATP) funds. SCAG will transmit a funding agreement once the CEQA document is processed and received

BACKGROUND/DISCUSSION:

In June 2024, following adoption of Connect SoCal 2024 and to support Connect SoCal implementation, the Regional Council directed staff to release a call for applications through the Sustainable Communities Program (SCP) focused on active transportation

CITY COUNCIL AGENDA REPORT - MEETING OF APRIL 9, 2025

Page 2 of 3

and safety. The SCP sought proposals for active transportation-related plans and quick-build projects, which primarily support Connect SoCal 2024 mobility policies under Complete Streets, Transit and Multimodal Integration, and Safety. A total of 40 applications were evaluated, and 13 projects were recommended for funding through a combination of state and federal sources.

The following is SCAG's timeline:

- California Transportation Commission adopts the 2025 ATP Regional Program, including the 2024 SCP Active Transportation and Safety projects: June 26-27, 2025
- 2024 SCP Active Transportation and Safety project initiation: Summer/Fall 2025

The City applied for a quick-build project along Whittier Boulevard, at the bridge over the Rio Hondo Channel (east City limits). The Montebello CycleSafe Bridge Project addresses pedestrian and bicycle safety access, enhances signage to the Rio Hondo River Trail, and promotes integration between the bike paths and the historic Whittier Boulevard bridge. Working with community stakeholders, the project will add aesthetic value, update directional signage, and enhance the accessibility between the regional bike path and a key entry point to the City of Montebello. In so doing, the project will elevate the pedestrian experience on the bridge and make it safer and more user-friendly for bicyclists.

The quick-build project is an interim capital improvement project that requires minor construction activity (does not require excavation) and uses durable, low- to medium-cost materials to pilot and iterate through project designs with community feedback. Quick-Build projects are identified through community engagement and provide the opportunity to immediately respond to a community safety need. This quick-build project provides an opportunity to pilot projects that not only enhance or expand the active transportation network but also contribute to a more resilient transportation network given the increased demand expected with large-scale events to be hosted in the region.

Required Quick-Build Components

Quick-Build projects must include the following components:

- Ongoing community engagement to inform final project design and evaluation.
- Data collection to establish existing conditions and to complete before/after evaluation of project implementation.
- Final (100%) project design reviewed, approved, and stamped by a licensed Professional Engineer and project cost estimates.
- Quick-Build installed for a minimum of six (6) months before conducting evaluation.
- Final report summarizing work completed and recommendation of the next steps.

At the February 12, 2025 City Council meeting, the City Council adopted Resolution No.

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25-14 accepting the preliminary funding conditions. The City must adopt a proper CEQA determination as a condition to receive ATP funds. Upon approval of this recommended action, staff will coordinate with SCAG and provide the recorded CEQA documents. CEQA clearance documents for this project must be submitted to SCAG by Friday, April 18, 2025.

ENVIRONMENTAL:

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project (Attachment A).

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA) as a condition for the City to receive Active Transportation Program (ATP) funds.

ATTACHMENT(S)

1. Attachment A - CEQA NOE - Active Transportation and Safety, Montebello CycleSafe Bridge Project (CP 930)

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

(Address)

Project Title: Active Transportation and Safety Montebello CycleSafe Bridge Project CP 930

Project Applicant: City of Montebello

Project Location - Specific: Whittier Boulevard Bridge at Rio Hondo Bike Path

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Pedestrian and bicycle safety access, enhanced signage to the Rio Hondo River Trail/Bike Path, and promotes integration between the bike paths and the historic Whittier Boulevard bridge.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

Lead Agency

Contact Person: Cesar Roldan Area Code/Telephone/Extension: 323-887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? **Yes** No

Signature: _____ Date: April 10, 2025 Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



ITEM # 22

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4131 WITH A & A FLEET PAINTING, INC. TO EXTEND THE COMPLETION DATE FOR THE BUS GRAPHICS DECAL REPLACEMENT SERVICES

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4131 with A & A Fleet Painting, Inc. (A & A Fleet), to extend the completion date for one year (1-year), for Bus Graphics Decal Replacement Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended actions do not have a fiscal impact. The recommended actions will extend the term of Agreement No. 4131 one (1) year, but not impact the total not-to-exceed amount.

BACKGROUND/DISCUSSION:

On September 27, 2023, the City entered into Agreement No. 4131 (Attachment A) with A & A Fleet to provide Bus Graphics Decal Replacement Services for the City's transit bus fleet. A & A Fleet is responsible for supplying all labor, tools, materials, and equipment needed to replace the decals on fifty (50) transit buses. This includes the removal of the previous logo design, preparation of the buses for new paint, and the

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installation of the City's approved logos and decals on the exterior panels of each bus, ensuring uniformity across Montebello Bus Lines' (MBL) fleet of transit buses.

The initial term of the agreement was for eighteen (18) months, with a completion date of March 26, 2025. The project is organized into a well-structured schedule, dividing the work into manageable phases for systematic decal removal and installation. Each bus has a designated timeframe for preparation, application, and quality control, allowing for efficient work while minimizing downtime. The timeline also ensures coordination with MBL's operations, preventing disruptions to transit services during the decal replacement process.

Over the last 18 months, the project encountered unforeseen delays and will not be completed within the original timeline. Consequently, staff recommend that the City Council approve Amendment No.1 to extend the term of the agreement for an additional one (1) year at no additional cost (March 26, 2026). This extension will provide the time required to address any unforeseen delays and ensure the decal replacement is completed thoroughly and to the highest standards across MBL's fleet of 50 transit buses.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve Amendment No. 1 to Agreement No. 4131 with A & A Fleet, to extend the term date for an additional one (1) year (to March 26, 2026) for Bus Graphic Decal Replacement Services; authorize the City Manager and/or his designee to execute Amendment No. 1 on the City's behalf; and take such additional, related, action as may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4131 with A & A Fleet
2. Attachment B – Amendment No. 1 to Agreement No. 4131

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4131
WITH A and A FLEET PAINTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 27, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A and A Fleet Painting, Inc., a California corporation (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to remove and install new decals/logos, bus numbers, and California numbers, for fifty (50) active Hybrid and CNG New Flyer low-floors buses for the City's Transportation Department; and

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

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

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

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated June 15, 2023 ("RFP No. 23-11"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 23-11, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 23-11 dated August 9, 2023, attached hereto as **Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023, attached hereto as **Exhibit "C"**.

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- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-11 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Eight Hundred Ninety-Four Thousand, Nine Hundred and Fifty Dollars (\$894,950)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

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

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

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

- 1) Upon inspection of CITY's Transit buses, CONTRACTOR, using its best and experienced judgment determines that CITY requires additional parts, body panels, doors, supplies, and fixtures not included in Exhibit **"A and B"**; and
- 2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, and fixtures; and
- 3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and

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- 4) CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Contingency Amount in an additional amount of up to, and including, Thirty-Five Thousand Dollars (\$35,000); and
- 5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

SECTION 3. TERM.

This Agreement shall commence on **September 27, 2023**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **March 26, 2025** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

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. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, 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 to the extent caused by the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement.

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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 **One Million Dollars and Zero Cents** (\$1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

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

c. 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.

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

e. **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 upon renewal 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: gskibar@cityofmontebell.com

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

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

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

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

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

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

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

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be

PROFESSIONAL SERVICES AGREEMENT NO. 4131

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unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

PROFESSIONAL SERVICES AGREEMENT NO. 4131

Page 11 of 13

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: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor: A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintigninc@yahoo.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4131

Page 13 of 13

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO, a California
municipal corporation

A and A FLEET PAINTING, INC.,
a California corporation



Arlene Salazar, Acting City Manager



Abel Bautista, President

Date:

10/11/23

Date:

10/11/23

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-11
- Exhibit B – Contractor's Proposal to RFP No. 23-11 dated August 9, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023

**CITY OF MONTEBELLO
AMENDMENT NO. 1
TO PROFESSIONAL SERVICE AGREEMENT NO. 4131
WITH A AND A FLEET PAINTING INC.**

This Amendment No. 1 to Agreement No. 4131 ("Amendment No. 1") is made and entered into as of the 9th day of April 2025 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and A and A Fleet Painting, Inc., an in-state corporation registered to do business in California, ("Contractor"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement to provide comprehensive bus decal removal and replacement services for MBL's fleet of buses, including the design, removal, and installation of new graphics decals, dated September 27, 2023 ("Agreement"); and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for an additional of one (1) year, under the same conditions as the original Agreement and as outlined herein; and

NOW THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from March 26, 2025, to March 26, 2026, as authorized under Section 3 of the Agreement.

SECTION 3. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement,

AMENDMENT NO. 1 TO AGREEMENT NO. 4131

Page 2 of 2

all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Agreement No. 4131 to provide comprehensive bus decal removal and replacement services for MBL's fleet of buses, including the design, removal, and installation of new graphics decals.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO, a California
municipal corporation

A and A Fleet Painting, Inc

By: _____
Raul Alvarez, City Manager

By: _____
Abel Bautista, President

ATTEST:

APPROVED AS TO FORM:

By: _____
Christopher Jimenez, City Clerk

By: _____
Arnold M. Alvarez-Glasman,
City Attorney



ITEM # 23

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Angelica Palmeros, Acting Assistant City Manager
Andrew Kim, Senior Management Analyst

**SUBJECT: APPROVE AGREEMENT NO. 4300 WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC HEALTH FOR PUBLIC HEALTH SERVICES
(PH-005641)**

DATE: April 9, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4300 with the Los Angeles County Department of Public Health for Public Health Services (PH-005641); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact for the base services provided by the County of Los Angeles under this agreement, as the County retains all public health permit and license fees collected within the City of Montebello. The County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the health services described in the agreement (Attachment A) as necessary to protect the public health, safety, and welfare. However, if the City requests additional services beyond those required by law, the County may charge the City at rates approved by the Los Angeles County Board of Supervisors.

BACKGROUND/DISCUSSION:

The City of Montebello has historically entered into an agreement with the Los Angeles County Department of Public Health for public health services. This agreement (Attachment A) ensures that the County's Health Officer acts as the City's Health Officer and that the County's Department of Public Health serves as the City's Environmental Health Department. The continuation of these services is critical for maintaining public health and safety within Montebello.

The proposed agreement, Agreement No. 4300 (LA County Contract No. PH-005641) replaces all prior agreements and establishes an initial term through June 30, 2029. The contract includes an automatic renewal provision for additional five-year terms unless terminated by either party in accordance with the termination provisions outlined in the agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

Under Agreement No. 4300 (PH-005641) (Attachment A) the Los Angeles County Department of Public Health will be responsible for enforcing public health laws, regulations, and mandates within the City of Montebello. The agreement also ensures the investigation of health and sanitary conditions in local detention facilities, the issuance of public health permits and licenses within the City, and the provision of ongoing public health services as mandated by California law.

Additionally, the agreement allows for the City to request supplemental public health services beyond the required scope. These additional services would be subject to separate billing and approval by the County. This flexibility ensures that Montebello can adapt to specific public health needs as they arise while maintaining a structured agreement with the County. Alternatively, the City Council may reject the agreement, which would require the City to independently provide public health services or seek an alternative provider, potentially at a significant cost. Therefore, staff recommends authorizing the City Manager to enter into this agreement with the Los Angeles County Department of Public Health for public health services.

SUMMARY:

Approval of Agreement No. 4300 (LA County Contract No. PH-005641) with the Los Angeles County Department of Public Health will ensure the continued enforcement of public health laws, investigation of health and sanitary conditions, and issuance of public health permits within the City of Montebello. This agreement provides essential public health services at no direct cost to the City while allowing flexibility for additional services if needed. Staff recommends that the City Council authorize the City Manager to execute this agreement to maintain compliance with state and local health regulations and support public health and safety in the City of Montebello.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4300

City of Montebello
Agreement No. 4300
With
County of Los Angeles Department of Public Health
For
Public Health Services
(LA County Contract PH-005641)

**DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CITY OF MONTEBELLO
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Montebello hereinafter referred to as "City."

RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County's Department of Public Health ("Public Health"), for the County's Health Officer to act as the City's Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.
2. **PUBLIC HEALTH SERVICES:** The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
 - a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
 - b. Statutes relating to public health.
 - c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.
3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS:**
 - a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County

Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

- b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.
 - i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.
 - ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.
- c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.
 - i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

- enacted new provision or amendment and the impact to the services performed under this Contract, if any.
- ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.
 - iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.
- d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.
- i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.
 - ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.
- e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

4. GENERAL TERMS:

- a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.
- b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.
- c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.
- d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.
- e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the contract previously in effect between the parties hereto.

- f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.
 - g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.
 - h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.
 - i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.
5. **NOTICES:** Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Contract.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

- (1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: EHAdmin@ph.lacounty.gov
- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov
- (3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

- (1) City of Montebello
Attention: City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: ralvarez@montebelloca.gov
Phone: (323) 887-1200

6. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE:** The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.
8. **ALTERATION OF TERMS/AMENDMENTS:** The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
9. **INDEPENDENT CONTRACTOR STATUS:** This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF MONTEBELLO

COUNTY OF LOS ANGELES

By: _____
Raul Alvarez
City Manager

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

_____, City Attorney

DAWYN R. HARRISON, County Counsel

By: _____
City Attorney

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

Date: _____

By: _____
Contracts and Grants Division

ATTEST:
CHRISTOPHER JIMENEZ, City Clerk

Date: _____

By: _____
City Clerk

Date: _____
(AFFIX CORPORATE SEAL HERE)

#07642:db

Exhibit A:

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

MONTEBELLO

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11

8.04.010 - Title 11 and Division 1 of Title 8 of county code adopted—Copies on file.

The "Health and Safety Code of the County of Los Angeles," the same being Title 11 of the Los Angeles County Code, and the "Public Health License Code of the County of Los Angeles," the same being Division 1 of Title 8 of the Los Angeles County Code, as those titles have been amended through and including March 23, 2005, are adopted as the health and safety code for the city (hereinafter referred to as the "health code.") Three copies of the health code are on file in the office of the city clerk of the city.
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(Ord. 2282 § 1, 2005: Ord. 2104 § 1, 1994: prior code § 5100 (A))

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES

None



ITEM # 24

APPROVAL OF MINUTES: MARCH 26, 2025, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MARCH 26, 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 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Deputy City Clerk Nelly Ochoa, Management Analyst Samantha Nevarez, and Department Directors Michael Solorza, John Soria, Joseph Palombi, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item.

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 item:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Garcias v. City of Montebello

Case No. 23STCV09823

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 6:46 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, direction was provided, but no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

2. CERTIFICATE OF RECOGNITION FOR LOS ANGELES MUAY THAI

Presented by Mayor Melendez.

3. PRESENTATION BY THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Caroline Gongora, Public Information Coordinator, from Greater Los Angeles County Vector Control District provided a presentation about mosquitoes and the importance of community health, comfort and welfare through effective and responsive vector control. They accomplish this by performing disease surveillance, controlling vectors, and conducting community outreach.

Councilmember Peralta inquired about the safety of mosquito control methods and whether the public is notified. Caroline explained that they use biological control methods targeting mosquitoes in their aquatic stages. She mentioned that one of the methods involves soil-based bacteria, which is safe and effective. Caroline also assured that the community is welcome to speak with their technicians when they are conducting these treatments, and they make efforts to inform the public about any special treatments being applied.

Mayor Pro Tem Tamayo inquired about the role of being on the Board of Trustees. Caroline stated that the trustees play a key role in providing direction, ensuring the District remains transparent, and promoting community outreach to help educate the public.

Councilmember Alonzo inquired about when to report a mosquito issue and what constitutes a concern. Caroline explained that it depends on your tolerance levels and encouraged residents to call them for any questions or concerns.

Mayor Melendez thanked Caroline for the presentation.

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 ten (10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

4. **APPEAL OF THE PLANNING COMMISSION DECISION OF DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCE REQUESTS FOR REDUCED LOT SIZE, REDUCTION IN FRONT YARD SETBACK, AND LOT COVERAGE, AS WELL AS THE DENIAL OF A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL REGARDING VESTING TENTATIVE TRACT MAP ("VTTM") NO. 084478 TO ALLOW 15 SINGLE-FAMILY DWELLING UNITS INCLUDING A COMMON PARCEL FOR STREETS, UTILITIES, AND A PRIVATE PARK (CASE NO. PC-2024-0002-SPR/ZV/TTM) FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE.**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing to consider all matters presented at the public hearing, adopt Resolution No. 24-62 overturning the Planning Commission decision to deny PC-2024-0002-SPR/ZV/TTM and approving PC-2024-0002-SPR/ZV/TTM, which would become effective after City Council's findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 "Council decisions contrary to planning commission action;" or
2. Conduct a Public Hearing to consider all matters presented at the public hearing, and based on the entire record, adopt Resolution No. 24-61 upholding the Planning Commission decision to deny PC-2024-0002/SPR/ZV/TTM; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo recused herself from the discussion due to a conflict of interest related to the nearby property.

City Attorney Alvarez-Glasman provided an overview of the process of the hearing.

Victor Sanchez, the applicant's representative, noted that the applicant was present and gave a presentation on the project. The presentation covered site information, the site plan, home features, and a recap of the project's process with the City. One request from the previous hearing was for the applicant to conduct targeted community outreach. Victor explained that they addressed this request by focusing on four key strategies: holding one-on-one meetings with key stakeholders, sending a mailer highlighting the key components of the project to residents within 500 feet, conducting targeted door-to-door outreach within a 1,000-foot radius of the project, and organizing three town hall meetings. Additionally, Victor discussed the benefits of the 15-unit development, including addressing housing needs, ensuring alignment with City planning goals, and adding parking, green space, and design consistency to the community.

Mayor Melendez opened the Public Hearing at 7:52 p.m.

The City Clerk's Office acknowledged ten (10) members of the public wishing to address the City Council. The City Clerk's

office also received two (2) written comments in opposition to the project. Five (5) speakers spoke in support, and eight (8) speakers spoke in opposition. Speakers were provided three minutes to address the City Council and said speaker cards and comments are on file at the City Clerk's office.

Victor Sanchez responded to resident concerns, clarifying that the project is market-rate housing, not low-income. He explained that any new developer would face difficulty making changes, as they would have to go through the approval process again. Victor emphasized his role in community engagement, not as the realtor or developer, and confirmed that the development would pay impact fees. While acknowledging parking concerns, he noted the project meets parking standards. Regarding unit count, he explained the number wasn't changed to avoid allowing ADUs, which could increase units. He also mentioned that the bike lane was added as a buffer for pedestrians and driveways, apologizing for the delayed communication. Finally, he addressed the lot size, noting the lower density per capita provides more space.

Councilmember Alonzo inquired about Senate Bill 9 (SB 9) and the proposed 15 units, requesting clarification on the total units allowed under SB 9. Director Palombi explained that, under SB 9, the project would allow for 8 units with an administrative lot split. Victor Sanchez then asked about the subdivision process, to which Director Palombi clarified that any project involving more than 4 parcels would require a tentative tract map, which is discretionary. Councilmember Alonzo expressed concerns about the accuracy of the information being shared with the community. In response, Victor clarified that the information he provided was based on guidance from City staff and emphasized that the distinction being discussed was whether the process was discretionary or not.

Councilmember Romero echoed Councilmember Alonzo's concern and inquired about the possibility of building an ADU with the 15-unit proposed plan. Victor stated that with HOA restrictions it would limit the ability to do that.

Mayor Melendez thanked Victor Sanchez for his outreach efforts. Victor Sanchez then sought clarification regarding the discretionary process and lot subdivision. Director Palombi confirmed that subdivision of the lots would require going through the discretionary process and could not be done administratively. Mayor Melendez then expressed concerns about the integrity of the project.

Mayor Melendez closed the Public Hearing at 8:41 p.m.

Councilmember Alonzo motioned to uphold the Planning Commission decision, seconded by Councilmember Romero, to approve the item; the motion passed unanimously.

MOVED: Alonzo	SECONDED: Romero	APPROVED: 4-0-0-1
AYES: Romero, Peralta, Alonzo, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Tamayo		

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 pulled Item No 6.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, that Item No's. 5, 7-16, be approved; the motion passed unanimously.

5. **APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4286 AND 4287 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC AND MOHAWK CARPET DISTRIBUTION, LLC RESPECTIVELY TO PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4286, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 091423- TKN, to purchase and install upgraded workstations for Public Works and Human Resources for a total not-to-exceed amount of \$121,527; and
2. Approve Professional Services Agreement, No. 4287 with Mohawk Carpet Distribution, LLC utilizing Sourcewell Contract No. 061323-MCD to purchase and install flooring for segments of City Hall West for a total not-to-exceed amount of \$40,173; and
3. Authorize the City Manager to execute the agreements and approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$80,000 in Account No. 100-30-510-6083 (General Fund, Public Works, Government Building Maintenance, Furniture and Fixtures Purchases); and,
5. 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.

6. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF MONTEBELLO BOULEVARD STREET RESURFACING PROJECT (CP NO. 888) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for the Montebello Boulevard Street Resurfacing Project (CP No. 888); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

Councilmember Peralta requested more information regarding the project. Director Roldan provided additional details, explaining that the project would involve repaving streets, addressing potholes, and focusing on street beautification. Councilmember Peralta inquired if the project would be completed in phases, expressing concern about the existing detours, traffic congestion, and the time required for completion. Director Roldan responded that the contractor selected through the bidding process would provide the means and methods for the project, estimating a completion timeline of approximately six months. He assured that he was coordinating with the San Gabriel Valley COG and various departments to manage traffic and prioritize safety during the project. Councilmember Peralta then asked about the inclusion of native plants and flowers in the medians. Director Roldan confirmed that the plant palette had already been selected, but noted that they are always open to adding new species. He mentioned that this could be discussed further once the project is awarded, allowing for potential modifications.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

7. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF PLAZA DRIVE RESURFACING PROJECT (CP NO. 917) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for Plaza Drive Resurfacing Project (CP No. 917); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. 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.

8. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3822 WITH VERDANT LANDSCAPING, INC. TO EXPAND THE SCOPE OF SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3822 with Verdant Landscaping, Inc. to expand landscape maintenance services to include Catherine Hensel Ballpark, Golf Course Clubhouse, Hilton Garden Inn, Home2Suites, and Quiet Cannon; and
2. Establish the total not-to-exceed amount of the agreement as \$475,170 per year; and
3. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 3822; and
4. 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.

9. APPROVE AMENDMENT NO.2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3972 WITH SEBASTIAN WATERWORKS (DBA MR. ROOTER PLUMBING)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3972 between the City of Montebello and Sebastian Waterworks Inc., (dba Mr. Rooter Plumbing) for a One (1) Year Extension through June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; 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 passed unanimously.

10. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Extension to June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; 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 passed unanimously.

11. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension (through June 30, 2026); and
2. Authorize the City Manager to execute the Amendment on behalf of the City; 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 passed unanimously.

12. WAIVE THE SECOND READING AND ADOPT 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. Waive the Second Reading and Adopt 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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

13. **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3936 WITH A & A FLEET PAINTING, INC., TO EXTEND CITYWIDE VEHICLE PAINT AND BODY REPAIR SERVICES AND APPROVE PAYMENT TO A & A FLEET PAINTING, INC., FOR PAINT AND BODY REPAIR SERVICES COMPLETED**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3936 with A & A Fleet Painting Inc. (A & A Fleet), for a one-year (1-year) term, to extend vehicle paint and body repair services for a total not-to-exceed amount of \$175,000; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$68,741 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/ Expenses Vehicle Repair and Services); and,
4. Approve payment to A & A Fleet in the amount of \$28,741 for paint and body repairs completed; and
5. 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. **APPROVE AMENDMENT NO. 1 TO AGREEMENT NOS. 3988 AND 3989 WITH (I) FORD OF MONTEBELLO, INC. AND (II) MONTEBELLO AUTO GROUP LLC, AMENDMENT NO. 2 TO AGREEMENT NO. 3990 WITH SHAK ENTERPRISES, INC., FOR CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES, AND APPROVE PAYMENT TO FORD OF MONTEBELLO, INC., MONTEBELLO AUTO GROUP LLC, AND SHAK ENTERPRISES, INC., FOR REPAIR SERVICES COMPLETED**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement Nos. 3988 and 3989 with (i) Ford of Montebello, Inc. (Montebello Ford), and (ii) Montebello Auto Group LLC (Montebello Chevy) to provide citywide fleet vehicle maintenance and repair services, for an additional two-year (2-year) term and increase the total not-to-exceed amount to \$200,000 for the remainder of Fiscal Year 2024-25 and annually for the additional two years; and
2. Approve Amendment No. 2 to Agreement No. 3990 with Shak Enterprises, Inc (dba Montebello Tire Pros), to provide citywide fleet vehicle maintenance and repair services, for an additional 2-year term and increase the total not-to-exceed amount to \$200,000 for the remainder of FY 2024-25 and annually for the additional two years; and
3. Authorize the City Manager to execute the amendments on behalf of the City of Montebello; and
4. Amend the Fiscal Year 2024-25 adopted budget to increase appropriations by \$85,683 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services); and
5. Approve payment for repairs completed to Montebello Ford (\$33,977) and to Montebello Tire Pros (\$19,134); 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.

15. **APPROVAL OF MINUTES: JANUARY 29, 2025, CITY COUNCIL ADJOURNED MEETING; FEBRUARY 12, 2025, CITY COUNCIL MEETING; FEBRUARY 26, 2025, CITY COUNCIL MEETING; MARCH 12, 2025, 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. 25-22 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 26, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-22 approving the Warrant Register dated March 26, 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).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

1. I would like to make a statement regarding Women's History Month.

1. Councilmember Alonzo acknowledged the City staff during Women's History Month.

- **Salvador Melendez, Mayor**

1. Resolution regarding Armenian POWs held by Azerbaijan.

1. Consensus was received to adopt a resolution regarding Armenian prisoners of war held by Azerbaijan.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 9, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, March 23, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting at 8:55 p.m.

THE MINUTES OF MARCH 26, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 9TH DAY OF APRIL 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: 03-26-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** [REDACTED] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/26/25 **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.

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:** Drugs in So. Montebello

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LEVANI PROTERO **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:** Council Members

MEETING DATE: 3/26/25 **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. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Dallas **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH (Optional) 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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: 3/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Colleen Jousma

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Regarding truck traffic on Greenwood at 112 W Olympic Blvd

noise

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Valerie Piña **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. 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:** Casey Vincent

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mayra Acosta **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.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Briana Sotelo **PHONE:** _____ (Optional)

ADDRESS: South Montebello Resident (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. 4

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: EDMUND R. VELOZ **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.

4

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/26/25

TIME RECEIVED:

SPEAKER'S FULL NAME:

JORGE M. MARTINEZ

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

PRIVATE CITIZEN

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. #4

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: SACMAR PR

MEETING DATE: 3/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Bid/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. 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.** 4

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** Tacmar Dr

MEETING DATE: 3-26-27 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Giovanni Sengi **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. 14

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Amelia Nicklas

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. 4

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: JACMAR PROJEC

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: TOM UCH

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 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. But

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 3/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Rose VASQUEZ

PHONE [REDACTED]

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: #4

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. 4

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

MEETING DATE:

3-26-25

TIME RECEIVED:

SPEAKER'S FULL NAME:

Larry Salazar

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. 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. 4

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Daniel 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.

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.

4

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

3/26/25

TIME RECEIVED:

SPEAKER'S FULL NAME:

Brissa Sotelo

PHONE:

(Optional)

ADDRESS:

South Montebello Resident

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

March 26, 2025

Good evening, Linda Nicklas Co-Founder of MATCH90640

This evening I'm going to address Alonzo, FYI you are not having the fence built on Bluff Road, the funds were given to the city by Senator Archuleta after the then Mayor Cobos-Cawthorne spoke to him about the need the residents on Bluff Road had because of the homeless situation breaking into their homes. I previously gave you a picture of the \$935,000.00 check he presented to Mayor Cobos Cawthorne at the site where fence would be built.

You remind me of Scarlet patting herself and taking credit for businesses she had nothing to do with, such as Top Golf all she did was cut the ribbon.

Same for the Tesla dealership which will result in the largest sales revenue producing business in our city again the was former City Manager Bobadilla and Mayor Cobso-Cawthorne who by the way both own Tesla vehicles which Tesla was impress they support the brand.

As for streets being rpaired, again that was programed by the former city manager Bobdilla who obtained the funding to get all streets in the city repaired and grant

money would be used to not cost the city a dime from general fund.

As for the substation Councilwoman Jimenez begged over and over asking for a Police substation for the south in her District 5 and she was told by Scarlet a \$750,000.00 dog park was more important than the safety of residents in Angie's District. I do not refer to it as your District because if you and District four appointment had any integrity you both had allowed a special election so the residents votes would had chosen their Councilmembers. Unfortunately you both couldn't allow that to happen because neither of you would be sitting in those seats.

Don't get too comfortable in those seats, because when the courts charge Scarlet and Tamayo with Voter fraud which are chargeable offenses, you both will also be removed. FYI do not count on Glasman to defend you all, because he broke the law allowing two to be a quorum to take control of the council votes, again Voter Fraud.

We the residents are taking back our city and everything you four vote on will be reversed just watch. That will be our victory when you bums are charged along with your so called campaign manager aka wants be mob boss.

Thank you

03/26/2025

Dear Mayor and Council members,

We are writing to formally express our disapproval of the proposed home development project at 301 Jacmar Drive in Montebello currently under consideration. As concerned residents of our community, we believe it is essential to voice our opposition to this project, which has already been denied twice by the Planning Commission due to significant flaws and concerns.

The reasons for our disapproval are as follows:

1. **Negative Community Impact:** This development threatens to alter the character of our neighborhood, leading to increased traffic, noise, and a loss of the community atmosphere that we value. The potential disruption to our way of life cannot be overlooked.
2. **Environmental Concerns:** The proposed site raises serious environmental issues that have not been adequately addressed. The impact on local wildlife, green spaces, and overall ecological balance must be a priority in any development decision.
3. **Infrastructure Limitations:** Our existing infrastructure is already strained, and this development would exacerbate issues related to traffic congestion, water supply, and waste management. We must ensure that our community's infrastructure can support any new projects before moving forward.
4. **History of Denial:** The fact that this project has been denied twice by the Planning Commission underscores the serious concerns that have been raised. Approving a project that has not addressed these issues would undermine the integrity of our planning process and set a troubling precedent for future developments.

In light of these concerns, we strongly urge the Planning Commission to reject this proposal. It is vital that we prioritize the well-being of our community and uphold the standards that make our neighborhood a desirable place to live.

Thank you for your attention to this matter. We hope that the Council will take our concerns into account and ultimately decide against the approval of this flawed home development project.

Sincerely,

Sylvia Takeyama and Rosie Vasquez

Nevarez, Samantha

From: Guillen, Kimberly
Sent: Wednesday, March 26, 2025 7:49 AM
To: City Clerk
Subject: Fw: [External Email] The Jacmar Drive Project

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Teresa Hernandez <[REDACTED]>
Sent: Tuesday, March 25, 2025 11:24:28 PM
To: Guillen, Kimberly <[REDACTED]>
Subject: [External Email] The Jacmar Drive Project

External Sender - From: (Teresa Hernandez <[REDACTED]>)

This message came from outside your organization.

Dear Sir/Madam:

I my name is, Teresa Salgado Hernandez. I am a homeowner / resident at [REDACTED]
Montebello, CA., 90640,

I hereby, state that I AM OPPOSED TO THE NOTED PROJECT, The 301 JACMAR DRIVE PROJECT.

I was raised in the same home I currently reside in and attended Greenwood Elementary School, Montebello Junior High School and Montebello Senior High School. I also currently volunteer and teach classes at a local community center & senior center. In addition, I have taught various classes at the former Beverly Hospital.

I share this with you because I have seen extensive changes throughout the community of Montebello that are not benefitting the betterment and safety of Montebello Residents. The various changes have jeopardized the safety of our community. In particular, decreased available parking because of additional structures for housing; therefore NO parking near our homes. Montebello has forgone changes, and the 301 JACMAR DRIVE PROJECT is NOT an OPTIMUM CHANGE FOR THE COMMUNITY OF MONTEBELLO! It will change the small-town neighboring blocks, limit neighborhood parking and jeopardize the safety of the surrounding neighboring community. Thank you for your time and understanding these circumstances for the City of Montebello.

Sincerely,

Teresa S. Hernandez

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



ITEM # 25

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-23 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED APRIL 9, 2025**

RESOLUTION NO. 25-23
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.1591, consisting of 8 pages, and including:

Warrant No.

General: Check No. 606482 through 606650
ACH No. 8221 through 8294
Successor Agency No. 1531

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 09TH DAY OF APRIL 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-23

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. 25-23 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 09th day of April 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. 1591
From Payment Date 03/14/25 - To Payment Date 03/27/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8221	03/20/2025	\$340.33	SUPPLIES	3163	BANK OF AMERICA
8222	03/20/2025	\$4,532.83	SUPPLIES	3163	BANK OF AMERICA
8223	03/20/2025	\$453.12	TRAINING	3163	BANK OF AMERICA
8224	03/20/2025	\$1,941.58	SUPPLIES	3163	BANK OF AMERICA
8225	03/20/2025	\$745.10	TRAINING	3163	BANK OF AMERICA
8226	03/20/2025	\$19,523.78	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8227	03/20/2025	\$2,973.15	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
8228	03/20/2025	\$1,647.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8229	03/20/2025	\$1,296.55	SUPPLIES	62880	AMERICAN MARKER
8230	03/20/2025	\$90,342.84	CONTRACT SERVICES	4764	CALIFORNIA LANDSCAPE & DESIGN
8231	03/20/2025	\$51.95	SUPPLIES	70920	DECALS BY DESIGN INC
8232	03/20/2025	\$406.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
8233	03/20/2025	\$200.00	TRAVEL & MEETINGS	3123	NEIRA YESSIE GRANADOS
8234	03/20/2025	\$2,979.26	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8235	03/20/2025	\$3,000.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8236	03/20/2025	\$418.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
8237	03/20/2025	\$8,315.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8238	03/20/2025	\$216.01	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
8239	03/20/2025	\$3,572.10	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
8240	03/20/2025	\$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8241	03/20/2025	\$76,258.24	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8242	03/20/2025	\$19,737.00	CONTRACT SERVICES	24690	NEW FLYER AMERICA (USA) INC
8243	03/20/2025	\$1,026.43	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8244	03/20/2025	\$744.89	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8245	03/20/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
8246	03/20/2025	\$3,215.63	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
8247	03/20/2025	\$715.35	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8248	03/27/2025	\$4,224.03	SUPPLIES	3163	BANK OF AMERICA
8249	03/27/2025	\$1,205.27	TRAINING	3163	BANK OF AMERICA
8250	03/27/2025	\$4,738.06	SUPPLIES	3163	BANK OF AMERICA
8251	03/27/2025	\$5,992.37	TRAINING	3163	BANK OF AMERICA
8252	03/27/2025	\$3,185.53	SUPPLIES	3163	BANK OF AMERICA
8253	03/27/2025	\$685.50	TRAINING	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1591
From Payment Date 03/14/25 - To Payment Date 03/27/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8254	03/27/2025	\$4,419.03	SUPPLIES	3163	BANK OF AMERICA
8255	03/27/2025	\$250.00	CONTRACT SERVICES	3163	BANK OF AMERICA
8256	03/27/2025	\$123.83	SUPPLIES	3163	BANK OF AMERICA
8257	03/27/2025	\$1,623.16	SUPPLIES	3163	BANK OF AMERICA
8258	03/27/2025	\$457.17	SUPPLIES	3163	BANK OF AMERICA
8259	03/27/2025	\$738.82	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8260	03/27/2025	\$44.15	SUPPLIES	3163	BANK OF AMERICA
8261	03/27/2025	\$590.84	SUPPLIES	3163	BANK OF AMERICA
8262	03/27/2025	\$3,494.56	SUPPLIES	3163	BANK OF AMERICA
8263	03/27/2025	\$636,464.28	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8264	03/27/2025	\$11,915.10	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
8265	03/27/2025	\$3,765.00	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
8266	03/27/2025	\$33,429.62	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
8267	03/27/2025	\$51,862.86	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
8268	03/27/2025	\$3,323.04	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8269	03/27/2025	\$2,369.27	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8270	03/27/2025	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
8271	03/27/2025	\$129,527.06	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8272	03/27/2025	\$837.91	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8273	03/27/2025	\$15,211.25	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
8274	03/27/2025	\$4,989.20	SUPPLIES	4617	CDCE INC
8275	03/27/2025	\$1,084.86	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8276	03/27/2025	\$249.54	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
8277	03/27/2025	\$2,902.02	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8278	03/27/2025	\$213.35	SUPPLIES	70920	DECALS BY DESIGN INC
8279	03/27/2025	\$1,433.25	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
8280	03/27/2025	\$34,200.91	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8281	03/27/2025	\$60,003.92	CONTRACT SERVICES	371	FLO-SERVICES INC
8282	03/27/2025	\$15,561.60	CONTRACT SERVICES	2793	IBE DIGITAL
8283	03/27/2025	\$1,000.00	CONTRACT SERVICES	4479	KAT CONSULTING SERVICES LLC
8284	03/27/2025	\$225.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8285	03/27/2025	\$345.15	SUPPLIES	26670	LIFE-ASSIST INC
8286	03/27/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
8287	03/27/2025	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8288	03/27/2025	\$13,807.16	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES



City of Montebello
Register of Demands No. 1591
From Payment Date 03/14/25 - To Payment Date 03/27/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
8289	03/27/2025	\$828.55	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
8290	03/27/2025	\$1,767.34	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8291	03/27/2025	\$194.68	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8292	03/27/2025	\$357.21	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
8293	03/27/2025	\$45,411.04	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
8294	03/27/2025	\$445.50	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
		\$1,355,269.85			
606482	03/20/2025	\$3,355.55	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
606483	03/20/2025	\$67,620.00	CONTRACT SERVICES	4776	ADMINSURE INC
606484	03/20/2025	\$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
606485	03/20/2025	\$938,483.31	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNITCATIONS CONSTRUCTION, INC
606486	03/20/2025	\$250.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
606487	03/20/2025	\$304.19	UTILITY SERVICES	39550	AT&T
606488	03/20/2025	\$6,626.23	UTILITY SERVICES	39550	AT&T
606489	03/20/2025	\$41.67	UTILITY SERVICES	39550	AT&T
606490	03/20/2025	\$2,616.14	UTILITY SERVICES	1732	AT&T CORP
606491	03/20/2025	\$525.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
606492	03/20/2025	\$496.04	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
606493	03/20/2025	\$70.00	POLICE RELATED FEES	4941	ADAN PLACENCIA BARRETO
606494	03/20/2025	\$418.00	CONTRACT SERVICES	4898	LEROY BATES DBA GOLF JUNKYZ LLC
606495	03/20/2025	\$2,702.94	CONTRACT SERVICES	3913	BIDDLE CONSULTING GROUP, INC.
606496	03/20/2025	\$200.00	TRAVEL & MEETINGS	4118	LAMICIA BUTLER
606497	03/20/2025	\$372.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606498	03/20/2025	\$918.00	CONTRACT SERVICES	40850	MARIA E CASAS
606499	03/20/2025	\$1,100.00	CONTRACT SERVICES	3644	GRACE CHANG
606500	03/20/2025	\$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
606501	03/20/2025	\$2,067.33	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
606502	03/20/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
606503	03/20/2025	\$25.13	UTILITY SERVICES	36610	CITY OF PICO RIVERA
606504	03/20/2025	\$1,739.65	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
606505	03/20/2025	\$13,660.00	MACHINERY & EQUIPMENTS	69970	COMMLINE INC
606506	03/20/2025	\$1,380.00	CONTRACT SERVICES	4806	CSCDA COMMUNITY IMPROVEMENT AUTHORITY
606507	03/20/2025	\$1,095.34	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC



City of Montebello
Register of Demands No. 1591
From Payment Date 03/14/25 - To Payment Date 03/27/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
606508	03/20/2025	\$6,090.00	SUPPLIES	4938	DODGER TICKETS LLC
606509	03/20/2025	\$358.88	SUPPLIES	1799	E & E SPORTS PHOTOGRAPHY
606510	03/20/2025	\$70.00	POLICE RELATED FEES	4942	MANUEL ESTRADA
606511	03/20/2025	\$750.54	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606512	03/20/2025	\$36.33	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
606513	03/20/2025	\$1,298.92	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
606514	03/20/2025	\$8,227.24	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606515	03/20/2025	\$13,501.00	CONTRACT SERVICES	2827	FOUR STAR INVESTIGATIONS LLC
606516	03/20/2025	\$1,717.21	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
606517	03/20/2025	\$3.84	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
606518	03/20/2025	\$12,121.27	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
606519	03/20/2025	\$1,049.55	SUPPLIES	2059	HASA INC
606520	03/20/2025	\$70.00	POLICE RELATED FEES	4944	FIDEL A. HERNANDEZ PEREZ
606521	03/20/2025	\$13,400.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS DBA TRAVIS INVESTIGATIONS
606522	03/20/2025	\$899.00	CONTRACT SERVICES	3716	KOA CORPORATION
606523	03/20/2025	\$5,600.00	SUPPLIES	4939	LAFC STADIUMCO LLC
606524	03/20/2025	\$500.00	DUES & SUBSCRIPTIONS	56630	LOS ANGELES COUNTY POLICE CHIEFS ASSOCIATION
606525	03/20/2025	\$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
606526	03/20/2025	\$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
606527	03/20/2025	\$70.00	POLICE RELATED FEES	4946	TERESA MEDINACARACHEO
606528	03/20/2025	\$2,643.26	SUPPLIES	43370	MIRACLE PLAYGROUND SALES
606529	03/20/2025	\$520.00	CONTRACT SERVICES	1073	MONJARAS & WISMAYER GROUP INC
606530	03/20/2025	\$1,693.40	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
606531	03/20/2025	\$660.25	CONTRACT SERVICES	41180	MANUEL NUNEZ
606532	03/20/2025	\$2,169.23	VEHICLE MAINTENANCE/EXPENSES	70510	CSK AUTO INC
606533	03/20/2025	\$925.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
606534	03/20/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
606535	03/20/2025	\$208.42	VEHICLE MAINTENANCE/EXPENSES	832	FERNANDO PELAEZ
606536	03/20/2025	\$2,006.14	SUPPLIES	29420	PRO FORCE LAW ENFORCEMENT
606537	03/20/2025	\$150.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
606538	03/20/2025	\$13,788.00	CONTRACT SERVICES	3613	PYRO SPECTACULARS INC
606539	03/20/2025	\$70.00	POLICE RELATED FEES	4947	DAVID ALLAN RODERICK
606540	03/20/2025	\$326.54	TRAINING	4936	ERNESTO ROJAS
606541	03/20/2025	\$3,045.87	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
606542	03/20/2025	\$225.58	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO



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606543	03/20/2025	\$0.00	VOID	3907	SCRIBSOFT HOLDINGS, INC.
606544	03/20/2025	\$1,371.90	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
606545	03/20/2025	\$1,503.08	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
606546	03/20/2025	\$29,773.39	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606547	03/20/2025	\$390.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
606548	03/20/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
606549	03/20/2025	\$4,296.43	TRAVEL & MEETINGS	3866	THE HABIT RESTAURANTS LLC
606550	03/20/2025	\$29,553.72	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
606551	03/20/2025	\$1,423.97	SUPPLIES	3110	TOMAS ALVARADO
606552	03/20/2025	\$3,016.27	SUPPLIES	45120	ULINE INC
606553	03/20/2025	\$117.00	CONTRACT SERVICES	4943	UNET DANCE STUDIO LLC
606554	03/20/2025	\$3,151.22	UTILITY SERVICES	72570	US TELEPACIFIC CORP
606555	03/20/2025	\$1,049.20	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
606556	03/20/2025	\$250.00	GENERAL GOVERNMENT	4940	NORMA A VELASCO-ACEVES
606557	03/20/2025	\$70.00	POLICE RELATED FEES	4945	ALFRED A. VILLAS
606558	03/20/2025	\$115,084.05	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
606559	03/20/2025	\$695.10	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
606560	03/20/2025	\$650.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
606561	03/20/2025	\$1,320.75	SUPPLIES	67320	WINZER
606562	03/20/2025	\$6,651.82	SUPPLIES	26850	ZUMAR INDUSTRIES INC
606563	03/20/2025	\$1,059.81	CONTRACTORS	4882	ALL STAR BUILDERS INC
606564	03/20/2025	\$125.00	DUES & SUBSCRIPTIONS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
606565	03/20/2025	\$100.00	UNEARNED REVENUE	4949	EMILY R. SANCHEZ
606566	03/27/2025	\$775.00	CONTRACT SERVICES	1674	1st JON INC
606567	03/27/2025	\$23,509.00	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
606568	03/27/2025	\$3,825.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC
606569	03/27/2025	\$45,780.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
606570	03/27/2025	\$8,250.02	MACHINERY & EQUIPMENTS	3387	AMERICAN POWER SYSTEMS LLC
606571	03/27/2025	\$895.75	PREPAID EXPENSES	43590	THE AMERICAN SOCIETY OF COMPOSERS AUTHORS
606572	03/27/2025	\$2,253.05	UTILITY SERVICES	38380	AT&T
606573	03/27/2025	\$8,277.59	UTILITY SERVICES	39550	AT&T
606574	03/27/2025	\$61.16	UTILITY SERVICES	39550	AT&T
606575	03/27/2025	\$152.32	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
606576	03/27/2025	\$600.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
606577	03/27/2025	\$3,300.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLERS OFFICE



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606578	03/27/2025	\$702.02	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606579	03/27/2025	\$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606580	03/27/2025	\$729.92	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
606581	03/27/2025	\$5,376.54	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
606582	03/27/2025	\$225.54	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
606583	03/27/2025	\$224.26	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
606584	03/27/2025	\$4,218.36	SUPPLIES	4893	ELITE TRUCK BOXES LLC DBA ELITE TRUCK
606585	03/27/2025	\$24,870.16	SUPPLIES	4839	ETE FITNESS EQUIPMENT FV
606586	03/27/2025	\$4,081.71	SUPPLIES	1252	EVIDENT INC
606587	03/27/2025	\$103.19	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606588	03/27/2025	\$28,265.67	CONTRACT SERVICES	4953	F & G TOWING DBA HELMS & HILL
606589	03/27/2025	\$34,329.00	MACHINERY & EQUIPMENTS	4835	FASTER ASSET SOLUTIONS
606590	03/27/2025	\$11,433.20	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
606591	03/27/2025	\$215.74	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606592	03/27/2025	\$637.74	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
606593	03/27/2025	\$4,298.70	CONTRACT SERVICES	4738	G2 CONSTRUCTION INC
606594	03/27/2025	\$1,187.84	UNIFORM EXPENSE	55650	GALLS LLC
606595	03/27/2025	\$715.23	SUPPLIES	2059	HASA INC
606596	03/27/2025	\$2,663.38	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
606597	03/27/2025	\$1,638.17	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
606598	03/27/2025	\$1,680.00	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
606599	03/27/2025	\$13,100.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS DBA TRAVIS INVESTIGATIONS
606600	03/27/2025	\$315.00	CONTRACT SERVICES	4883	JK SEVA INC
606601	03/27/2025	\$3,313.87	SUPPLIES	4090	JONES & BARTLETT LEARNING LLC
606602	03/27/2025	\$942.81	SUPPLIES	4713	JUICED UP ATHLETICS
606603	03/27/2025	\$1,695.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
606604	03/27/2025	\$3,670.20	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
606605	03/27/2025	\$61,365.77	CONTRACT SERVICES	3716	KOA CORPORATION
606606	03/27/2025	\$1,314.56	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
606607	03/27/2025	\$1,465.02	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
606608	03/27/2025	\$195.00	CONTRACT SERVICES	41130	MIHM INC
606609	03/27/2025	\$1,964.11	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
606610	03/27/2025	\$65.00	TRAVEL & MEETINGS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
606611	03/27/2025	\$3,519.67	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
606612	03/27/2025	\$1,312.10	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC



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606613	03/27/2025	\$375.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
606614	03/27/2025	\$2,045.08	SUPPLIES	15620	OFFICE DEPOT INC
606615	03/27/2025	\$4,200.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
606616	03/27/2025	\$345.00	CONTRACT SERVICES	4524	PACIFIC LIFT AND EQUIPMEMNT CO INC
606617	03/27/2025	\$3,800.00	CONTRACT SERVICES	4790	PIONEER PRODUCTION SERVICES LLC
606618	03/27/2025	\$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
606619	03/27/2025	\$1,946.08	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
606620	03/27/2025	\$573.78	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
606621	03/27/2025	\$32,553.06	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
606622	03/27/2025	\$2,037.16	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
606623	03/27/2025	\$856.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
606624	03/27/2025	\$12,254.53	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
606625	03/27/2025	\$2,937.11	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606626	03/27/2025	\$160,456.23	MACHINERY & EQUIPMENTS	4916	SEA-WESTERN INC
606627	03/27/2025	\$1,411.52	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
606628	03/27/2025	\$1,623.12	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
606629	03/27/2025	\$16.60	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
606630	03/27/2025	\$541.04	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
606631	03/27/2025	\$18,589.77	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606632	03/27/2025	\$26,983.30	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
606633	03/27/2025	\$11,092.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
606634	03/27/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
606635	03/27/2025	\$2,775.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606636	03/27/2025	\$31,421.30	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
606637	03/27/2025	\$11,891.00	IMPROVEMENTS OTHER THAN BUILDING	1639	TRANSTECH ENGINEERS INC
606638	03/27/2025	\$49,015.80	CONTRACT SERVICES	20070	UC REGENTS
606639	03/27/2025	\$9,331.93	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
606640	03/27/2025	\$53,790.52	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
606641	03/27/2025	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
606642	03/27/2025	\$5,264.74	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
606643	03/27/2025	\$1,459.95	MACHINERY & EQUIPMENTS	3999	VRC COMPANIES LLC
606644	03/27/2025	\$171.14	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
606645	03/27/2025	\$13,600.00	MACHINERY & EQUIPMENTS	4878	WASTE EQUIPMENT SALES AND SERVICE INC
606646	03/27/2025	\$815.02	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
606647	03/27/2025	\$5,402.00	CONTRACT SERVICES	3858	WEATHERBY PARENT, LLC



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606648	03/27/2025	\$3,256.39	CONTRACT SERVICES	2905	ZUTRA WATER
606649	03/27/2025	\$450.00	CONTRACT SERVICES	4715	ERENDIRA MORA
606650	03/27/2025	\$103.00	CONTRACT SERVICES	4950	PERMITIUM LLC
TOTAL		\$2,157,960.04			
Successor Agency					
1531	03/27/2025	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
TOTAL		\$2,255.00			
GRAND TOTAL		\$3,515,484.89			



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 - May

May 14th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Asian Pacific Heritage Month	Presentation	Public Affairs	David S.
	National Pet Month	Presentation	Public Affairs	David S.
	Mental Health Month	Presentation	Public Affairs	David S.
	National Poppy Day	Presentation	Public Affairs	David S.
	National Bike Month	Presentation	Public Affairs	David S.
	Motorcycle Safety Awareness Month	Presentation	Public Affairs	David S.
	National Military Appreciation Month	Presentation	Public Affairs	David S.
	Executive Director Hector De La Torre from Gateway COG	Presentation	Public Affairs	David S.
	Adopt AI/CONPLAN/AAP/CPP	Public Hearing	Planning	Joe P.
	Government Policy Platform and Implementation	Consent	Admin	Angelica P.
	Second Reading and Adoption of Ordinance No. 2482 Adding Chapter 12.27 - "Public Dog Park Facilities" and amending Chapter 12.24 - "Conduct in Public Parks" - Of Title 12 of the Montebello Municipal Code	Consent	Public Affairs	David S.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.