

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, MARCH 11, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
Danilo Batson
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 2. ROLL CALL: City Clerk I. Barajas**

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION - 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)
One matter

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 901 Via San Clemente
Agency: Rene Bobadilla
Negotiating Parties: Kix Soccer
Under negotiation: Terms of payment or price

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

REGULAR SESSION – 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATIONS:

a. INTRODUCTION OF NEW POLICE OFFICERS

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

10. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 11. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

12. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 13. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No. 14 any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

14. FISCAL YEAR 2019-20 MID-YEAR BUDGET UPDATE

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a resolution updating the salary schedule and citywide authorized positions list; and,
- 2) Receive and file this report and the accompanying presentation.

CONSENT MATTERS (15-19)

15. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3066 FOR CITY ENGINEERING SERVICES WITH INFRASTRUCTURE ENGINEERS FOR MONTH-TO-MONTH SERVICES

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the Fourth Amendment to the Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute on the City's behalf the Fourth Amendment allowing for month-to-month service extension of the Agreement.

16. REQUEST FOR SERVICES (RFS) FOR ENGINEERING AND DESIGN SERVICES FOR FISCAL YEAR 2019-20 CAPITAL IMPROVEMENT PROGRAM (CIP)

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve Amendment No. 4 Authorize the City Manager to Execute on the City be two (2) Requests for Services from Infrastructure Engineers, under Agreement No. 3066, for design and engineering services related to the proposed street improvement projects at Carmelita Avenue, Minson Way, Jacmar Drive, East Allston Street, Medford Way, Kensington Way and Mills Street.
- 2) Authorize the City Manager to execute the Request for Services on behalf of the City.

17. REQUEST FOR PROPOSALS (RFP) FOR EMPLOYEE SCREENING AND OCCUPATIONAL HEALTH SERVICES

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council authorize City Staff to issue a Request for Proposals (RFP) for Employee Screening and Occupational Health Services.

18. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MARCH 11, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed resolution approving the Warrant Register dated March 11, 2020.

19. APPROVAL OF MINUTES: DECEMBER 18, 2019, JANUARY 8 AND JANUARY 22, AND FEBRUARY 3, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Approve minutes as written.

20. PUBLIC ORALS – IF NEEDED

21. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

22. COUNCILMEMBER TORRES

- a. Second request for town hall regarding Montebello Boulevard projects including Montebello Hills Specific Plan, Taylor Ranch, and road improvements
- b. Ideas for allocating funds from Measure H e.g. 4th of July fireworks, Centennial celebration, replenishing emergency reserves, ongoing road maintenance, limited bonding
- c. Establish a plan for ongoing road maintenance

23. COUNCILMEMBER HADJINIAN

None.

24. MAYOR PRO TEM COBOS-CAWTHORNE

- a. Neighborhood Watch meeting on March 17 at the Senior Center at 6:30p.m.
- b. Measure H

25. COUNCILMEMBER JIMENEZ

None.

26. MAYOR MELENDEZ

None.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Michael Solorza, Director of Finance
SUBJECT: Fiscal Year 2019-20 Mid-Year Budget Update
DATE: March 11, 2020

RECOMMENDATION

It is recommended that the City Council

- 1) Approve a resolution updating the salary schedule and citywide authorized positions list; and,
- 2) Receive and file this report and the accompanying presentation.

BACKGROUND

The City Council adopted the budget on June 26, 2019, providing appropriations for all operations as well as for various capital projects. This report provides a mid-year update on the status of the General Fund budget, as well as a progress report on specific infrastructure improvement projects. The updated revenue and expenditure projections provide a forecast based on seven months of data (i.e., through January 31, 2020). This mid-year report will also serve as a guide for beginning the Fiscal Year 2020-21 budget development process.

The General Fund budget was adopted with a total deficit of \$2,840,481 (See Attachment 1), inclusive of operating and non-operating (i.e., transfers in and out) revenues and expenditures. Since adoption in June 2019, there have been numerous amendments to the budget, increasing total General Fund expenditure appropriations by \$6,502,000 (from \$54.187 million to \$60.689 million). The majority of this budget increase is to recognize the former Redevelopment Agency bond funding, which is being utilized for upgrades at Taylor Ranch Park and much needed facilities repairs at City Hall and Police headquarters. The bond funding accounts for a budget amendment (i.e., increase) of \$4,656,533 in General Fund appropriations.

Updating projections to reflect projected expenditures and budget amendments the budget deficit is projected at \$4,832,000, an increase of \$1,992,000 (see table below). The increase is primarily due to City Hall and related City facilities repair projects,

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increases in salary and benefit expenses due to the filling of vacancies and recently approved Memorandum of Understanding (MOU) with labor groups, and additional professional services and other maintenance and operations expenditures. It should be noted that the increase to the budget deficit includes several one-time expenditures related to capital projects and legal charges, which will be discussed later in this report.

The table below provides a summary of General Fund prior year actuals, adopted and amended budget for FY 2019-20, and projected actuals for the current fiscal year.

	FY 18-19 Actuals	FY 19-20 Adopted Budget	FY 19-20 Amended Budget	FY 19-20 YTD (January)	FY 19-20 Estimated Actuals
Total Operating Revenues	46,895,109	45,457,413	45,457,413	24,600,043	45,828,332
Transfers In	8,306,399	5,888,806	5,888,806	1,961,926	5,554,019
Total General Fund Revenues	55,201,508	51,346,219	51,346,219	26,561,969	51,382,351
Total Operating Expenditures	48,085,832	51,710,105	52,797,105	29,466,234	52,912,200
Capital Improvement Projects	1,965,325	12,118	5,427,064	1,000,380	1,793,947
Debt Service	1,505,329	1,501,864	1,501,864	1,309,926	1,501,864
Transfers Out to Other Funds	778,644	962,613	962,613	-	6,443
Total General Fund Expenditures	52,335,129	54,186,700	60,688,646	31,776,540	56,214,454
Surplus / (Deficit)	2,866,379	(2,840,481)	(9,342,427)	(5,214,571)	(4,832,103)

The following sections present a detailed analysis of the updated General Fund forecast, including explanations of one-time expenditures, changes to forecasted revenues, descriptions of operating expenses impacted by recent MOU approvals, and an update on capital projects.

ANALYSIS

Montebello receives General Fund operating revenue from various sources: Property and Sales Tax, Licenses and Permits, Charges for Services, etc. In addition, there are non-operating revenues that are recorded as Transfers In that support operations. The largest Transfer In is from the Retirement Fund, utilizing Property Tax Override revenue to pay for ongoing retirement costs (i.e., Public Employee Retirement Service, CalPERS). The paragraphs below provide details on the largest sources of revenue, including the rationale for the updated forecasts.

The City provides a full-range of services to its residents: Police and Fire services, facilities maintenance, parks and recreation programming, and a host of internal services such as recruitment, information technology and accounting. In addition, there are capital projects and debt service for which the General Fund is responsible. Details on the expenditure forecasts will be provided below, highlighting some of the largest variances as well as providing an update on various capital projects and other one-time expenses.

General Fund Revenue

The table below provides a snapshot of the various General Fund operating and selected non-operating revenue categories. Included are prior year actuals, adopted and amended budget, and forecasted actuals for FY 2019-20. Using data through January, 2020, General fund revenue is projected to be approximately \$36,000 higher than

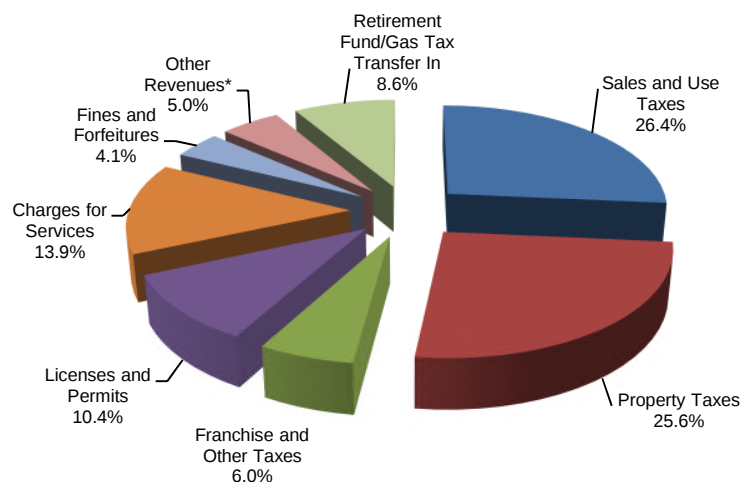
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originally forecasted when the budget was adopted in June 2019. As shown below, several categories are performing better (e.g., sales and use taxes, fines and forfeitures), while other revenue streams are off (e.g., property taxes, licenses and permits). In the following paragraphs, the major variances will be discussed.

	FY 18-19 Actuals	FY 19-20 Adopted Budget	FY 19-20 Amended Budget	FY 19-20 YTD (January)	FY 19-20 Estimated Actuals	Variance
Sales and Use Taxes	14,031,972	13,146,732	13,146,732	7,695,704	13,616,000	(469,268)
Property Taxes	12,191,978	12,740,406	12,740,406	6,322,772	12,301,657	438,749
Franchise and Other Taxes	2,838,574	2,973,385	2,973,385	1,204,204	2,978,957	(5,572)
Licenses and Permits	4,905,323	5,149,761	5,149,761	2,770,922	5,006,600	143,161
Cannabis Fees	1,326,160	-	-	200,650	200,650	(200,650)
Charges for Services	6,657,595	6,914,613	6,914,613	3,463,120	6,728,972	185,641
Fines and Forfeitures	2,165,922	2,023,693	2,023,693	1,588,334	2,382,500	(358,807)
Other Revenues*	2,777,585	2,508,823	2,508,823	1,354,337	2,612,996	(104,173)
Retirement Fund/Gas Tax Transfer In	5,058,437	4,258,640	4,258,640	1,961,926	3,923,853	334,787
	51,953,546	49,716,053	49,716,053	26,561,969	49,752,185	(36,132)

*Includes investment income, administrative overhead cost recovery and other miscellaneous revenue.

The graph below shows each of the City's major sources of revenue as a percentage of total General Fund revenue (using the adopted budget). As the pie chart indicates, more than half of that revenue comes from two sources: Sales and Use Taxes and Property Tax (52.1%). The "Retirement Fund / Gas Tax Transfer In" revenue source is counted as operating revenue for illustrative purposes in this report. This transfer in (non-operating revenue), accounts for the use of Retirement Fund revenue for retirement expenses, and Gas Tax revenue for street maintenance related expenses.



*Includes investment income, administrative overhead cost recovery and other miscellaneous revenue.

Sales Tax. The largest single source of revenue for the General Fund is sales and use taxes (26.4% of operating revenue). The City utilizes a third party consultant – HdL Companies – to assist with revenue forecasts. Staff met with HdL and is using these updated forecasts for this mid-year update. Sales and Use Tax revenue is forecast to be \$469,000 higher than budgeted. This is despite the fact that there is a large negative re-

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allocation of previously received sales tax due to a filing mistake by a retailer. The California Department of Tax and Fee Administration (CDTFA) has corrected this error, which is resulting in a large negative adjustment to the City's current year sales tax allocation.

The City is continuing to receive revenue from the Monterey Park Marketplace project. As part of an agreement between Montebello and Monterey Park, certain amounts of sales tax from specified retail operations will be shared with Montebello. Staff is projecting higher revenue from this source – approximately \$190,000 – and is working closely with Monterey Park's Finance Department to ensure this revenue is received quarterly as per the agreement.

The City is also seeing additional revenue from the County Sales Tax Pools. This revenue accrues mostly from online sales. Montebello receives a share of the sales and use tax revenue allocated to the County of Los Angeles pool. The recent *South Dakota v Wayfair* Supreme Court decision (2018) is also increasing the amount of sales and use tax collected and remitted to the County pools. Overall, the City is anticipating receipt of an additional \$134,000 in revenue from the pools.

It should be noted that FY 2019-20 Sales and Use Tax revenue is projected to be lower than FY 2018-19. This is due to the fact that the CDTFA was still making adjustments to local agency allocations based on problems with their software during FY 2018-19. Revenue from last fiscal year includes prior year allocations that were not received in time to accrue to the proper fiscal year. These issues appear to have been rectified by the State, but Staff will continue working closely with HdL Companies to ensure accurate allocations going forward.

Property Tax. The next largest source of General Fund revenue is property tax, accounting for 25.6% of total operating revenue. The City of Montebello receives less than ten cents of every property tax dollar paid by residents (\$.0986). The majority of the remaining property tax dollar goes to the County of Los Angeles, Montebello School District, and other county special districts.

Property Tax revenue is forecasted to be \$439,000 lower than originally budgeted, with the primary reason being the projected drop in residual property tax revenue. Overall, assessed value in the City increased 5.6% from the prior year. The median home price in Montebello is \$550,000, the same amount as 2006, prior to the Great Recession and the drop in the real estate market throughout the State. The trend over the past seven years has been a steady increase in median home values in the City, amid steady sales averaging 231 detached single family residential homes per year. Non-residual property tax revenue is projected to be \$166,000 higher than budgeted. However, residual revenue from the former Redevelopment Agency project areas is down by \$605,000

Montebello receives residual property tax as part of the "waterfall" of funds post-Redevelopment dissolution. This source of revenue can be difficult to project, as residual revenue is the last portion of the waterfall and depends on numerous factors such as the number and dollar amount of enforceable obligations approved by the State for the Successor Agency. There were several additional enforceable obligations on the 19-20

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Recognized Obligation Payment Schedule (ROPS) that were not on previous ROPS. Hence, there is less “left-over” property tax to be distributed as residual revenue. The FY 2019-20 adopted budget included a higher projection of residual revenue based on prior years’ ROPS and residual revenue trends. Staff is working with the Los Angeles County Auditor-Controller on updating FY 2019-20 residual property tax forecasts, and more details will be available in April.

Licenses and Permits. The City recently engaged the services of a third party alarm service vendor to assist with alarm permit renewals and false alarm billing. It is projected that through these services, revenue will be approximately \$150,000, compared with a FY 2019-20 budget of \$100,000.

Oil well tax revenue is forecast to be approximately \$344,000 less than budgeted. The primary reason for this is the recent drop in oil prices coupled with a slow-down in production. Both of these trends – lower per barrel amount and reduced production – are in line with larger economic forces impacting energy companies due to projected slowdowns in the economy. Staff will continue monitoring this volatile source of revenue and will make adjustments as necessary as part of the FY 2020-21 budget development process.

Fines and Forfeitures. The City receives revenue from moving violations and parking citations. Vehicle Code Fines revenue is projected to be \$494,000 higher than budgeted. This is primarily due to having two motor officers on duty in the current fiscal year, which the City did not have previously. In general, there are more police officers on patrol, which leads to additional vehicle code citations. The City also has photo red light cameras, which brings in additional revenue.

Parking citations revenue is projected to be down \$148,000 due to vacancies in parking enforcement. The goal is to fill these vacancies by the end of April, which will increase enforcement and potentially improve revenue received from parking citations.

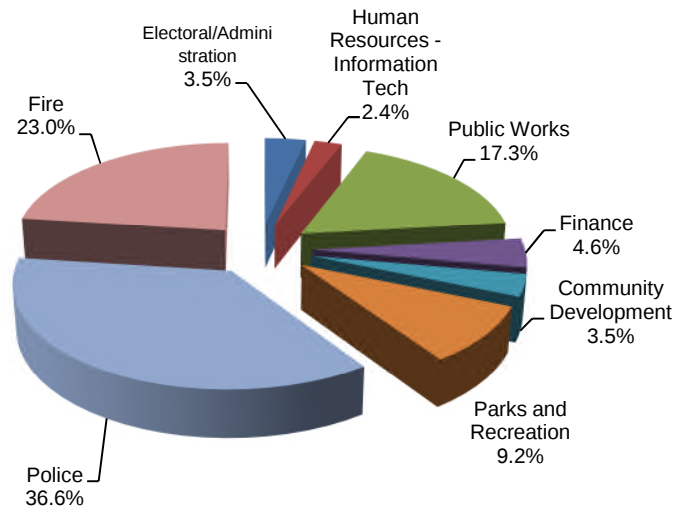
Other Revenue. In addition to the revenue sources discussed above, the City’s investment revenue is higher than originally budgeted. Interest rates with the State’s Local Agency Investment Fund (LAIF) had been trending higher than last year. This has lead to an increase in projected revenue of approximately \$63,000. However, recent changes to the market due to fears of a COVID-19 related worldwide economic slowdown will push interest rates lower and may impact overall interest earnings on the City’s pooled cash.

General Fund Expenditures

The City of Montebello provides a full range of services to residents and visitors: Police, Fire, parks and recreation, street and parks maintenance, building and planning permits, engineering and inspections, human resources, accounting, treasury, and other functions. In addition, there are non-General Fund services such as Transit, and capital improvement projects funded by Gas Tax, Federal grants and Los Angeles County Metropolitan Transportation Authority (Metro) local return funds (e.g., Measure M, Measure R). The graph below shows the relative percentage that each service

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area/department comprises of the General Fund adopted budget. Police and Fire services are the largest component of the General Fund: together accounting for 59.6% of appropriations.



The General Fund budget has been amended several times during the 2019-20 fiscal year, increasing total adopted appropriations by \$6,502,000 (inclusive of operating and non-operating expenditures). The largest budget amendment was \$4,657,000, related to the former Redevelopment Agency bond funds being utilized for City Hall and Police headquarters facilities repairs and the Taylor Ranch park project.

These are capital improvement projects utilizing approved bond funds. This bond funding was received and recognized in the General Fund in FY 2017-18. Therefore, while expenditures utilizing these funds are being recognized in the current fiscal year, General Fund reserves were increased by \$4.6 million in unused bond revenue in FY 2017-18.

The table below shows the General Fund adopted and amended operating budgets (without Transfers Out) by department. The paragraphs following provide an update on projected expenditures vs. the adopted budget, focusing on the major areas of variance.

	FY 18-19 Actuals	FY 19-20 Adopted Budget	FY 19-20 Amended Budget	FY 19-20 YTD (January)	FY 19-20 Estimated Actuals	Variance
Electoral	497,039	472,886	602,886	177,982	584,202	18,684
City Attorney	837,046	500,000	500,000	457,444	914,888	(414,888)
Administration	1,275,280	851,552	876,552	565,306	991,336	(114,784)
Human Resources - Information Technology	866,144	1,234,517	1,231,517	696,464	1,216,645	14,872
Public Works	7,871,531	8,946,744	8,996,744	4,936,777	8,742,609	254,135
Finance	2,025,854	2,364,003	2,364,003	1,305,047	2,132,632	231,371
Community Development	2,029,591	1,784,894	1,969,894	1,010,844	1,896,803	73,091
Parks and Recreation	3,234,075	4,741,296	5,456,296	2,407,933	4,506,428	949,868
Police	16,985,202	18,905,959	18,890,959	10,426,807	18,850,591	40,368
Fire	12,464,070	11,908,253	11,908,253	7,481,631	13,616,066	(1,707,813)
	48,085,832	51,710,105	52,797,105	29,466,234	53,452,200	(655,095)

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It is important to note that there are several new initiatives and projects occurring in FY 2019-20 that were not envisioned when the budget was developed and adopted in June 2019. With the recent change in management, there has been a complete review of the organization, its operations and infrastructure and staffing needs. This reassessment has focused on performing much needed and long deferred maintenance at City facilities. In addition, there are one-time expenses such as Los Angeles County Registrar of Voters election costs and City Attorney legal fees due to the settlement of several outstanding issues, lawsuits and claims. Also, vacancies in key areas across the organization have been filled. These impacts on the budget are described below, indicating where Departments' initially adopted budget for FY 2019-20 did not fully envision the true needs of the department or where unplanned expenditures are required for new initiatives.

Salaries and Benefits. Each department has been tasked with reviewing its organization and staffing structure in an effort to better align staffing levels with actual needs. Several departments have filled long-vacant positions as part of this organizational review. In addition, several Memoranda of Understanding (MOU) were recently approved, providing salary and benefit adjustments to employees. Due to the timing of negotiations, some salary increases agreed upon were not included in the adopted budget. The largest impact to the budget – higher salary expenditures than initially budgeted – can be seen in both the Police and Fire Departments, due to the finalization of MOU negotiations not occurring until after budget adoption (i.e., June and October, 2019).

The Fire Department – having recently lost a large number of firefighters to other agencies – has been quickly filling these vacancies. The recruitments are progressing faster than anticipated, which has led to additional projected salary and benefit expenditures in FY 2019-20 than originally budgeted. The filling of vacancies is coupled with the fact that the approved MOU salary increases were not included in the Fire Department adopted budget. Fire Department salaries – inclusive of regular salaries and overtime – are projected to be \$1,264,000 higher than the adopted budget. Retirement costs are projected to be an additional \$133,000 over budget, which accounts for the majority of the projected over budget amount for Fire of \$1,708,000.

Other Departments also filled crucial vacancies, leading to higher forecasted expenditures. Human Resources and Information Technology added a Risk Manager and a Sr. Human Resources Analyst. These positions provide the Department with additional resources to manage liability and workers compensation claims, as well as assist with recruitments. Parks and Recreation, in an effort to address the large back log of facilities related capital projects, added several positions that were not originally anticipated when the FY 2019-20 budget was adopted. There are also higher part-time expenditures in Parks and Recreation due to the increase in the State's minimum wage. The FY 2020-21 budget will be built utilizing updated vacancy and salary information, providing for a more accurate budget across all departments.

Maintenance and Operations. This category accounts for supplies, professional services, equipment, printing services, utilities and related expenditures. As with staffing, Departments have carefully reviewed their operations and have needed to increase expenditures in various areas. There are also several one-time expenditures that are not anticipated to continue into next fiscal year.

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For example, there are additional election costs with the City's use tax item on the March ballot (Measure H). The Los Angeles County Registrar of Voters projects the March 3 election will cost Montebello \$150,000. The County will provide an actual invoice once the election is completed, but Staff believes this is an accurate and conservative forecast.

The City Attorney's budget is projected to be \$415,000 higher than budgeted. However, this is primarily due to legal work related to a recent settlement of a long-standing lawsuit. These are one-time expenditures and it is not anticipated there will be similar expenses in FY 2020-21.

The Fire Department is also purchasing new turn-outs for each of its firefighters. Currently, firefighters do not have a required second set of turn-outs. This additional one-time expenditure is approximately \$140,000, provides for a significant portion of the Department's \$300,000 in additional expenditures in this category.

Capital Projects. As discussed above, there have been several General Fund budget amendments in FY 2019-20 that account for capital improvement projects. While these projects have increased forecasted expenditures for the General Fund, they are one-time in nature and do not represent ongoing operating expenses. In addition, the largest capital projects – repairs and upgrades at City Hall and Police headquarters and improvements at Taylor Ranch Park – utilize former Redevelopment Agency bond funding. This funding was recorded as General Fund revenue in FY 2017-18, increasing reserves by approximately \$4.8 million.

There is \$1,854,000 of the \$4.8 million committed to Taylor Ranch Park green space renovations. In addition, the bond funding will provide funding for a new roof and HVAC at City Hall and HVAC replacement at the Police Department (approximately \$2,300,000). There are also projects to upgrade technology throughout City Hall, as well as repair and renovate various offices throughout City Hall to meet ADA requirements and improve functionality. There are other projects planned which will improve energy efficiency at City facilities. These energy efficiency projects will lower utility and labor costs, providing for long-term savings.

FISCAL IMPACT

Total General Fund revenue – operating and non-operating – is projected to be \$51,382,000, an increase of \$36,000 over the adopted budget. Total General Fund expenditures – operating and non-operating – are projected to be \$56,214,000, a \$2,028,000 increase over the adopted budget. The FY 2019-20 adopted budget projected a deficit of \$2,840,000. The updated mid-year projection shows a \$4,832,000 deficit, an increase of \$1,992,000.

The majority of this increase to the projected deficit is from one-time expenditures related to City Hall and Police Department facility repairs, Taylor Ranch Park renovations, City Attorney legal costs for settling several long-term claims and lawsuits, and the March 3 election (Los Angeles County Registrar of Voters costs). In addition, the impacts of new MOUs for the Police and Fire employee associations are being realized as provisions were not incorporated with the adopted budget due to the timing

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of MOU approval (June and October). The Fire Department has also filled several vacant firefighter positions more quickly than anticipated.

Staff has begun the FY 2020-21 budget development process, with a focus on right-sizing the General Fund budget to better align ongoing revenues with ongoing expenditures. The ultimate goal is to build a sustainably balanced budget that continues to provide essential services to Montebello's residents. Staff will provide updates to the City Council throughout budget development, culminating in the presentation of a citywide budget in June, 2020.

ATTACHMENTS

1. Mid-year Fiscal Year 2019-20 Finance Report, Revenue and Expenditure Summary
2. Resolution Adopting the Compensation Plan and Updating the Table of Organization (Position Listing)
3. Master Position Control, Updated



CITY OF MONTEBELLO

FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
GENERAL FUND						
REVENUES						
Sales and Use Taxes	\$ 14,031,972	\$ 13,146,732	\$ 13,146,732	\$ 7,695,704	58.5%	\$ 13,616,000
Property Taxes	\$ 4,547,513	\$ 4,743,669	\$ 4,743,669	\$ 2,537,319	53.5%	\$ 4,837,300
Property Tax in Lieu of VLF	\$ 6,515,566	\$ 6,772,609	\$ 6,772,609	\$ 3,424,278	50.6%	\$ 6,845,200
Property Tax Residual	\$ 1,128,899	\$ 1,224,128	\$ 1,224,128	\$ 361,175	29.5%	\$ 619,157
Franchise Taxes	\$ 2,224,088	\$ 2,315,184	\$ 2,315,184	\$ 772,469	33.4%	\$ 2,238,841
Other Taxes	\$ 614,486	\$ 658,201	\$ 658,201	\$ 431,735	65.6%	\$ 740,116
Licenses and Permits	\$ 4,905,323	\$ 5,149,761	\$ 5,149,761	\$ 2,770,922	53.8%	\$ 5,006,600
Cannabis Fees	\$ 1,326,160	\$ -	\$ -	\$ 200,650		\$ 200,650
Charges for Services	\$ 6,657,595	\$ 6,914,613	\$ 6,914,613	\$ 3,463,120	50.1%	\$ 6,728,972
Fines & Forfeitures	\$ 2,165,922	\$ 2,023,693	\$ 2,023,693	\$ 1,588,334	78.5%	\$ 2,382,500
Investment Income	\$ 162,487	\$ 179,506	\$ 179,506	\$ 154,241	85.9%	\$ 280,758
Other Revenues	\$ 728,696	\$ 223,200	\$ 223,200	\$ 258,551	115.8%	\$ 445,836
Interfund Revenues	\$ 1,886,402	\$ 2,106,117	\$ 2,106,117	\$ 941,545	44.7%	\$ 1,886,402
Transfer In from Gas Tax & Retirement Fund	\$ 5,058,437	\$ 4,258,640	\$ 4,258,640	\$ 1,961,926	46.1%	\$ 3,923,853
SUBTOTAL REVENUES	\$ 51,953,546	\$ 49,716,053	\$ 49,716,053	\$ 26,561,969	53.4%	\$ 49,752,185
One-time Revenues	\$ 1,547,962					
One-time Transfers in from other funds	\$ 1,700,000	\$ 1,630,166	\$ 1,630,166	\$ -		\$ 1,630,166
Subtotal of One-time funds	\$ 3,247,962	\$ 1,630,166	\$ 1,630,166	\$ -		\$ 1,630,166
TOTAL GENERAL FUND REVENUES	\$ 55,201,508	\$ 51,346,219	\$ 51,346,219	\$ 26,561,969	51.7%	\$ 51,382,351
EXPENDITURES						
Department 10 - Electoral						
Salaries and Wages	\$ 90,685	\$ 89,940	\$ 89,940	\$ 50,639	56.3%	\$ 87,774
Payroll Benefits	\$ 69,410	\$ 85,460	\$ 85,460	\$ 46,139	54.0%	\$ 85,512
Retirement	\$ 8,030	\$ 10,262	\$ 10,262	\$ 4,272	41.6%	\$ 7,660
Maintenance and Operations	\$ 328,321	\$ 286,132	\$ 416,132	\$ 76,210	18.3%	\$ 301,523
Other Post Employment Benefits	\$ 593	\$ 1,092	\$ 1,092	\$ 722	66.1%	\$ 1,733
Department 10 - Electoral Totals	\$ 497,039	\$ 472,886	\$ 602,886	\$ 177,982	29.5%	\$ 484,202
Department 15 - City Attorney						
Maintenance and Operations	\$ 837,046	\$ 500,000	\$ 500,000	\$ 457,444	91.5%	\$ 914,888
Department 15 - City Attorney Totals	\$ 837,046	\$ 500,000	\$ 500,000	\$ 457,444	91.5%	\$ 914,888
Department 20 - Administration						
Salaries and Wages	\$ 826,174	\$ 516,073	\$ 509,873	\$ 311,688	61.1%	\$ 540,260
Payroll Benefits	\$ 69,967	\$ 108,899	\$ 106,899	\$ 76,099	71.2%	\$ 138,300
Retirement	\$ 48,750	\$ 65,428	\$ 65,428	\$ 56,162	85.8%	\$ 100,704
Maintenance and Operations	\$ 312,159	\$ 140,744	\$ 173,944	\$ 110,667	63.6%	\$ 189,219
Other Post Employment Benefits	\$ 18,229	\$ 20,408	\$ 20,408	\$ 10,689	52.4%	\$ 22,854
Department 20 - Administration Totals	\$ 1,275,280	\$ 851,552	\$ 876,552	\$ 565,306	64.5%	\$ 991,336
Department 25 - Human Resources						
Salaries and Wages	\$ 342,349	\$ 590,030	\$ 590,030	\$ 308,924	52.4%	\$ 535,468
Payroll Benefits	\$ 88,153	\$ 175,717	\$ 178,717	\$ 64,312	36.0%	\$ 119,685
Retirement	\$ 47,753	\$ 62,800	\$ 62,800	\$ 38,695	61.6%	\$ 69,383
Maintenance and Operations	\$ 375,450	\$ 387,735	\$ 381,735	\$ 273,671	71.7%	\$ 466,039
Other Post Employment Benefits	\$ 12,439	\$ 18,235	\$ 18,235	\$ 10,863	59.6%	\$ 26,070
Department 25 - Human Resources Totals	\$ 866,144	\$ 1,234,517	\$ 1,231,517	\$ 696,464	56.6%	\$ 1,216,645
Department 30 - Public Works						
Salaries and Wages	\$ 649,509	\$ 822,860	\$ 822,860	\$ 408,168	49.6%	\$ 707,490
Payroll Benefits	\$ 226,698	\$ 284,220	\$ 284,220	\$ 127,370	44.8%	\$ 229,967
Retirement	\$ 102,376	\$ 107,199	\$ 107,199	\$ 57,546	53.7%	\$ 103,100
Maintenance and Operations	\$ 6,601,018	\$ 7,341,947	\$ 7,391,947	\$ 4,166,183	56.4%	\$ 7,308,971
Liability Insurance	\$ 222,909	\$ 222,909	\$ 222,909	\$ 111,456	50.0%	\$ 222,912
Other Post Employment Benefits	\$ 48,497	\$ 60,237	\$ 60,237	\$ 29,309	48.7%	\$ 62,797
Debt and Lease Payments Totals	\$ 20,524	\$ 107,372	\$ 107,372	\$ 36,746	34.2%	\$ 107,372
Department 30 - Public Works Totals	\$ 7,871,531	\$ 8,946,744	\$ 8,996,744	\$ 4,936,777	54.9%	\$ 8,742,609



CITY OF MONTEBELLO

FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
Department 40 - Finance						
Salaries and Wages	\$ 746,045	\$ 1,058,004	\$ 1,044,004	\$ 500,679	48.0%	\$ 867,843
Payroll Benefits	\$ 234,643	\$ 327,878	\$ 340,878	\$ 145,039	42.5%	\$ 267,455
Retirement	\$ 102,702	\$ 121,242	\$ 121,242	\$ 69,267	57.1%	\$ 124,197
Maintenance and Operations	\$ 930,386	\$ 841,973	\$ 842,973	\$ 581,402	69.0%	\$ 853,641
Other Post Employment Benefits	\$ 12,078	\$ 14,906	\$ 14,906	\$ 8,660	58.1%	\$ 19,496
Department 40 - Finance Totals	\$ 2,025,854	\$ 2,364,003	\$ 2,364,003	\$ 1,305,047	55.2%	\$ 2,132,632
Department 50 - Community Development						
Salaries and Wages	\$ 524,635	\$ 623,980	\$ 583,980	\$ 359,312	61.5%	\$ 622,808
Payroll Benefits	\$ 151,737	\$ 181,320	\$ 179,820	\$ 85,936	47.8%	\$ 158,292
Retirement	\$ 63,066	\$ 58,122	\$ 58,122	\$ 28,496	49.0%	\$ 51,096
Maintenance and Operations	\$ 1,104,794	\$ 723,567	\$ 950,067	\$ 440,741	46.4%	\$ 858,535
Liability Insurance	\$ 158,159	\$ 158,159	\$ 158,159	\$ 79,080	50.0%	\$ 158,160
Other Post Employment Benefits	\$ 27,200	\$ 30,626	\$ 30,626	\$ 17,279	56.4%	\$ 38,792
Debt and Lease Payments Totals	\$ -	\$ 9,121	\$ 9,121	\$ -		\$ 9,121
Department 50 - Community Development Totals	\$ 2,029,591	\$ 1,784,894	\$ 1,969,894	\$ 1,010,844	51.3%	\$ 1,896,803
Department 70 - Parks & Recreation						
Salaries and Wages	\$ 1,274,498	\$ 1,931,088	\$ 1,931,088	\$ 917,828	47.5%	\$ 1,590,903
Payroll Benefits	\$ 382,885	\$ 553,238	\$ 551,238	\$ 237,427	43.1%	\$ 437,055
Retirement	\$ 156,197	\$ 215,892	\$ 214,081	\$ 99,974	46.7%	\$ 179,183
Maintenance and Operations	\$ 1,218,392	\$ 1,772,014	\$ 2,500,825	\$ 1,038,651	41.5%	\$ 1,730,478
Liability Insurance	\$ 170,568	\$ 170,568	\$ 170,568	\$ 85,284	50.0%	\$ 170,568
Other Post Employment Benefits	\$ 24,001	\$ 31,884	\$ 31,884	\$ 15,296	48.0%	\$ 34,189
Debt and Lease Payments Totals	\$ 7,533	\$ 66,612	\$ 56,612	\$ 13,473	23.8%	\$ 64,052
Department 70 - Parks & Recreation Totals	\$ 3,234,075	\$ 4,741,296	\$ 5,456,296	\$ 2,407,933	44.1%	\$ 4,206,428
Department 80 - Police						
Salaries and Wages	\$ 9,314,126	\$ 10,193,649	\$ 10,193,649	\$ 5,840,479	57.3%	\$ 10,033,497
Payroll Benefits	\$ 2,782,539	\$ 3,061,101	\$ 3,061,101	\$ 1,573,284	51.4%	\$ 2,929,398
Retirement	\$ 1,969,886	\$ 1,771,120	\$ 1,771,120	\$ 1,089,256	61.5%	\$ 1,903,010
Maintenance and Operations	\$ 2,159,106	\$ 2,531,147	\$ 2,516,147	\$ 1,201,882	47.8%	\$ 2,377,722
Liability Insurance	\$ 291,356	\$ 291,356	\$ 291,356	\$ 145,680	50.0%	\$ 291,360
Other Post Employment Benefits	\$ 468,190	\$ 467,706	\$ 467,706	\$ 275,443	58.9%	\$ 585,724
Debt and Lease Payments Totals	\$ -	\$ 589,881	\$ 589,881	\$ 300,783	51.0%	\$ 589,881
Department 80 - Police Totals	\$ 16,985,202	\$ 18,905,959	\$ 18,890,959	\$ 10,426,807	55.2%	\$ 18,710,591
Department 85 - Fire						
Salaries and Wages	\$ 7,031,707	\$ 6,451,795	\$ 6,451,795	\$ 4,451,561	69.0%	\$ 7,716,039
Payroll Benefits	\$ 1,760,405	\$ 1,907,626	\$ 1,906,626	\$ 976,916	51.2%	\$ 1,833,908
Retirement	\$ 1,119,396	\$ 1,039,075	\$ 1,039,075	\$ 653,578	62.9%	\$ 1,171,933
Maintenance and Operations	\$ 1,904,109	\$ 1,695,736	\$ 1,698,236	\$ 1,028,584	60.6%	\$ 1,998,585
Liability Insurance	\$ 309,078	\$ 309,078	\$ 309,078	\$ 154,542	50.0%	\$ 309,084
Other Post Employment Benefits	\$ 283,104	\$ 256,556	\$ 255,056	\$ 160,178	62.8%	\$ 338,129
Debt and Lease Payments Totals	\$ 56,271	\$ 248,388	\$ 248,388	\$ 56,271	22.7%	\$ 248,388
Department 85 - Fire Totals	\$ 12,464,070	\$ 11,908,253	\$ 11,908,253	\$ 7,481,631	62.8%	\$ 13,616,066
TOTAL OPERATING EXPENDITURES	\$ 48,085,832	\$ 51,710,105	\$ 52,797,105	\$ 29,466,234	55.8%	\$ 52,912,200
Taylor Ranch projects	\$ 10,200	-	\$ 4,656,533	\$ 440,786	9.5%	\$ 1,053,656
Other Capital Outlay projects	\$ 1,940,098	-	\$ 758,413	\$ 542,058	71.5%	\$ 728,173
Other Miscellaneous expenses	\$ 15,027	\$ 12,118	\$ 12,118	\$ 17,536	144.7%	\$ 12,118
Debt Service & Transfer out						
Debt Service (Bonds)	\$ 1,505,329	\$ 1,501,864	\$ 1,501,864	\$ 1,309,926	87.2%	\$ 1,501,864
Transfers Out to Golf Fund	\$ 641,850	\$ 956,170	\$ 956,170	-		
Transfers Out to other funds	\$ 136,794	\$ 6,443	\$ 6,443	-		\$ 6,443
TOTAL GENERAL FUND EXPENDITURES	\$ 52,335,129	\$ 54,186,700	\$ 60,688,646	\$ 31,776,540	52.4%	\$ 56,214,454
GF NET TOTAL	\$ 2,866,379	\$ (2,840,481)	\$ (9,342,427)	\$ (5,214,571)		\$ (4,832,103)



CITY OF MONTEBELLO

FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
RETIREMENT FUND						
REVENUES						
Property Taxes	\$ 12,709,214	\$ 13,285,025	\$ 13,285,025	\$ 6,689,725	50.4%	\$ 12,338,685
Investment Income	\$ 221,929	\$ 177,737	\$ 177,737	\$ 55,038	31.0%	\$ 110,075
TOTAL REVENUES	\$ 12,931,143	\$ 13,462,762	\$ 13,462,762	\$ 6,744,763	50.1%	\$ 12,448,760
EXPENDITURES						
Unfunded Liability Payment	\$ 6,108,877	\$ 7,212,420	\$ 7,212,420	\$ 7,229,454	100.2%	\$ 7,229,454
Transfers out for Current Year Pension Contributions	\$ 3,840,628	\$ 4,191,818	\$ 4,191,818	\$ 1,960,418	46.8%	\$ 3,822,718
TOTAL OPERATING EXPENDITURES	\$ 9,949,505	\$ 11,404,238	\$ 11,404,238	\$ 9,189,872	80.6%	\$ 11,052,172
RETIREMENT NET TOTAL	\$ 2,981,638	\$ 2,058,524	\$ 2,058,524	\$ (2,445,109)		\$ 1,396,588
SELF-INSURANCE FUND						
REVENUES						
Non Transit	\$ 4,320,482	\$ 4,295,374	\$ 4,295,374	\$ 2,148,012	50.0%	\$ 4,296,024
Transit	\$ 3,076,895	\$ 3,076,895	\$ 3,076,895	\$ 1,538,448	50.0%	\$ 3,076,896
TOTAL REVENUES	\$ 7,397,377	\$ 7,372,269	\$ 7,372,269	\$ 3,686,460	50.0%	\$ 7,372,920
EXPENDITURES						
Non Transit	\$ 4,106,183	\$ 4,784,092	\$ 4,744,092	\$ 3,030,217	63.9%	\$ 4,705,269
Transit	\$ 1,888,788	\$ 2,613,048	\$ 2,613,048	\$ 1,383,221	52.9%	\$ 2,126,298
TOTAL OPERATING EXPENDITURES	\$ 5,994,972	\$ 7,397,140	\$ 7,357,140	\$ 4,413,438	60.0%	\$ 6,831,567
Additional claims incurred	\$ 4,384,996					
SELF INSURANCE FUND NET TOTAL	\$ (2,982,591)	\$ (24,871)	\$ 15,129	\$ (726,978)		\$ 541,353
WATER FUND						
REVENUES						
Charges for Services	\$ 2,910,577	\$ 2,618,310	\$ 2,618,310	\$ 1,607,773	61.4%	\$ 2,756,183
Investment Income	\$ 11,598	\$ 8,222	\$ 8,222	\$ 6,026	73.3%	\$ 12,052
Transfer in	\$ 1,150	\$ 1,298	\$ 1,298	\$ 606	46.7%	\$ 1,212
TOTAL REVENUES	\$ 2,923,325	\$ 2,627,830	\$ 2,627,830	\$ 1,614,405	61.4%	\$ 2,769,447
EXPENSES						
Salaries and Wages	\$ 6,544	\$ 6,393	\$ 6,393	\$ 3,752	58.7%	\$ 6,504
Payroll Benefits	\$ 1,771	\$ 2,381	\$ 2,381	\$ 984	41.3%	\$ 1,770
Retirement	\$ 2,262	\$ 1,153	\$ 1,153	\$ 689	59.7%	\$ 1,235
Maintenance and Operations	\$ 2,277,107	\$ 2,174,821	\$ 2,174,821	\$ 1,212,058	55.7%	\$ 2,407,086
Capital Outlay	\$ 518,653	\$ 65,900	\$ 65,900	\$ -		\$ -
Debt and Lease Payments	\$ 1,687	\$ 164,450	\$ 164,450	\$ 10,013	6.1%	\$ 164,450
TOTAL EXPENSES	\$ 2,808,024	\$ 2,415,098	\$ 2,415,098	\$ 1,227,496	50.8%	\$ 2,581,045
Repayment to General Fund	\$ 300,000					
WATER FUND NET TOTAL	\$ (184,699)	\$ 212,732	\$ 212,732	\$ 386,909		\$ 188,402



CITY OF MONTEBELLO

FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
GOLF FUND						
<u>GOLF COURSE OPERATIONS</u>						
REVENUES						
Charges for Services	\$ 1,500,103	\$ 1,639,780	\$ 1,639,780	\$ 962,915	58.7%	\$ 1,650,711
Other Revenues	\$ 11,095	\$ -	\$ -	\$ -		\$ -
SUBTOTAL REVENUES	\$ 1,511,198	\$ 1,639,780	\$ 1,639,780	\$ 962,915	58.7%	\$ 1,650,711
Transfer in						
Transfer In from Retirement Fund	\$ 112,323	\$ 135,892	\$ 135,892	\$ 49,768	36.6%	\$ 99,536
Transfer In from General Fund	\$ 641,850	\$ 956,170	\$ 956,170	\$ -		\$ -
Total Transfers in	\$ 754,173	\$ 1,092,062	\$ 1,092,062	\$ 49,768	4.6%	\$ 99,536
TOTAL GOLF REVENUES	\$ 2,265,371	\$ 2,731,842	\$ 2,731,842	\$ 1,012,683	37.1%	\$ 1,750,247
EXPENSES						
Salaries and Wages	\$ 667,082	\$ 815,023	\$ 815,023	\$ 351,359	43.1%	\$ 609,023
Payroll Benefits	\$ 267,788	\$ 280,827	\$ 280,827	\$ 120,944	43.1%	\$ 218,627
Retirement	\$ 228,452	\$ 126,552	\$ 126,552	\$ 56,791	44.9%	\$ 101,785
Maintenance and Operations	\$ 1,133,732	\$ 1,363,955	\$ 1,363,955	\$ 543,312	39.8%	\$ 1,080,510
Liability Insurance	\$ 52,044	\$ 52,044	\$ 52,044	\$ 26,022	50.0%	\$ 52,044
Other Post Employment Benefits	\$ 9,794	\$ 6,694	\$ 6,694	\$ 5,376	80.3%	\$ 12,006
Debt and Lease Payments	\$ 107,834	\$ 535,877	\$ 535,877	\$ 394,276	73.6%	\$ 535,877
TOTAL EXPENSES	\$ 2,466,726	\$ 3,180,973	\$ 3,180,973	\$ 1,498,080	47.1%	\$ 2,609,872
GOLF OPERATIONS NET TOTAL	\$ (201,355)	\$ (449,131)	\$ (449,131)	\$ (485,397)		\$ (859,625)
<u>QUIET CANNON OPERATIONS</u>						
REVENUES						
Rents	\$ 708,593	\$ 619,140	\$ 619,140	\$ 399,202	64.5%	\$ 684,346
TOTAL REVENUES	\$ 708,593	\$ 619,140	\$ 619,140	\$ 399,202	64.5%	\$ 684,346
EXPENSES						
Maintenance and Operations	\$ 88,982	\$ 96,779	\$ 96,779	\$ 83,237	86.0%	\$ 136,511
Debt and Lease Payments	\$ 10,419	\$ 73,230	\$ 73,230	\$ 4,277	5.8%	\$ 73,230
TOTAL EXPENSES	\$ 99,401	\$ 170,009	\$ 170,009	\$ 87,515	51.5%	\$ 209,741
QUIET CANNON NET TOTAL	\$ 609,192	\$ 449,131	\$ 449,131	\$ 311,687		\$ 474,605
GOLF NET TOTAL BEFORE TRANSFER FROM GF	\$ 407,838	\$ 0	\$ 0	\$ (173,710)		\$ (385,020)



CITY OF MONTEBELLO

FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
TRANSIT FUND						
REVENUES						
Charges for Services	\$ 3,959,277	\$ 3,588,474	\$ 3,588,474	\$ 2,266,782	63.2%	\$ 3,885,912
Operating Grants	\$ 27,122,265	\$ 29,076,841	\$ 29,076,841	\$ 16,961,486	58.3%	\$ 29,076,833
Investment Income	\$ 75,271	-	-	\$ 46,919		\$ 93,838
Other Revenues	\$ 97,032	\$ 110,238	\$ 110,238	\$ 186,005	168.7%	\$ 188,123
TOTAL REVENUES	\$ 31,253,845	\$ 32,775,553	\$ 32,775,553	\$ 19,461,192	59.4%	\$ 33,244,706
EXPENSES						
Salaries and Wages	\$ 11,338,860	\$ 11,997,967	\$ 11,965,778	\$ 6,641,583	55.5%	\$ 11,512,077
Payroll Benefits	\$ 3,562,527	\$ 3,940,418	\$ 3,950,020	\$ 2,026,348	51.3%	\$ 3,624,142
Retirement	\$ 3,312,671	\$ 1,579,449	\$ 1,601,936	\$ 958,332	59.8%	\$ 1,717,867
Maintenance and Operations	\$ 6,705,655	\$ 7,184,343	\$ 7,637,969	\$ 4,016,941	52.6%	\$ 7,911,022
Liability Insurance	\$ 2,206,524	\$ 2,206,524	\$ 2,206,524	\$ 1,103,262	50.0%	\$ 2,206,524
Other Post Employment Benefits	\$ 165,696	\$ 117,899	\$ 117,899	\$ 62,470	53.0%	\$ 134,087
Unfunded Pension Liability	\$ 2,208,513	\$ 2,640,385	\$ 2,640,385	\$ 2,640,385	100.0%	\$ 2,640,385
Debt and Lease Payments	\$ -	\$ 116,098	\$ 163,746	\$ 163,746	100.0%	\$ 116,098
Capital Outlay	\$ 44,952	-	\$ 222,187	-		-
TOTAL EXPENSES	\$ 29,500,446	\$ 29,783,084	\$ 30,284,258	\$ 17,613,066	58.2%	\$ 29,862,203
TRANSIT FUND NET TOTAL	\$ 1,753,399	\$ 2,992,469	\$ 2,491,295	\$ 1,848,126		\$ 3,382,503
HILTON GARDEN INN						
REVENUES						
Charges for Services	\$ 6,358,976	\$ 7,157,904	\$ 7,157,904	\$ 3,234,268	45.2%	\$ 6,468,536
Investment Income	\$ 13,570		-	\$ 11,335		\$ 19,431
Other Revenues	\$ 42,954		\$ 61,380	\$ 42,679	69.5%	\$ 73,164
TOTAL REVENUES	\$ 6,415,500	\$ 7,157,904	\$ 7,219,284	\$ 3,288,282	45.5%	\$ 6,561,131
EXPENSES						
Salaries and Wages	\$ 1,345,123	\$ 1,556,119	\$ 1,556,119	\$ 579,267	37.2%	\$ 1,158,534
Payroll Benefits	\$ 300,302	\$ 261,625	\$ 261,625	\$ 135,433	51.8%	\$ 270,865
Maintenance and Operations	\$ 2,993,648	\$ 3,442,725	\$ 3,442,725	\$ 1,491,010	43.3%	\$ 2,982,019
Debt and Lease Payments	\$ 520,024	\$ 1,074,694	\$ 1,074,694	\$ 829,472	77.2%	\$ 1,074,694
TOTAL EXPENSES	\$ 5,159,097	\$ 6,335,162	\$ 6,335,162	\$ 3,035,181	47.9%	\$ 5,486,112
HILTON GARDEN INN NET TOTAL	\$ 1,256,403	\$ 822,742	\$ 884,122	\$ 253,101		\$ 1,075,019



CITY OF MONTEBELLO FINANCIAL REPORT

For the period ended January 31, 2020

Attachment 1

	FY 2018-19	FY 2019-20	FY 2019-20	FY 2019-20	% of	FY 2019-20
	Total	Adopted Budget	Amended Budget	YTD	Budget	Est. Actuals
HOME2SUITES						
REVENUES						
Charges for Services	\$ 7,570,979	\$ 10,017,250	\$ 10,017,250	\$ 5,525,934	55.2%	\$ 11,051,869
Investment Income	\$ 324,074	-	-	\$ 130,012		\$ 222,878
Other Revenues	\$ 57,152	\$ 34,380	\$ 34,380	\$ 38,361	111.6%	\$ 65,761
TOTAL REVENUES	\$ 7,952,205	\$ 10,051,630	\$ 10,051,630	\$ 5,694,307	56.7%	\$ 11,340,508
EXPENSES						
Salaries and Wages	\$ 1,291,175	\$ 1,677,110	\$ 1,677,110	\$ 788,941	47.0%	\$ 1,367,497
Payroll Benefits	\$ 245,305	\$ 445,088	\$ 445,088	\$ 149,648	33.6%	\$ 281,880
Maintenance and Operations	\$ 3,180,272	\$ 4,193,661	\$ 4,193,661	\$ 2,034,708	48.5%	\$ 3,943,042
Liability Insurance	\$ 34,950	\$ 46,600	\$ 46,600	-		-
Debt and Lease Payments	\$ 2,437,745	\$ 3,647,200	\$ 3,647,200	\$ 1,321,100	36.2%	\$ 3,647,200
TOTAL EXPENSES	\$ 7,189,448	\$ 10,009,659	\$ 10,009,659	\$ 4,294,397	42.9%	\$ 9,239,620
HOME2SUITES NET TOTAL	\$ 762,757	\$ 41,971	\$ 41,971	\$ 1,399,910		\$ 2,100,888

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		1,032	-	1,032
City Clerk		695	-	695
City Treasurer		695	-	695
CLASSIFIED MANAGEMENT		MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)		10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)		10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)		11,233	-	12,554
Fire Captain (eff 4/28/19)		6,920	-	8,693
Fire Captain (eff 10/13/19)		7,196	-	9,040
Fire Captain (eff 1/5/20)		7,484	-	9,402
Fire Captain (eff 1/3/21)		7,933	-	9,966
Police Captain (eff 7/7/19)		11,878	-	13,273
Police Captain (eff 1/5/20)		12,591	-	14,069
Police Captain (eff 1/3/21)		13,346	-	14,913
Police Lieutenant (eff 7/7/19)		10,483	-	11,714
Police Lieutenant (eff 1/5/20)		11,112	-	12,417
Police Lieutenant (eff 1/3/21)		11,779	-	13,162
Police Sergeant (eff 7/7/19)		8,485	-	9,530
Police Sergeant (eff 1/5/20)		8,994	-	10,101
Police Sergeant (eff 1/3/21)		9,534	-	10,707
CLASSIFIED NON-MANAGEMENT		RANGES	MONTHLY SALARY RANGES	
Account Clerk I (eff 4/28/19)	63.7	2,430	-	3,101
Account Clerk I (eff 1/5/20)	63.8	2,527	-	3,225
Account Clerk I (eff 1/3/21)	63.9	2,628	-	3,354
Account Clerk II (eff 4/28/19)	64.0	2,888	-	3,686

Account Clerk II (eff 1/5/20)	64.1	3,004	-	3,834
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Planner (eff 4/28/19)	64.9	3,615	-	4,614
Assistant Planner (eff 1/5/20)	65.0	3,760	-	4,799
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mechanic (eff 4/14/19)	62.8	4,052	-	5,171
Body Shop Mechanic (eff 1/5/20)	62.9	4,214	-	5,378
Body Shop Mechanic (eff 1/3/21)	63.0	4,382	-	5,593
Building Maintenance Tradeworker I (eff 4/28/19)	65.2	2,551	-	3,255
Building Maintenance Tradeworker I (eff 1/5/20)	65.3	2,653	-	3,385
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 4/28/19)	65.5	2,748	-	3,507
Building Maintenance Tradeworker II (eff 1/5/20)	65.6	2,858	-	3,647
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 4/28/19)	65.8	2,680	-	3,421
Building Permit Technician (eff 1/5/20)	65.9	2,787	-	3,557
Building Permit Technician (eff 1/3/21)	66.0	2,899	-	3,700
Bus Operator (eff 4/14/19)	62.2	3,319	-	4,235
Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945
Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500
Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867

Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412	(23.9281 - 30.5443/hr)	(56 hr/week)
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709	(24.8852 - 31.7661/hr)	(56 hr/week)
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017	(25.8806 - 33.0367/hr)	(56 hr/week)
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498	(27.4335 - 35.0189/hr)	(56 hr/week)
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614		
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799		
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991		
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314	(20.3716 - 26.0202/hr)	(56 hr/week)
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567	(21.1864 - 27.0610/hr)	(56 hr/week)
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829	(22.0339 - 28.1434/hr)	(56 hr/week)
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239	(23.3559 - 29.8320/hr)	(56 hr/week)
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370		
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505		
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645		
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545		
Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727		
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916		
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943		
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180		
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427		
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255		
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385		
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520		
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421		
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557		
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700		
Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101		
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225		

Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES			
Accounting Manager (eff 4/28/19)	6,766	-	8,225	
Accounting Manager (eff 1/5/20)	7,037	-	8,554	
Accounting Manager (eff 1/3/21)	7,318	-	8,896	
Accounting Supervisor (eff 5/26/19)	5,087	-	6,185	

Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager (eff 6/27/19)	11,906	-	15,751
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 1/3/21)	6,321	-	7,686
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager	20,000	-	20,000
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972
Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637

Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance (eff 6/27/19)	10,732	-	13,050
Director of Finance (eff 2/10/20)	10,732	-	13,417
Director of Human Resources & Risk Management (eff 6/27/19)	10,732	-	13,050
Director of Planning & Community Development (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 3/23/20)	10,732	-	15,417
Director of Recreation & Community Services (eff 6/27/19)	10,732	-	13,050
Director of Transportation (eff 6/27/19)	10,732	-	13,050
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief (eff 6/27/19)	12,887	-	17,182
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251

Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief (eff 6/27/19)	11,899	-	17,267
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021
Risk Manager (eff 7/25/19)	6,767	-	8,225
Risk Manager (eff 1/5/20)	7,038	-	8,554
Risk Manager (eff 1/3/21)	7,319	-	8,896
Senior Human Resources Analyst (eff 7/25/19)	6,767	-	8,225
Senior Human Resources Analyst (eff 1/5/20)	7,038	-	8,554
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433

Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461
Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748
Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089

HOURLY CLASSIFICATION	HOURLY RANGES		
Administrative Analyst (eff 4/28/19)	12.36	-	22.61
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61
Administrative Analyst (eff 1/5/20)	13.52	-	23.51
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51
Administrative Analyst (eff 1/3/21)	14.56	-	24.45
Administrative Secretary (eff 4/28/19)	17.15	-	21.64

Administrative Secretary (eff 1/5/20)	17.84	-	22.51
Administrative Secretary (eff 1/3/21)	18.55	-	23.41
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31
Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73
Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19
Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83

Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17
Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40
Police Community Services Officer (eff 1/5/20)	13.52	-	16.01

Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22
Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45
Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45
Secretary (1) (eff 1/1/20)	13.00	-	16.09

Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to \$13.00 per hour effective January 1, 2020 from \$12.00 per hour; the minimum wage will increase to \$14.00 per hour effective January 1, 2021 from \$13.00 per hour

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the CA minimum wage rate

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect as of March 11, 2020.

APPROVED AND ADOPTED THIS 11th DAY OF MARCH 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

City of Montebello
Number of Positions By Department
FY 2019-2020 - Mid-Year Update

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Elected	City Councilmember	5.0	5.0	5.0	0.0
	City Clerk	1.0	1.0	1.0	0.0
	City Treasurer	1.0	1.0	1.0	0.0
		7.0	7.0	7.0	0.0
Administration					
	City Manager	1.0	1.0	1.0	0.0
	Assistant City Manager*	1.0	0.0	0.0	1.0
	Assistant to the City Manager	0.0	0.0	1.0	0.0
	Public Information Officer	1.0	0.0	0.0	1.0
	Deputy City Clerk	1.0	1.0	0.0	0.0
	Sr. Management Analyst	1.0	0.0	0.0	1.0
	Management Analyst	0.0	1.0	0.0	-1.0
	Office Manager	1.0	1.0	1.0	0.0
	Administrative Secretary	1.0	0.0	0.0	1.0
PT	Administrative Analyst	0.0	0.8	1.3	-0.8
PT	Clerical Assistant	0.4	0.0	0.0	0.4
		7.4	4.8	4.3	2.6

*Assistant City Manager was previously dual duty position with Director of Public Works

Human Resources and Information Technology

	Director of Human Resources and Risk Management	1.0	1.0	1.0	0.0
	Risk Manager	1.0	1.0	0.0	0.0
	Sr. Human Resources Analyst	2.0	1.0	0.0	1.0
	Administrative Management Analyst	0.0	0.0	1.0	0.0
	Human Resources Analyst	0.0	0.0	0.0	0.0
	Human Resources Technician	1.0	1.0	0.0	0.0
	Administrative Secretary	1.0	0.0	0.0	1.0
	Information Systems Manager**	1.0	1.0	1.0	0.0
	Information Systems Supervisor**	1.0	1.0	1.0	0.0
	Information Systems Analyst**	3.0	3.0	3.0	0.0
PT	Administrative Analyst (Information Technology)**	0.8	0.8	0.5	0.0
PT	Administrative Analyst (Human Resources)	0.5	0.5	1.3	0.0
		12.3	10.3	8.8	2.0

**Position were previously part of the Finance Department prior to re-organization

Finance

	Director of Finance	1.0	1.0	1.0	0.0
	Controller	1.0	1.0	1.0	0.0
	Accounting Manager	1.0	1.0	1.0	0.0
	Financial Services Manager	1.0	1.0	0.0	0.0
	Accounting Supervisor***	1.0	1.0	1.0	0.0
	Sr. Management Analyst	1.0	0.0	1.0	1.0
	Accountant***	4.0	4.0	4.0	0.0
	Finance Technician	5.0	5.0	5.0	0.0
	Account Clerk II***	5.0	3.0	3.0	2.0
	Account Clerk I	0.0	1.0	0.0	-1.0
	Administrative Secretary	1.0	0.0	0.0	1.0
PT	Clerical Assistant	0.8	0.9	0.9	-0.1
		21.8	18.9	17.9	2.9

***A total of 3.0 FTE had previously been accounted for in the Transit Department, even though these are Finance Department employees.

City of Montebello
Number of Positions By Department
FY 2019-2020 - Mid-Year Update

		FY 2019-20 Mid-Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Public Works					
	Director of Public Works	1.0	1.0	1.0	0.0
	Assistant Director	1.0	0.0	0.0	0.0
	Street Maintenance Supervisor	1.0	1.0	1.0	0.0
	Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	0.0
	Management Analyst	1.0	1.0	0.0	0.0
	Administrative Secretary	1.0	1.0	1.0	0.0
	Maintenance Worker	7.0	7.0	9.0	0.0
	Tree Trimmer	0.0	0.0	1.0	0.0
PT	Administrative Analyst	1.6	1.6	1.6	0.0
PT	Maintenance Worker	1.6	1.6	1.6	0.0
		16.2	15.2	17.2	1.0
Planning and Community Development					
	Director of Planning and Community Development	1.0	1.0	1.0	0.0
	Deputy Director	1.0	0.0	0.0	1.0
	Planning Manager	1.0	1.0	1.0	0.0
	Associate Planner	1.0	1.0	1.0	0.0
	Sr. Management Analyst	1.0	0.0	0.0	1.0
	Code Enforcement Manager	1.0	0.0	1.0	1.0
	Code Enforcement Coordinator	1.0	1.0	1.0	0.0
	Code Enforcement Technician	0.0	1.0	1.0	-1.0
	Code Enforcement Officer	3.0	3.0	1.0	0.0
	Combination Building Inspector	0.0	0.0	1.0	0.0
	Building Permit Technician	1.0	1.0	1.0	0.0
	Administrative Secretary	1.0	0.5	0.8	0.5
PT	Administrative Analyst	0.5	0.5	0.8	0.0
		12.5	10.0	10.6	2.5
Recreation and Community Services					
	Director of Recreation and Community Services	1.0	1.0	1.0	0.0
	Deputy Director	1.0	0.0	0.0	1.0
	Parks Manager	0.0	1.0	0.0	-1.0
	Park Maintenance Supervisor	1.0	1.0	1.0	0.0
	Building Maintenance Supervisor	0.0	1.0	1.0	-1.0
	Building Maintenance Tradeworker II	2.0	2.0	2.0	0.0
	Maintenance Worker	8.0	8.0	8.0	0.0
	Community Services Coordinator	3.0	4.0	3.0	-1.0
	Management Analyst	1.0	0.0	0.0	1.0
	Administrative Secretary	1.0	1.0	0.9	0.0
PT	Public Works Manager	0.5	0.0	0.0	0.5
PT	Building Maintenance Tradeworker	0.8	0.8	0.8	0.0
PT	Clerical Assistant	0.8	0.8	0.0	0.0
PT	Field Maintenance Worker	2.7	2.7	2.4	0.0
PT	Senior Lifeguard	0.4	0.4	0.2	0.0
PT	Lifeguard	1.3	1.3	1.2	0.0
PT	Park Ranger	0.0	2.9	1.4	-2.9
PT	Pool Manager	0.9	0.9	0.8	0.0
PT	Recreation Leader I	10.7	10.7	11.1	0.0
PT	Recreation Leader II	8.2	5.8	3.8	2.4
PT	Recreation Leader III	2.5	5.7	6.2	-3.2
PT	Recreation Leader IV	3.2	0.8	1.5	2.4

City of Montebello
Number of Positions By Department
FY 2019-2020 - Mid-Year Update

		FY 2019-20 Mid-	FY 2019-20	FY 2018-19	Change
		Year	Adopted	Adopted	Adopted to
		50.0	51.8	46.3	Mid-Year
					-1.8
Police					
	Police Chief	1.0	1.0	1.0	0.0
	Police Captain	2.0	2.0	2.0	0.0
	Police Lieutenant	5.0	5.0	5.0	0.0
	Police Sergeant	10.0	10.0	10.0	0.0
	Police Corporal	23.0	23.0	23.0	0.0
	Police Officer	33.0	33.0	33.0	0.0
	Grants and Project Administrator	1.0	1.0	1.0	0.0
	Records Supervisor	1.0	1.0	1.0	0.0
	Communications Supervisor	1.0	1.0	1.0	0.0
	Police Dispatcher II	5.0	5.0	4.0	0.0
	Police Dispatcher I	5.0	5.0	6.0	0.0
	Police Dispatcher	0.0	0.0	1.0	0.0
	Police Records Technician	9.0	9.0	9.0	0.0
	Property and Evidence Technician	2.0	2.0	2.0	0.0
	Court Liaison	1.0	1.0	1.0	0.0
	Parking Control Officer	1.0	1.0	1.0	0.0
	Administrative Secretary	1.0	1.0	1.0	0.0
PT	Police Officer	1.4	1.4	1.4	0.0
PT	Police Community Service Officer	2.4	2.4	2.4	0.0
PT	Parking Control Officer	1.0	1.0	1.0	0.0
PT	Administrative Analyst	0.5	0.5	0.5	0.0
PT	Administrative Secretary	1.0	1.0	1.3	0.0
PT	Clerical Assistant	1.0	1.0	1.0	0.0
PT	Police Youth Program Coordinator	0.5	0.5	0.5	0.0
PT	Police Cadet	2.8	0.0	0.0	2.8
		111.6	108.8	110.1	2.8
Fire					
	Fire Chief	1.0	1.0	1.0	0.0
	Fire Battalion Chief	3.0	3.0	3.0	0.0
	Fire Captain	12.0	12.0	12.0	0.0
	Fire Engineer	12.0	12.0	12.0	0.0
	Firefighter	24.0	24.0	24.0	0.0
	Fire Marshal	1.0	1.0	1.0	0.0
	Deputy Fire Marshal	1.0	1.0	0.0	0.0
	Fire Inspector II	1.0	1.0	0.0	0.0
	Fire Inspector I	0.0	0.0	1.0	0.0
	Sr. Management Analyst	2.0	0.0	0.0	2.0
	Deputy Director	1.0	0.0	0.0	1.0
	Administrative Secretary	1.0	1.0	1.0	0.0
PT	Clerical Assistant	0.5	0.5	0.5	0.0
		59.5	56.5	55.5	3.0

City of Montebello
Number of Positions By Department
FY 2019-2020 - Mid-Year Update

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Golf Course					
	Golf Course Superintendent / Facility Manager	1.0	1.0	1.0	0.0
	Assistant Golf Course Superintendent	0.0	2.0	2.0	-2.0
	Golf Cart Mechanic	1.0	1.0	1.0	0.0
	Golf Course Equipment Mechanic	1.0	1.0	1.0	0.0
	Maintenance Worker	5.0	7.0	10.0	-2.0
PT	Golf Course Attendent	3.4	3.4	3.4	0.0
PT	Maintenance Worker	3.2	3.2	3.2	0.0
		14.6	18.6	21.6	-4.0
Transportation					
	Director of Transportation	1.0	1.0	1.0	0.0
	Assistant Director	1.0	0.0	0.0	0.0
	Transit Administration Manager	1.0	1.0	1.0	0.0
	Transit Operations Manager	1.0	1.0	1.0	0.0
	Vehicle Maintenance Manager	0.0	0.0	1.0	0.0
	Shop Maintenance Supervisor	4.0	4.0	4.0	0.0
	Transit Dispatch Supervisor	10.0	10.0	10.0	0.0
	Transit Operations Supervisor	3.0	3.0	3.0	0.0
	Transit Stores and Facility Supervisor	1.0	1.0	1.0	0.0
	Maintenance Service Supervisor	1.0	1.0	1.0	0.0
	Transit Grants and Project Administrator	1.0	1.0	1.0	0.0
	Communication Management Analyst	1.0	1.0	1.0	0.0
	Sr. Management Analyst	1.0	1.0	3.0	0.0
	Management Analyst	1.0	1.0	2.0	0.0
	Account Clerk II	2.0	2.0	2.0	0.0
	Bus Operator	105.0	105.0	100.0	0.0
	Equipment Mechanic A	15.0	15.0	15.0	0.0
	Equipment Serviceworker	13.0	13.0	12.0	0.0
	Body Shop Mechanic	1.0	1.0	2.0	0.0
	Building Maintenance Tradeworker II	1.0	1.0	1.0	0.0
	Maintenance Worker	1.0	1.0	1.0	0.0
	Storekeeper	3.0	3.0	3.0	0.0
	Clerk Typist	4.0	4.0	4.0	0.0
PT	Human Resources Manager	0.0	0.0	1.0	0.0
PT	Administrative Analyst	0.0	0.0	0.8	0.0
PT	Clerical Assistant	0.8	0.8	2.4	0.0
PT	Bus Operator	34.9	34.9	47.7	0.0
		207.7	206.7	221.9	1.0
Total Full-Time and Part-Time Employees		520.6	508.6	521.2	12.0
Total FT-Part-Time Employees Net Elected		513.6	501.6	514.2	12.0

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Fourth Amendment to Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers for Month-to-Month Services**

DATE: March 11, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the Fourth Amendment to the Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute on the City's behalf the Fourth Amendment allowing for month-to-month service extension of the Agreement.

BACKGROUND

On March 25, 2015, the City Council approved a Professional Services Agreement for City Engineering Services with Infrastructure Engineers. The Agreement was for three years, with an option for two, one-year extensions for a total maximum of five (5) years of contracted services. The first extension of the Agreement was exercised on March 22, 2018 (First Amendment) while the second extension was exercised on March 22, 2019 (Second Amendment). The third amendment was approved on December 18, 2019 adding the services needed to implement the "Paving The Way" Program.

ANALYSIS

The City requires day-to-day engineering services and other related services necessary to implement both the City's Capital Improvement Program and "Paving the Way" projects. Staff is requesting the City Council extend the existing Professional Services Agreement with Infrastructure Engineers (under the Fourth Amendment) allowing month-to-month service and authorize the City Manager to execute the Fourth Amendment.

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 11, 2020**CONSIDER APPROVING A FOURTH AMENDMENT TO PROFESSIONALS SERVICES AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS**

Page 2 of 2

FISCAL IMPACT

Funds required for the proposed action are currently available in the City's General Fund Budget, as well as, the City's Capital Improvement Program and Street Improvement Bond (or "Paving The Way"), under the following Account Numbers:

FUND NAME	ACCOUNT NO.
General Fund	100-30-330-6040.95
Gas Tax	200-99-6040.10
Road Maintenance and Repair Account (RMRA)	201-99-6040.10
Proposition C	215-99-6040.10
Measure R	220-99-6040.10
Measure M	222-99-6040.10

SUMMARY

The City Council will consider approval of a Fourth Amendment for the Professional Services Agreement (Agreement No. 3066) for City Engineering Services with Infrastructure Engineers for month-to-month service and authorizing the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

1. Fourth Amendment
2. Agreement No. 3066 with Infrastructure Engineers

AGREEMENT NO. 3066

FOURTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Fourth Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS ("**Fourth Amendment**") is entered into this 11th day of March 2020, by and between Infrastructure Engineers, ("**Contractor**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the city awarded the contract to the contractor based on their qualification subsequent to a competitive selection process. The Parties, being mutually satisfied with the other Party's performance of the Agreement, extended the Agreement twice each time for one (1) additional year. The existing contract along with two extensions is valid till September 22, 2020;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, on or about March 22, 2018, the Parties extended the Agreement based upon conditions mutually agreeable to them ("First Amendment"); and

WHEREAS, on or about March 22, 2019, the Parties extended the Agreement based upon conditions mutually agreeable to them ("Second Amendment"); and

WHEREAS, on or about December 18, 2019, the Parties included in the Agreement services necessary for the implementation of the City's "Paving The Way" Program based upon conditions mutually agreeable to them ("Third Amendment"); and

WHEREAS, the Parties desire to extend the Agreement to a month-to-month service extension based upon such terms and conditions as mutually agreed to by the Parties.

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 to the Agreement as follows:

SECTION 1. Term.

This Fourth Amendment shall be deemed to have taken effect on the date of the City Council authorization. Nothing herein prevents either Party from terminating this Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement and further authorized and awarded by the City Council.

SECTION 2. Compensation.

For the Term of this Fourth Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015. However, for the design of the capital projects, the program management, studies, construction management and other ancillary services the Contractor shall submit a task order outlining the scope of the work, the schedule and compensation based on the Contractors hourly rate schedule attached as Exhibit "A".

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

SECTION 4. Federal Provisions.

When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit A and B Federal Requirements (as applicable) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

Rene Bobadilla
City Manager

Sid Mousavi
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3066

BY AND BETWEEN
CITY OF MONTEBELLO
AND
INFRASTRUCTURE ENGINEERS

THIS AGREEMENT ("Agreement") is made and entered into on **March 25, 2015**, by the **CITY OF MONTEBELLO**, a municipal corporation (hereinafter referred to as "CITY") and **ADVANCED APPLIED ENGINEERING, INC. DBA INFRASTRUCTURE ENGINEERS** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Engineering Services in the CITY;

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Engineering Services (September 30, 2014) ("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 govern.

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

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), 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) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by 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 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to 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. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by 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. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Administrator.

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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 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, 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 thirty (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. 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 is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, 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 CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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 13. 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 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 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII

in the latest edition of Best's Insurance Guide.

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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its 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 CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. 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 19. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction

of interpretation of any of its provisions.

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

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Danilo Batson, Director
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation.

CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

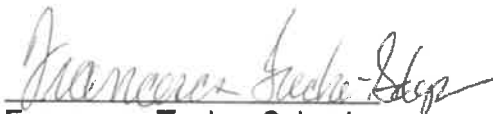
CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further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

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to 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 CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO



Francesca Tucker-Schuyler
City Administrator

Dated: 3/30/2015

CONTRACTOR



Sid Mousavi
CEO

Dated: 3/30/15

ATTEST:


Daniel Hernandez
City Clerk



APPROVED AS TO FORM:


Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Request for Proposals for Engineering Services



**CITY OF MONTEBELLO
CALIFORNIA**

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

CITY ENGINEERING SERVICES

TO PROPOSECTIVE PROPOSERS

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

THE DATE OF SOLICITATION:

October 2, 2014

THE PROJECT:

Project Name: City Engineering Services
Location: City of Montebello

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90604
Contact: Danilo Batson, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: dbatson@cityofmontebello.com

PROPOSAL CONTACT:

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact no later than **October 29, 2014 at 5:00 pm.**

Name: Pat Angulo
Contact E-Mail: pangulo@cityofmontebello.com
Contact Phone: (323) 887-1460

With a carbon copy (or cc) to:
Danilo Batson
dbatson@cityofmontebello.com

PROPOSAL DUE DATE

Thursday, November 13, 2014 at 11:00 am.

REQUEST FOR PROPOSALS FOR CITY ENGINEERING SERVICES

RFP No. 14-18

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NOTICE INVITING SEALED PROPOSALS

FOR CITY ENGINEERING SERVICES

RFP No. 14-18

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY invites sealed proposals for the above stated project and will receive them in the offices of the City Clerk, 1600 W. Beverly Boulevard, Montebello, California 90640, and marked "**CITY ENGINEERING SERVICES**" up to the hour of 11:00 am and November 13, 2014.

The City of Montebello invites proposals from qualified and interested persons and/or firms with experience and technical qualifications related to provide Public Works Engineering Management, City Engineering, City Traffic Engineering, Public Works Inspection, Development Engineering, Capital Improvement Projects Program & Grant Management and On-Demand Professional Services, inclusive of planning, design, project management, construction management and inspection.

The Public Works Department's Engineering Division's activities also include permit administration and inspection for all activities within the public right of way, responding to developers as well as other agencies and the general public, coordinating activities and administering consultant contracts, preparation of studies and reports, legal descriptions and other right of way documents and exhibits for the City Council, City Administrator, and other City Departments.

Proposers shall be licensed to practice Civil and Traffic engineering in the State of California and be members in good standing with the California Board of Registration for Professional Engineers & Land Surveyors.

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact no later than **October 29, 2014 at 5:00 pm**, Pat Angulo at pangulo@cityofmontebello.com, (323) 887-1460 with an emailed copy to Danilo Batson at dbatson@cityofmontebello.com.

CITY ENGINEERING SERVICES
SCOPE OF WORK

The City of Montebello, herein after referred to as "City" desires a consultant to provide the following services:

A. Public Works Engineering Management Services, as directed and determined by the Public Works Director, shall include the following:

1. Plan, organize, and direct the work of professional, technical, and office support staff within the City's Engineering Division. Coordinate activities of the Engineering Division with other City Departments.
2. Deal tactfully and professionally with others in a public service setting, multi-agency interactions and other administrative personnel.
3. Direct, manage, and assist in the review of development projects from conception to completion.
4. Make recommendations on Public Works capital improvements.
5. Provide general administrative, budgetary, engineering, planning and management assistance to the Director of Public Works.
6. Coordinate assigned functions with other City departments, government agencies and public utilities.
7. Implement City policies and procedures related to, engineering and inspection, and other Public Works related functions.
8. Provide staff support to the Director of Public Works, for City Council, Traffic and Safety Commission, and City committees, as directed. Upon request attend meetings with City Council, various City Commissions, Department Head, City staff, developers, contractors, the community and general public.
9. Exercise independent judgment, people skills, and initiative in meeting the goal of providing service to the community.
10. Function as a member of the City's management team and participate actively in addressing related engineering matters affecting the City.

B. City Engineering Services, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee all matters relating to City Engineering. This will be accomplished by the establishment of regular office hours at City Hall and in conformance with the City's direction.
2. Provide appropriate support staff (onsite and offsite), i.e., Associate and Assistant Engineers, Technicians and Inspectors to meet the City's objectives.
3. Review matters pertaining to engineering to ensure that undertakings proposed and implemented by the City or others are done in a manner that protects the

City's interest and are in keeping with the City's goals and good engineering practices.

4. Be available to developers and contractors to handle matters dealing with the engineering functions of City government.
5. Provide recommendations for engineering services and practices to assure compatible and timely response to the City's needs.
6. Prepare agenda reports; progress updates, analysis and evaluations from time to time, as may be required by the Director of Public Works.
7. Oversee the issuance of Public Works permits; plan checks of projects within the public right of way, and inspection as it relates to the permit activity.
8. Advise the City of engineering and construction financing opportunities from Federal, State and Regional governmental agencies.
9. Administer projects funded by various Federal, State and Regional programs, to assure compliance requirements of each respective agency.
10. Provide general engineering consultation on items proposed by other public, non-profit or private agencies.
11. Provide special engineering reports on such matters as pedestrian and bicycle trail studies, assessment district formation, Geographic Information System (GIS) studies, National Pollution Discharge Elimination System (NPDES), Sewer Master Plan, Storm Drain Master Plan, Pavement Management Systems, etc., as authorized by the Director of Public Works.

C. City Traffic Engineering Services, as directed by the Director of Public Works, shall include the following:

1. Provide Traffic Engineering input on planning applications and projects.
2. Provide Traffic Engineering services for management of projects.
3. Supervise services related to the design, installation, and/or modification of traffic signals, signing, striping, channelization, street lighting, and other projects requiring plans, specifications or other documents prepared by a Traffic Engineer registered in the State of California..
4. Recommend priorities for traffic improvement projects and assist in the development of cost estimates and budget documents regarding such projects.
5. Supervise engineering studies of traffic operations; relating to the movement of vehicles, bicycles and pedestrians in the public right of way.
6. Prepare reports and recommendation for traffic control measures.
7. Monitor and coordinate the matters of the Traffic and Safety Commission, including the preparation of agenda items, agenda packets, Commission presentations and meeting attendance.

D. Public Works Inspection Services shall include the following:

1. Perform the day-to-day activities required to issue Public Works permits.
2. Review Public Works Improvement Plans.
3. Inspect Public Works permitted projects.
4. Inspect grading activities for developments and issue final grading certificates.

E. Development Engineering Services, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee and coordinate with the City's Community Development Department; the review of proposed improvements and land development projects and provide recommendations and conditions of approval as to engineering matters to ensure compliance with all applicable laws, rules, regulations, ordinances, resolutions and policies.
2. Provide such necessary and related functions that are normal practice for the City Engineer in the review and approval of private development projects.
3. Perform the statutory functions of City Engineer, to assist in the preliminary review and checking of parcel and tract maps, and lot line adjustments to ensure conformance to applicable portions of the City's Municipal Code, California Environmental Quality Act (CEQA), City standards and the State of California Subdivision Map Act.
4. Oversee the review of improvement plans under the jurisdiction of the City; that are prepared by private developers or other agencies to ensure conformance with City design standards and regulations.
5. Review and comment on Public Improvement Plans for residential developments, and all industrial and commercial developments.
6. Review and comment of Subdivision maps.
7. Review and comment of Hydrology and Geotechnical Reports.
8. Review and comment of Traffic Impact Reports.

F. Capital Improvement Program and Grant Program Management, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee the City's Capital Improvement Program and Grant Program Management.
2. Participate and provide input to the Street Ad-hoc Committee.
3. Assist in the coordination and submittal of various grants, including the preparation of monitoring reports, expenditure reports, schedules, final reports, etc.

4. Prepare schedules and reports on capital improvement projects and grants, as needed.

The following services shall be provided upon request and after written approval by the City:

A. On-Demand Professional Services – Preparations of Plans, Specifications and Estimates Services (PS&E) and Related Services, upon request submit a cost estimate for the preparation of plans, specifications and estimates required for all capital improvement projects in the City's Capital Improvement Program. At any time, the City may elect to issue a Request for Proposals for the preparation of PS&E and other related services necessary to carry-out any project in the City's Capital Improvement Program.

1. Provide all services necessary to prepare and complete plans, specifications and estimates, including surveying and compliance with Federal, State, Regional and City regulations, CEQA and project all funding sources/requirements.
2. Provide inspections services in compliance with Federal, State and Regional grants and City funds.
3. Provide Project Management for capital improvement projects. Coordinate with other departments, outside agencies, utility companies, and contractors to ensure successful completion of each CIP. Provide status reports and monthly project updates. Monitor project budgets, schedules, and work progress.
4. Provide construction management and inspection services during the course of construction of projects.
5. Prepare and submit all documentation required by Federal, State, or Regional grant funding sources, such as Caltrans E-76 forms/approval process.

As described above the City is requesting proposals for and considering entering into a contract for the following types of services. The City retains the right to decide whether or not to enter into contract all or a portion of the activities listed below, but will definitely enter into one or more contracts.

- A. Public Works Engineering Management Services**
- B. City Engineering Services**
- C. City Traffic Engineering Services**
- D. Public Works Inspection Services**
- E. Development Engineering Services**
- F. Capital Improvement Program and Grant Management Services**

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, and section dividers. Do not include company brochures, marketing materials and other unnecessary materials. The format of the Proposal shall follow the outline indicated below:

- **Cover Letter**
 - a. The letter shall not exceed three (3) pages and shall serve as a letter of introduction signed by a Principal or Senior Officer of the firm.
 - b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- **Table of Contents**
- **Section 1. Company Qualifications**
 - a. Provide the firm's general qualifications, location of the office from which services will be provided when not at City Hall, licenses and certifications possessed by staff members and the firm; number of years the firm has been in business; the type of entity, the names of the firms officers, principals and owners.
 - b. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines.
- **Section 2. Specific Experience.**
 - a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing the scope of work identified above.
 - b. Explain the firm's or team's technical capabilities in the following areas:
 - A. Public Works Engineering Management Services**
 - B. City Engineering Services**
 - C. City Traffic Engineering Services**
 - D. Public Works Inspection Services**
 - E. Development Engineering Services**
 - F. Capital Improvement Program and Grant Management**
- **Section 3. References**
 - a. Provide at least five (5) letters of reference/recommendation. Include name of the individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

- **Section 4. Project Staff Qualifications**
 - a. List company and the individual team members' experience in providing similar services, including a chart that indicates name, personnel qualifications, California registration and/or certifications relevant to the type of engineering services proposed to be provided by that individual. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will be providing the field inspections.
 - b. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- **Section 5. Project Approach and Understanding**
 - a. Provide your approach to delivering City and Traffic Engineering Services in an efficient and cost effective manner. Subjects such as quality control, on-time and on-budget project delivery approach, schedule recovery approach, cost control measures, etc.
- **Section 6. Customer Service**
 - a. Describe how your firm provides for responsiveness to phone calls or email from City management and staff; and discuss your anticipated relationship with the City of Montebello and your organization.
- **Section 7. Standard Consulting Agreement / Lawsuits or Arbitration**
 - a. Include a statement regarding whether the City's standard consultant agreement is acceptable as is or whether any modification would be proposed.
 - b. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.
- **Section 8. Engineering Staffing Cost**
 - a. Submit proposed fee to provide the following staffing level for the Engineering Division to meet the City's needs, as reflected under the **Scope of Work** contained in this RFP:

Actual Staffing To Be Provided	Weekly Hours	Monthly Hours
City Engineer	8	32
Deputy City Engineer	32	128
Sr. Associate Engineer	16	64
Administrative Support	40	160
Public Works Inspector	32	128
City Traffic Engineer	16	64
Total Weekly Staff Hours	144	
Total Monthly Staff Hours		576

- **Section 9. Additional Professional Services Fees**

- a. Provide a listing of Standard Hourly Rates for services; by type of personnel and/or service, including a listing of estimated other direct reimbursable costs. Please provide a Fee Estimate Worksheet in Excel format that covers, at a minimum, the items presented in the Table below:

ENGINEERING SERVICES RATE & COST STRUCTURE	
City Engineer	e.g. Hourly Rate
Deputy City Engineer	e.g. Hourly Rate
Sr. Associate Engineer	e.g. Hourly Rate
Administrative Support	e.g. Hourly Rate
Public Works Inspector	e.g. Hourly Rate
City Traffic Engineer	e.g. Hourly Rate

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional City Engineering Services in a qualified, efficient, and cost-effective manner, in combination with in-house city staff resources. City management and evaluators will review all proposals in a timely manner. The candidate will be evaluated on the following criteria:

1. Proven specialized experience in the type of work to be performed, specifically including work in a city of similar size.
2. Qualifications and experience of the staff assigned by proposer to perform these services.
3. Past experience of proposer and team members with relevant county, regional, state, and federal regulatory and funding agencies.
4. Projected Annual Cost on an Hourly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work.
5. Oral and written communication abilities.
6. References and performance record on similar assignments.
7. Quality of proposed scope of work, including the proposed management techniques, approach and practices for city services needs.
8. Familiarity with the City and the City locale.
9. Availability and capability to perform the engineering services described in this RFP on an ongoing basis.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior

similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

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

Questions during the solicitation period must be received by email no later than October 29, 2014 at 5:00 pm. All e-mails shall be sent to:

Pat Angulo
pangulo@cityofmontebello.com

With a carbon copy (or cc) to:
Danilo Batson
dbatson@cityofmontebello.com

TERM AND CONTRACT WITH THE CITY

The selected consultant(s) will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the consultant. The City Administrator is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Consultant and City.

The Term of this contract will be three (3) years with two (2) optional extensions of one (1) year each granted by the authority of the City Administrator.

SUBMITTAL REQUIREMENTS

Sealed proposals will be received in the offices of the City Clerk, 1600 W. Beverly Boulevard, Montebello, California 90640, and marked "**CITY ENGINEERING SERVICES**" up to the hour of 11:00 am on November 13, 2014.

Please submit five (5) printed copies of the proposal, and an electronic copy (PDF) of the complete proposal.

Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, and section dividers. Do not include company brochures, marketing materials and other unnecessary materials.

All proposals must be on paper, mailed or delivered to the City of Montebello. Faxed or e-mailed proposals will not be acceptable. Proposal packages received after the due date will not be considered.

GENERAL CONDITIONS

1. The City of Montebello shall not be liable for any pre-contractual expenses incurred by any proposing firm (proponent) in response to this RFP, nor shall the proponent include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
2. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the proponent that is best qualified and most responsive in the opinion of the City.
3. The City reserves the right to reject any and all Proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this RFP.
4. Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
5. Consultant, at its own cost and expense, shall procure and maintain insurances as required by the Professional Services Agreement.
6. Consultant will be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions and affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion.
7. Consultant is required to have in full force and effect all licenses and permits required by all applicable laws. Consultant shall obtain a City of Montebello Business License during the term of the contract.
8. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of Los Angeles, the City of Montebello and all governing bodies having jurisdiction applying to work done under the agreement.

9. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the Consultant.
10. Consultant shall not sublet any portion of the agreement with the City without express written permission of the Director of Public Works or his designated representative.
11. The City reserves the right to review and approve the qualifications of subcontracting firms or person. Substitutions that are not approved are considered sufficient grounds for termination of contract.
12. The City, or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records, or other records relating to personnel employed by the Consultant. Such material, including pertinent cost accounting, financial records and proprietary data, will be kept and maintained by Consultant for a period of at least four years after completion of a Consultant's performance unless the City's written permission is given to dispose of same prior to that time.
13. All responses to this RFP shall become the property of the City of Montebello and will be retained or disposed of accordingly.
14. No amendments, additions, or alterations shall be accepted after the submission deadline.
15. All documents, records, designs, and specifications developed by the Consultant in the course of providing services to the City, shall become the property of the City. Anything considered proprietary should be designated by the Consultant.
16. Acceptance by the City of any qualification submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
17. The City reserves the right to issue written notice to all interested parties of any change in the qualifications submission schedule should the City determine, at its sole discretion, that such changes are necessary.
18. The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

City of Montebello

Department of Public Works

ENGINEERING DIVISION

PHONE (323) 887-1200

FAX (323) 887-1464

To: Prospective Bidders

From: Danilo Batson
Director of Public Works

Date: November 12, 2014

Subject: RFP for City Engineering Services, RFP No. 14-18

Addendum #1 – Extension on deadline for Bids

New deadline is November 20, 2014 @ 11:00 A.M.

Bidder's Certificate: (This Certificate must be signed and returned together with the Proposal, otherwise the submitted proposal shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #1 AND I ACCEPT THE
AFOREMENTIONED CONDITIONS.

DATE: 11/19/2014

COMPANY: Infrastructure Engineers

SIGNATURE: [Signature]

TITLE: CEO

City of Montebello

Department of Public Works

ADMINISTRATION DIVISION

PHONE (323) 887-1200

FAX (323) 887-4716

To: Prospective Bidders

From: Danilo Batson
Director of Public Works

Date: November 17, 2014

Subject: RFP for City Engineering Services, RFP No. 14-18

Addendum #2 – Responses to Inquiries

I. RESPONSES TO INQUIRIES:

- 1) Upon review of the RFP No. 14-18 for City Engineering Services, I wanted to inquire about the scope of work. In the RFP document, the City lists the scope of work in various sections. Can a firm respond to any of these sections of scope or is the City looking for a firm to provide all these services? For example, Owen Group, Inc. (Owen) can provide nearly all the services in-house, however we are unable to provide traffic engineering and inspection services. These services would require Owen to obtain a Subconsultant, which we do on multiple municipal contracts.

Answer: The City is seeking a firm that can provide all the services listed in the RFP; some services can be provided through a subconsultant.

- 2) Is it acceptable for a firm to respond and include subconsultants for the scope not provided in-house? Or, can a firm respond to only specific portions of the scope of work? Or, is the City searching for a firm that can provide all services in-house?

Answer: The City is seeking a firm that can provide all the services listed in the RFP; some services can be provided through a subconsultant. Proposals that do not address all the services requested in the RFP will be considered "Non Responsive."

- 3) We are planning on submitting a proposal for the City Engineering Services RFP and have the following question. If we are submitting a proposal for Public Works Inspection Services only, does the Project Manager need to be both a licensed Civil Engineer and Traffic Engineer?

Answer: See response to Inquiry #2.

- 4) May we obtain 1-year and 5-year CIP Budgets?
Answer: The City's Capital Improvement Budget is approved on an annual basis. Please see attached approved FY 2014-15 CIP Budget.
- 5) Has the City adopted a Complete Streets Ordinance?
Answer: No, the City has not adopted a Complete Streets Ordinance/Policy.
- 6) Is there a pavement management system available?
Answer: Yes, the City has a pavement management system.
- 7) Will the City provide selected consultant an office space at the City Hall or elsewhere?
Answer: Yes, the selected consultant will be provided office space at City Hall, in the Public Works Department, 1600 W. Beverly Blvd, Montebello, CA 90640.
- 8) The Development Engineering Services will require additional services, such as City Surveyor and Geotechnical Engineering, which are not in the scope of this RFP. Should we give the City a supplemental Fee Proposal with hourly rates in order to give the City an idea of costs? Giving a fixed cost is impossible as the fees charged will be contingent on each individual project and will be proposed on a project to project basis.
Answer: Yes, an hourly rate for specialized functions/services shall be provided in your proposal.
- 9) Should the fee proposals be submitted in separate envelopes?
Answer: No, all fee proposals shall be submitted as part of the proposal submittal.
- 10) Does the City have the dates in which the City will short list the qualified companies, dates for the oral interviews, and dates that the City plans on awarding the contract?
Answer: Not at this time; however, the City intends to move as quickly as possible with an award for services.
- 11) What is the amount for the City's current contract for engineering services?
Answer: The City's current contract for engineering services is \$342,576.
- 12) Is there any Addenda for "City Engineering Services, RFP No. 14-18"? We checked City's web-site, and no addenda was posted. If there is any Addenda, or any additional information provided to the proposers, can you also e-mail to us?
Answer: Yes, there is. See Addendum #1 and #2 on the City's website.
- 13) Also, the RFP limits the total proposal pages to 25 pages, excluding proposal cover letter, table of contents, and section dividers. If we reference letters, can the reference letters be also excluded from the 25 page limit?
Answer: Yes, the reference letters are excluded from the 25 page limit. The following change or modification is made to RFP No. 14-18:

"Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, ~~and~~ section dividers, and reference letters. Do not include company brochures, marketing materials and other unnecessary materials."

14) Is the page limit absolute at 25 pages?

Answer: See response to Inquiry #13.

15) Can we add a small appendix?

Answer: See response to Inquiry #13.

16) Are the reference letters counted in the page count?

Answer: See response to Inquiry #13.

17) Are the cost proposal and rate sheets part of the page count?

Answer: Yes, the cost/fee proposal is part of the proposal and as such part of the page count.

18) Will there be answers to any questions and will the website be updated to reflect that the RFP is still open until the 20th?

Answer: Yes, Addendum #2 includes responses to all written inquiries received. Addendum #1 extended the proposal deadline to November 20, 2014 at 11:00 a.m.

19) Will the City issue any responses to questions?

Answer: Yes, Addendum #2 includes responses to all written inquiries received.

20) Also, can you please exclude any reference letters from 25 page limitation?

Answer: See response to Inquiry #13.

Bidder's Certificate: (This Certificate must be signed and returned together with the Proposal, otherwise the submitted proposal shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #2 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 11/19/2014

COMPANY: Infrastructure Engineers

SIGNATURE: [Signature]

TITLE: CEO

CITY OF MONTEBELLO											
APPROVED FY 2014-2015 CAPITAL IMPROVEMENT PROJECT BUDGET											
6/15/2014											
LOCATION	GAS TAX	CARRY OVER	PROPOSITION C	CARRY OVER	MEASURE R	GRANT	STP-L	CDBG	PROP A EXCHANGE	TDA-3	TOTAL PROJECTED REVENUES
PROJECTED PROP C AND MEASURE R REVENUE FOR FY 2014-15 BASED ON METRO'S ESTIMATE OF ALLOCATIONS	\$86,226		\$917,723		\$886,301	\$0	\$189,000	\$291,110	\$380,000	\$41,703	\$2,594,063
FY 2014-2015 CAPITAL IMPROVEMENT PROJECT BUDGET											
BEVERLY BOULEVARD IMPROVEMENTS - VIA ALTAMIRA TO VIA VAL VERDE (Construction)											
BLUFF ROAD - UPPER TO WHITTIER LIMITS TO VAIL (Construction)											
GARFIELD AVENUE IMPROVEMENTS, PHASE II (Construction)			\$440,700	CO	\$190,985						
MONTEBELLO WAY TRAFFIC SIGNAL IMPROVEMENT FROM MINES TO OLYMPIC			\$1,099,838	CO							\$1,099,838
VIA CAMPO FROM GARFIELD TO WILCOX WASHINGTON BLVD - PHASE II, EAST CITY LIMIT TO GREENWOOD (Construction/Administration) (NEW)			\$135,000	CO		\$578,577					\$814,577
ALLEY W/O VIA ALTAMIRA B/W VIA PASEO TO VIA ALTAMIRA (NEW)			\$901,723				\$189,000		\$54,040		\$1,144,763
ALLEY S/O LOS ANGELES AVENUE B/W PARK AND MAPLE (NEW)											
VAIL AVENUE STREET IMPROVEMENTS B/W WHITTIER TO OLYMPIC (NEW)	\$50,215										
WESTMORELAND DRIVE STREET IMPROVEMENTS - B/W WILCOX TO VAIL (NEW)											
VIA LUNETO STREET & SEWER IMPROVEMENTS - VIA CORONA TO MADISON (NEW)											
RAYWOOD AVENUE STREET IMPROVEMENTS - LINCOLN TO FORBES (NEW)									\$41,889		\$242,100
CONCRETE PROGRAM ADA ACCESS RAMPS CITYWIDE SIDEWALK AND POTHOLE REPAIRS									\$188,120		\$188,120
CONCRETE PROGRAM ADA ACCESS RAMPS											\$58,922
FEASIBILITY STUDY - ACE PROJECT RECREATIONAL FIELD TRIPS											\$145,808
SGV COG PARTICIPATION			\$25,000								\$58,922
GATEWAY COG PARTICIPATION			\$20,000								\$53,876
TRAFFIC ENGINEERING STUDIES	\$36,011		\$16,000								\$25,000
ADMINISTRATIVE OVERHEAD (PROP C & MEASURE R)			\$157,000	CO	\$3,969						\$20,000
CARRYOVER FUNDS FROM FY 13-14			\$2,131,431		\$652,692	\$954,295	\$0	\$0	\$0	\$0	\$16,000
PROPOSED NEW FY 2014-2015 FUNDS REQUIRED	\$86,226		\$917,723		\$886,301	\$0	\$189,000	\$291,110	\$380,000	\$41,703	\$2,594,063
PROPOSED FISCAL YEAR 2014-2015 GRAND TOTAL	\$86,226		\$3,099,134		\$1,250,993	\$954,295	\$189,000	\$291,110	\$380,000	\$41,703	\$6,292,461

Exhibit "B"
Schedule of Compensation



INFRASTRUCTURE ENGINEERS

1815 E. Heim Ave., Ste. 100
Orange, CA 92865
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infeng.co

January 27, 2015

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: **Monthly and Annual Cost for Staff - Current Staff Level**

Dear Mr. Batson:

Thank you for the opportunity to interview to continue providing City Engineering Services to the City of Montebello.

Per your request, the monthly and annual cost for the staff will be as follow:

Position	Weekly Hours	Annual Hours	20% Discounted Rate for Montebello	Annual Cost
City Engineer	32	1,664	119	\$198,016
Sr. Associate Engineer	16	832	78	\$64,896
Administrative Assistant	32	1,664	55	\$91,520
Public Works Inspector	16	832	60	\$49,920
City Traffic Engineer	16	832	112	\$93,184
Total Annual Cost				\$497,536
Average Monthly Cost				\$41,461

Since the City has twelve (12) Holidays and City Hall is closed on Holidays, the annual hours of City Engineer, Administrative Assistant, and Public Works Inspector can be adjusted to reflect actual hours, per chart below:

Position	Weekly Hours	Annual Hours	Holiday Hours	Adjusted Annual Hours	20% Discounted Rate for Montebello	Adjusted Annual Cost
City Engineer	32	1,664	96	1,568	119	\$186,592
Sr. Associate Engineer	16	832	--	832	78	\$64,896
Administrative Assistant	32	1,664	96	1,568	55	\$86,240
Public Works Inspector	16	832	96	736	60	\$44,160
City Traffic Engineer	16	832	--	832	112	\$93,184
Total Annual Cost						\$475,072
Average Monthly Cost						\$39,589



**INFRASTRUCTURE
ENGINEERS**

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Thank you again for giving Infrastructure Engineers the opportunity to be of service to the City of Montebello. We greatly appreciate your trust and confidence in our firm and we look forward in continuing to provide the City and its community with excellent service. Please note that the position hours listed above and hourly rate proposed are subject to negotiation after the process of the most qualified firm is confirmed. Infrastructure Engineers as a business partner have always strived to provide the most economical services to the City of Montebello.

Should you need additional information, please contact me at (714) 940-0100, ext. 5555.

Respectfully submitted,

Sid Mousavi, P.E.
President and Chief Executive Officer

AGREEMENT 3066

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This First Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS, INC ("First Amendment") is entered into this 22th day of March 2018, by and between Infrastructure Engineers, Inc., ("Contractor") and City of Montebello ("City"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "Agreement"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (First Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

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 to the Agreement as follows:

SECTION 1. Term.

This First Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this First Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this First Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS, INC.



Andrew G. Pasmant
Acting City Manager



Sid Mousavi

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



May 3, 2018

Andrew Pasmant
Acting City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Engineering Services Agreement No. 3066 – Contract Extension (First Amendment)

Dear Mr. Pasmant,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montello and its community.

This letter is to confirm our earlier request on March 1, 2018 to extend our contract Agreement No. 3066 that was ending on March 25, 2018. We would like to request the City to extend our contract for another year to March 25, 2019, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Farzad Dorrani, MS
Chief Executive Officer

Cc: Danilo Batson, Assistant City Manager
Arnold Alvarez-Glasman, City Attorney

FD/om





April 24, 2018

Irma Barajas
City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: First Amendment to Engineering Services Agreement No. 3066

Dear Ms. Barajas:

Enclosed please find two (2) signed copies of the above referenced Agreement. Please forward a copy of the fully executed Agreement back to my attention.

If additional information is needed, please feel free to contact me at (714) 940-0100, Extension 5032.

Sincerely,

Farzad Dorrani, MS
Chief Executive Officer

Encl: (2) Sets of Agreement

FD/om

Normally, the proposal is
attached to the Amendment.
Who has the proposal?

AGREEMENT 3066

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This First Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS, INC ("**First Amendment**") is entered into this 22th day of March 2018, by and between Infrastructure Engineers, Inc., ("**Contractor**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (First Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

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 to the Agreement as follows:

SECTION 1. Term.

This First Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this First Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

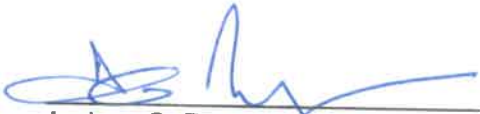
SECTION 2. Compensation.

For the Term of this First Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

A blue ink signature of Andrew G. Pasmant, consisting of a stylized 'A' followed by a series of loops and a long horizontal stroke.

Andrew G. Pasmant
Acting City Manager

INFRASTRUCTURE ENGINEERS, INC.

A blue ink signature of Sid Mousavi, featuring a stylized 'S' and 'M' followed by a long horizontal stroke.

Sid Mousavi

ATTEST

A blue ink signature of Irma Barajas, consisting of a stylized 'I' and 'B' followed by a long horizontal stroke.

Irma Barajas, City Clerk

APPROVED AS TO FORM

A blue ink signature of Arnold M. Alvarez-Glasman, featuring a stylized 'A' and 'G' followed by a long horizontal stroke.

Arnold M. Alvarez-Glasman
City Attorney



**INFRASTRUCTURE
ENGINEERS**

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

May 3, 2018

Andrew Pasmant
Acting City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Engineering Services Agreement No. 3066 – Contract Extension (First Amendment)

Dear Mr. Pasmant,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montello and its community.

This letter is to confirm our earlier request on March 1, 2018 to extend our contract Agreement No. 3066 that was ending on March 25, 2018. We would like to request the City to extend our contract for another year to March 25, 2019, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Farzad Dorrani, MS
Chief Executive Officer

Cc: Danilo Batson, Assistant City Manager
Arnold Alvarez-Glasman, City Attorney

FD/om





April 24, 2018

Irma Barajas
City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: First Amendment to Engineering Services Agreement No. 3066

Dear Ms. Barajas:

Enclosed please find two (2) signed copies of the above referenced Agreement. Please forward a copy of the fully executed Agreement back to my attention.

If additional information is needed, please feel free to contact me at (714) 940-0100, Extension 5032.

Sincerely,

Farzad Dorrani, MS
Chief Executive Officer

Encl: (2) Sets of Agreement

FD/om

Normally, the proposal is
attached to the Amendment.
Who has the proposal?

AGREEMENT 3066

SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS, INC., ("**Second Amendment**") is entered into this 22th day of March 2019, by and between Infrastructure Engineers Inc., ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (Second Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions, as mutually agreed to by the Parties.

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 to the Agreement as follows:

SECTION 1. Term.

This Second Amendment shall be deemed to have taken effect on the date of expiration of the First Amendment, and shall terminate on March 22, 2020 (the "**Term**"). Nothing herein prevents either Party from terminating this Second Amendment prior to

expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this Second Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS, INC.



Paul Talbot
Acting City Manager



Sid Mousavi

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



**INFRASTRUCTURE
ENGINEERS**

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

March 6, 2019

Mr. Danilo Batson
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Engineering Services Amendment No. 3066 – Contract Extension (Second Amendment)

Dear Mr. Batson,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montebello and its community.

This letter is to confirm the request on February 27, 2019 to extend our contract Agreement No. 3066 that was ending on March 25, 2019. We would like to request the City to extend our contract for another year to March 25, 2020, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Douglas Benash, PE, QSD
Vice President, City Engineering

AGREEMENT NO. 3066

THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Third Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS ("Third Amendment") is entered into this December 18, 2019, by and between Infrastructure Engineers, ("Consultant") and City of Montebello ("City"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "Agreement"), pursuant to which City retained Consultant to provide engineering services, as further described in the Agreement;

WHEREAS, the City awarded the contract to the Consultant based on their qualification subsequent to a competitive selection process;

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, on or about March 22, 2019, the Parties executed the Agreement for an additional one (1) year term via the Second Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, The City Council by the unanimous vote on August 28, 2019 authorized the City Manager to negotiate an amendment to the exiting Agreement to facilitates implementation of a Street Improvement Bond to be implement over a three-year period; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties;

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 to the Agreement as follows:

SECTION 2. Compensation.

For the Term of this Third Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement and as shown in Consultant's Proposal, dated January 27, 2015. However, for the design of the capital projects (Paving The Way), the program management, studies, construction management and other ancillary services the Consultant shall be compensated at the rate and in an amount not to exceed \$895,107 per Consultant's proposal dated October 27, 2019, hereto attached as Exhibit "A" to this Amendment.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO



René Bobadilla
City Manager

INFRASTRUCTURE ENGINEERS



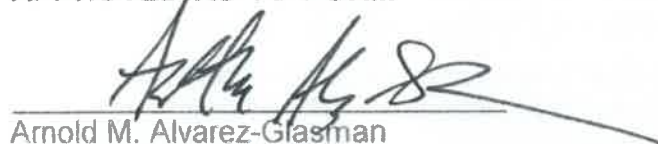
Sid Mousavi
CEO

ATTEST



Irma Barajas
City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



October 27, 2019

Danilo Batson
Public Works Director
1600 W Beverly Blvd.
Montebello, CA 90640

Subject: Proposal to Provide Engineering Services to the City of Montebello's Paving the Way Program – Planning, Design, Project Management, Construction Management and Outreach

Dear Mr. Batson,

Infrastructure Engineers is pleased to partner with the City of Montebello to plan and develop a strategy for the implementation of the "Paving the Way" Fiscal Years (FYs) 2019-2020 program. We have been proudly assisting the City for many years with improvements and rehabilitation of roadways and alleys. Because of this valued relationship, we take personal interest in continuing to assist the City in maintaining and improving its infrastructure and implementing programs that enhance the community's safety and wellbeing.

Scope of Work

Infrastructure Engineers will provide all necessary services to achieve the City's goals for the program. This work includes all services held for the 2019-2020 area designated FY, but is not limited to the tasks outlined here.

Task 1: Planning & Strategy Development

The undertaking of the "Paving the Way" program requires the development of a strategy that will establish an efficient roadmap to initiate and navigate the program. This includes dividing the identified street based on standard pavement preservation method categories-reconstruct, resurface or rehabilitate.

For example, streets that have drainage issues or require total reconstruction will be required to have a topographical survey and a geotechnical investigation conducted to provide a proposed flowline on a profile in a set of detailed plans to appropriately address both pavement and drainage issues. However, streets that maintain a healthy flow of drainage and do not need total reconstruction will only require a geotechnical investigation to determine the thickness of existing pavement section and not a topographical survey.

By classifying the streets into separate categories, Infrastructure Engineers will streamline the design of streets that require no survey. This category of streets will not require detailed plans and can be designed and constructed much faster by utilizing exhibits typical profile and tables within the specifications to call out improvements.

Within this category, Infrastructure Engineers' strategy would involve grind and overlay or asphalt rubber aggregate membrane (ARAM).

Within the category of streets that requires detailed surveying geotechnical investigation as well as plans and specifications. The strategy would involve grind and overlay, ARAM or total reconstruction. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget as possible.

The project consists of pavement rehabilitation, ADA improvements, sidewalk, cross gutter, driveway approach, manhole adjustment, curb and gutter improvements, roadway safety improvements, traffic control, and signing and striping. Each street shall have its own detailed scope of work and schedule. It will be our engineer's aim to minimize the limits of concrete work in order to maximize the paving dollars.

Infrastructure Engineers is committed to ensuring that projects are completed on schedule and within budget; however, we realize that schedules can be impacted by unexpected issues and occurrences. In these cases, Infrastructure Engineers' policy is to commit the necessary resources to the project to bring the project back on schedule. Resources are allocated as needed without additional cost to the City. When the planning and strategy development phase is analyzed, the City will have the distribution of streets with rehabilitation strategy assigned to it. Also, a preliminary cost estimate for each street will be developed.

Task 2: Design Activities

Phase 1 – Streets that are free of drainage deficiency

This list of streets will be designated as the first list of streets to be rehabilitated. The streets will not need any land surveying and with some geotechnical work (pavement coring) the existing asphalt thickness and state of substructure can be identified. Infrastructure Engineers will prepare one sets of specifications with necessary charts and sketches, along with a cost estimate and bid schedule. The design engineer, upon consultation with City staff, will identify the streets that can be rehabilitated using traditional grind and overlay or ARAM strategy.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

In conjunction with information researched, we will notify affected utility companies of the impending project. Surface features requiring adjustment will be identified and coordinated with the corresponding utility company. This includes preparing Utility Information Requests, Prepare to Relocate Notices, and Notices to Relocate, as defined by the City. This task will begin immediately upon receiving Notice to Proceed to ensure due diligence and follow-through with the utility companies.

Infrastructure Engineers' staff will initiate the three-step notification process early in the design process and will identify conflicts to meet the City's schedule. We are aware of the City's concerns about resolution of any and all possible conflicts impacting the project schedule. We will dedicate ourselves to making sure there will be no such delays by beginning this process immediately.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below:

Final Specifications and Estimates: Infrastructure Engineers will provide professional services to complete all streets that require only grind & overlay or ARAM. One Final submittal of specifications with cross sections of pavement recommendations and detailed tables for concrete repairs will be provided to the City on October 31, 2019 so that construction may begin soon after the City advertise the project for bids.

Phase 2 – Streets needing plans and specifications

Based on the analysis of field documents, geotechnical investigation and drainage issues, the design engineers will identify the streets that are needing traditional reconstruction or ARAM. A complete list of ARAM projects will be identified and specified.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

In conjunction with information researched, we will notify affected utility companies of the impending project. Surface features requiring adjustment will be identified and coordinated with the corresponding utility company. This includes preparing Utility Information Requests, Prepare to Relocate Notices, and Notices to Relocate, as defined by the City. This task will begin immediately upon receiving Notice to Proceed to ensure due diligence and follow-through with the utility companies.

Infrastructure Engineers' staff will initiate the three-step notification process early in the design process and will identify conflicts to meet the City's schedule. We are aware of the City's concerns about resolution of any and all possible conflicts impacting the project schedule. We will dedicate ourselves to making sure there will be no such delays by beginning this process immediately.

Land Surveying

Infrastructure Engineers will provide engineering surveying support services to prepare the base maps to be used in the project's design, including electronic Computer-Aided Design (CAD) files for streets that will require total reconstruct or have drainage issues. This will include record collection, establishment of horizontal and vertical controls, additional needed surveying, monument and centerline tie preservation, and establishment of temporary benchmarks.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Plans, Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below.

50% Plans and or Specifications: Infrastructure Engineers will prepare preliminary design plans for the project to include all the City's goals and needs. During this process, extensive coordination will be conducted to meet the City's requirement for the project and stakeholders' approval. These services include, but are not limited to preparation of a base map showing detail of existing conditions, existing utility locations, and proposed design concept and solutions for the project.

90% and 100% Plans, Specifications and Estimates: After City's approval of the preferred design for the proposed project, Infrastructure Engineers will provide professional services to complete all items as outlined, including all deliverables.

Based on the approved preliminary plans and or specifications, Infrastructure Engineers will prepare final design documents at the 90% and 100% completion stages for City review and approval. At each submittal, previous comments will be incorporated in the design documents for the City's review.

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed Mylar drawings, electronic copies of the plans will be delivered to the City for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction as well as all available City standards, and any other applicable state and federal codes.

Specifications: Infrastructure Engineers will prepare a comprehensive set of technical specifications using Standard Specifications (boiler plate) from the City, with all amendments and templates and, where needed, additional language from the latest edition of Standard Specifications for Public Works Construction will be added. Bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the Special/Technical Provisions and included in the contractor's bid list. Technical provisions will contain adequate detail in coordination with the plans and will reference the appropriate standard specifications. Each item of work will be covered, and a measurement and payment clause will be included. At the 90% and 100% stages, a copy of Special Provisions will be provided to the City for review.

Engineer's Estimates: Infrastructure Engineers will prepare a quantity takeoff and construction cost estimate for verification of project budget and guidance during the design phase. Measurement of units will be contained in the cost estimate and specifications with additional detail for lump sum items, as necessary. Because of the variability in construction material prices, we will, at the time of each submittal of cost estimates, verify our database for construction cost items with general contractors, manufacturers, or material suppliers. Backup information will be submitted along with the estimate for City records and concurrence. The cost estimates will be prepared and submitted to the City at preliminary design stage and at 90% and 100% completed stages. Hard copy on 8.5-inch by 11-inch sheets, and an electronic copy, of the cost estimates will be delivered to the City for its records.

Record Drawings (As-Builts)

Infrastructure Engineers will provide a complete set of revised original tracings to the City, showing as-built conditions, within 60 days of completion and acceptance of the project. Revisions will be solely based on as-built information provided by the City's Project Manager and the contractor. Infrastructure Engineers will assume no responsibility for the accuracy of the information provided by the City's Construction Manager and the contractor.

Task 3: Project Management

Infrastructure Engineers will provide project management during the entire course of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings (weekly or bi-weekly), preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. Infrastructure Engineers will ensure that all design elements required by the City and other governing agencies are addressed at various stages of the work.

An initial kick-off meeting of design team members and City staff will be convened to review and confirm the detailed project scope, construction objectives, and other pertinent project details. During this meeting, design criteria and parameters will be discussed and established for each of the various elements that will be incorporated into the project. In addition, when Infrastructure Engineers has prepared its preliminary plans, a meeting will be set with the City to review, in detail, and finalize project work to the City's satisfaction. Infrastructure Engineers will communicate with City staff as necessary to coordinate the project design. For all meetings, agendas and notes will be prepared by Infrastructure Engineers to summarize issues to be discussed and for distribution to City staff.

In addition to the initial project definition and program development meeting, continuous coordination and updates will be conducted by Infrastructure Engineers with City staff. This includes a bi-weekly conference meeting and written bi-weekly project status reports using the City's format.

Bid Phase

Preparation of accurate and complete bid documents is a very important aspect of ensuring successful delivery of construction projects. Infrastructure Engineers' project managers realize that reaching out to a large pool of contractors and obtaining timely responses to contractors' requests for information (RFIs) are important facets of a comprehensive bidding exercise. Infrastructure Engineers will provide engineering support services during the bidding phase of the project, upon City's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses, and preparing addenda, if needed (up to three addenda). These tasks will be diligently completed to ensure that projects will properly transition to the construction phase, as outlined in the program's master schedule.

Construction Phase

Infrastructure Engineers' Project Manager will coordinate with the City to attend the preconstruction meeting, job walk, and job-site meetings, and will provide field recommendations during construction when required by the City. The Infrastructure Engineers team will be ready to respond to all RFIs, attend meetings, and the review of material mix designs, and review submittals and shop drawings. A tabulated response to all RFIs will be submitted to the City. If changes occur that require revisions to the plans or special provisions, our design team will modify the project plans or special provisions, as required by the City. This also includes field observations and construction inspection services. The following subsections present detailed work that will be done as part of this task:

Responding to RFIs during Construction: Infrastructure Engineers' Construction Manager will receive, review and respond to the contractor's RFIs in a timely manner to ensure the contractor's flow of work. Our reporting systems have built-in mechanisms to expedite the flow of information and ensure that no issues are inadvertently overlooked. For instance, the RFI log will automatically highlight any RFI that has remained unprocessed for a period of three days. That way we can immediately respond to the RFI and eliminate a potential contractor claim for the delay. The change order and submittal logs have similar mechanisms to alert our project team to act on issues before they become problems. Infrastructure Engineers will require

the successful contractor to provide project information to the project team in an approved format. Infrastructure Engineers will make sure this requirement is a part of the instructions to bidders.

Review of Submittals: Infrastructure Engineers will review the contractor's submittals and shop drawings to ascertain compliance with bid documents. The submittal logs will be initiated and maintained.

Controlling Change Orders (As Required): In performing our analysis of change orders, Infrastructure Engineers' attention is focused on determining whether or not an alleged change is merely a clarification; if it is a change, we find out if it is necessary. Lastly, we determine how much added value, if any, is given to the project by making the change and which party is responsible. Every pending change involving time or cost will be evaluated in a timely manner. Infrastructure Engineers' recommendations will be given to the City to facilitate timely and well-informed decisions. We will assist the City in negotiating with the contractor to ensure the City receives a fair price for all change orders.

Task 4: Construction Management and Inspection

Construction Management

Reviewing the construction processes from start to finish during pre-construction phase will identify obstacles before a project is actually built, thus reducing or preventing errors, delays, and cost overruns. The first step to providing construction management and inspection services is the constructability review.

Constructability Review

The main goal of the constructability review is to identify areas of the project where potential change orders can occur. Upon the City's request, the construction manager will work with the design engineer and contractor to minimize or eliminate potential change order issues. The constructability review will enhance the construction manager's ability to manage the project and keep surprises to a minimum.

The construction manager will review the items listed below to identify any potential constructability issues or conflicts.

- Project Design Plans: Identify the limits and scope of the project.
- Specifications: Review the general conditions of the project, including construction materials, methods of construction, and installation required.
- Quantity Estimates: Ensure the contractor completes all specified quantities in the bid package, unless otherwise noted by the City.
- Contract: Review the contract terms to confirm the contractor is abiding by all requirements.
- Identify High-Risk Locations (schools, businesses, high-density residential areas, etc.): Based on our experience, construction near these high-risk locations can be problematic for both the contractor and project stakeholders. Locating these areas will provide the project with the highest degree of success. A plan of action will be developed with the contractor to mitigate risk, avoid construction delays and claims, and reduce complaints from the public.
- Obtain Trash Pickup and Street Sweeping Schedule: These are services provided on a routine basis (weekly, bi-weekly, etc.) that involve the public right-of-way. Identifying these schedules and where these services are provided will help the contractor schedule their work with the least amount of disruption to these services being provided to residents and businesses.
- Agency Coordination: Identifying major stakeholders, their level of involvement, and coordinating project schedules with them.
- Submittals: Identifying and tracking contractor's submittals using a spreadsheet.

Pre-construction Conference Review

All relevant project staff will be identified and requested to attend the Pre-construction Conference. Ideally, the items listed below will be discussed:

- Issuance of Notice to Proceed to contractor
- Move-in/mobilization period for the contractor
- Contractor's schedule
- Point of contact – chain of command
- Submittals and requests for information (RFIs)
- Review of contractor's traffic control plans for project
- Working hours
- Site safety
- National Pollutant Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plans (SWPPP) submittal and review
- Schedule of future meetings with contractor
- Weekly status reports
- Budget reports
- Schedule updates
- Design clarifications and change orders
- Progress payments
- Public relations – project notification to residents and businesses
- Labor compliance
- Contact numbers of critical services (Sheriff, Fire Department, trash collection, street sweeping, school district, etc.)

Surveying and Construction Staking

If requested by the City, necessary surveying and construction staking will be arranged to ensure the contractor will be able to perform project work without any delays. The construction inspector will verify the scope of work and exact limits of removals with the contractor's foreman. Limits of removal and joint lines will be marked, and digital images of each location will be recorded.

Site Safety

The Site-Specific Safety Plan (SSSP) is a communication tool between the main contractor and subcontractor and should be in place before construction begins. When used correctly, it ensures that relevant site information is regularly updated, and safety is monitored. SSSPs not only protect workers but the City as well. The Infrastructure Engineers construction inspector will review the contractor's SSSP for compliance with OSHA standards and regulations and that daily safety tailgate meetings are held by contractor to all site workers. The construction inspector will immediately stop work when any unsafe condition is observed and notify the contractor of the violation and provide written notification to the contractor. If the contractor refuses to comply or correct the situation, the construction inspector will notify the City and Cal OSHA.

Agency Coordination

Early coordination with stakeholders is critical to prevent project delays, claims, and other unforeseen encumbrances to the project. We will determine the level of involvement a stakeholder has with this project and work with that stakeholder to provide any required information or project coordination.

Management/Information Systems

Prior to the Pre-construction Conference, the construction manager will establish a system for managing all project correspondence. Correspondence will include project submittals, RFIs, reports, progress payments, change orders, and other required project documents essential to construction. Spreadsheets for submittals and RFIs will be prepared to ensure the contractor can begin as soon as possible. Spreadsheets for progress payments and change orders will also be prepared to track and monitor the cost and schedule of the contractor for the entire project.

Coordinate Project Submittals

Using our management information systems, a spreadsheet will be prepared to monitor submittals on the project. The spreadsheet will allow the construction inspector to verify which of the contractor's submittals were approved by the project designers. The non-approved submittals will have comments from the designer for the contractor to correct in order obtain approval for those submittals.

Review Traffic Control Plans

A Traffic Control Plan will be required for each different construction phase or sewer system reach where work will be performed within the public right-of-way. The construction inspector will review the contractor's plans to ensure they are consistent with both the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement. The plans must clearly depict the exact sequence of construction operations, the construction to be performed, and the traveled way that will be used by all traffic during each phase of construction. Approved traffic control plans will be reviewed at the Pre-construction Conference.

Materials Testing

If requested by the City, necessary materials testing will be arranged in compliance with the City's Quality Assurance Plan (QAP) and Caltrans LAPM procedures and requirements, when relevant, to ensure the contractor will be able to perform his work without any delays and ensure that the project will be constructed per design standards and details.

Infrastructure Engineers' construction inspector will verify the quantities of testing samples, coordination of plant inspections and material compliance with the contractor's foreman. The laboratory performing the construction and materials testing and all samples will possess valid and current certifications as required by Caltrans.

Weekly Construction Meetings

Meetings will be held on a weekly basis during construction. All involved stakeholders will be requested to attend. The meetings may involve discussions regarding the schedule, change orders, progress payments, disputes, site safety, traffic control, environmental compliance, and other project-related concerns. These meetings will provide opportunities to discuss any outstanding items or issues to further the project's progress. The construction manager will provide a summary to City's Project Manager and will offer recommendations and suggestions to further the project's progress, if necessary.

Issues Management

It is our goal to use proper quality control measures to avoid unnecessary change orders, claims, or disputes on this project. While the constructability review completed in the pre-construction phase will assist and aid in this process, not all issues are known prior to the start of construction. The first step in this process is avoidance. Avoidance is critical because many disputes and change orders can be avoided if proper

measures are in place. Consistent inspection of work and constant review of the contractor's progress are vital when it comes to preventing unnecessary disputes and change orders by the contractor to the City.

Dispute/Change Order Process

1. Inform the City's Project Manager of the dispute, claim, or change order request by the contractor.
2. Examine the validity of the dispute, claim, or change order request and provide input.

We will be the City's advocate, looking out for the City's best interest; however, the City's Project Manager will provide resolution for any dispute, claim, or change order request brought on by the contractor during construction.

Quality Control/Inspection Services

Prior to the contractor's start, the construction inspector will take photographs of the project area's existing conditions for future reference. This will provide documentation for possible future claims and disputes with the intent of claims avoidance and quicker dispute resolution. For high-risk locations, additional photographs will be taken for future reference to ensure work is in accordance with the contract, project plans, and specifications.

When construction begins, the construction inspector will ensure compliance of the following tasks on each working day of the project:

- Resolve any outstanding issues from previous working day(s).
- Traffic control is put in place in accordance with the California MUTCD.
- All applicable best management practices (BMPs) occur onsite in accordance with NPDES and SWPPP. In addition, if any working day occurs between October 15 and April 15, the Inspector will ensure that the proper BMPs for erosion control and sedimentation are put in place by the contractor.
- Monitor the contractor's site safety program and ensure it is in compliance with Cal/OSHA.
- Project progress documentation will be prepared each working day in the inspector's daily project diary.
- The inspector's daily regime consists of the following tasks:
 - Monitor the quantities of work completed by the contractor as related to the project and the construction contract. Keep a running total of the quantities to complete progress payments to the contractor.
 - Document any deficiencies and corrections that occur onsite and prepare reports accordingly.
 - Keep a tally of the number of workers the contractor and subcontractor(s) have onsite.
 - Document any visitors that come onsite (survey crew, soil testing personnel, design engineer, etc.)
 - Document the equipment used onsite and the processes and methods the contractor employs to complete the work.
- Keep daily reports during construction to prepare weekly progress reports.

Progress Payments

Status reports will be prepared on a weekly basis during the construction phase of the project. The reports will include information on the contractor's project progress, change orders, site safety reports, and cost and schedule information. The weekly status reports will be provided to the City's Project Manager so that progress payments can be prepared for the project. Verification of the completed quantities will be done as a part of progress payment process.

Task 5: Public Outreach and Community Engagement

This component of the project will be provided and managed by the Public Outreach Team at Infrastructure Engineers. The Public Outreach Team will work closely with the City and other IE project staff to ensure that adequate public awareness is provided and maintained, and that updates are provided before project start up, during construction, and immediately following completion.

In summary, this Outreach Plan has been prepared with the knowledge that construction of the street rehabilitation project will be broken down into three phases, or Work Zones, and will span a construction period of three fiscal years. The first phase construction will begin and end in Fiscal Year 2019-2020. The second phase will begin and end in Fiscal Year 2020-2021 while the third and final phase will begin and end in Fiscal Year 2021-2022.

The preparation and implementation of the Outreach Plan outlined below will only apply to the first of the three construction phases. Should the City desire additional outreach assistance for the subsequent phases, Infrastructure Engineers would be pleased to respond to the City's request for services.

Outline for a Public Information Plan and Outreach Campaign for Work Zones

Task 5.1 Initial project startup activities; meeting(s) with City staff

Task 5.2 Design a Public Information and Outreach Campaign for Work Zones

Determine the appropriate size and nature of the campaign – The size and nature of the public information and outreach effort will be determined by the characteristics of the project, its location, and the anticipated impacts of the road construction project. Aspects that will be considered include size and duration of the project, the amount of delay anticipated, special traffic and safety conditions, and potential impacts on local schools and businesses, access to and from home for residents, and the overall mobility of traffic. Work scope includes:

- a. Determine the size, components and nature of the public information and outreach campaign
- b. Develop project timeline
- c. Develop outreach plan
 - i. Identify resources – The Outreach Team will tap into existing internal resources such as the City's Information Technology (IT) Office and will leverage external resources like free media coverage to assist with dissemination of information
 - ii. Identify partners – Working with a range of partners to design and implement an information and outreach campaign will strengthen the strategies employed and may reduce the costs to the City. Partners may include, among others, State and local public safety agencies, the utility companies, major employers, the school district(s), transportation agencies and providers such as bus companies, and business and neighborhood associations such as the local Chamber of Commerce.
 - iii. Finalize project area boundaries

- d. Prepare project area map(s)
- e. Prepare a coordination plan to ensure coordination between IE staff, the City, utility companies, public safety agencies and general contractor before, during and at completion of construction

Task 5.3 Production of Outreach Plan Components

The Outreach Plan will include the following:

- a. Branding
- b. Use of the mass media
- c. Creation of a project link on City's Website with assistance of City's Information Technology (IT) Office
- d. Creation and production of printed materials
- e. Creation power point, video and other visual aids
- f. Establishment of a project information line (if required)
- g. Coordinate use of dynamic message signs (DMS)
- h. Public meetings, workshops, and community events

Task 5.4 Coordinate, stage and attend 2 public project information meetings

Working with City staff – The Outreach Team will be responsible for the coordination and staging of, and attendance at, two community meetings where information on the project will be communicated including information on the project area boundaries, location of impacted street segments, scope of construction work and project timeline.

Fee Proposal

The total proposed fee to perform the above tasks is \$895,107 as detailed in the attached Exhibit "A".

Sincerely,

Infrastructure Engineers



Farzad Dorrani, MS
Chief Operation Officer

Agreed and Accepted

Name and Title

Date

1000000

Task	Description	Principal Charge	Project Manager	Senior Engineer	Engineer/Allocators	Engineer/Assistant	Engineering Technician/Chief	Design Assistant	Surveying	Geotechnical	Construction Manager	Inspector 1	Inspector 2	Construction Admin	Program Director	Outreach Specialist	Technical Assistant	Measurable	Cost
1	Planning and Strategy	16	24	40	48	80	32	32				\$115	\$94	78	\$184	\$115	\$110	\$	\$5,024
1.1	Phase 1 - Plans, Specifications & Estimate (PS&E)	22	80	148	194	256	154	66	\$	\$30,514							\$	\$	\$
2.2	Phase 2 - Plans, Specifications & Estimate (PS&E)	54	158	198	272	456	554	108	\$38,272	\$10,770							\$	\$	\$
3	Program Management		240	176	312	206	64	200									\$	\$	\$
4	Construction Management/Inspection										240	1,200	600	240				\$	\$25,720
5	Public Outreach		73		128		188								73	126	190	\$	\$1,205
TOTAL \$																			\$95,407

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Request for Services (RFS) for Engineering and Design Services for Fiscal Year 2019-20 Capital Improvement Program (CIP)

DATE: March 11, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve Amendment No. 4 Authorize the City Manager to Execute on the City be two (2) Requests for Services from Infrastructure Engineers, under Agreement No. 3066, for design and engineering services related to the proposed street improvement projects at Carmelita Avenue, Minson Way, Jacmar Drive, East Allston Street, Medford Way, Kensington Way and Mills Street.
- 2) Authorize the City Manager to execute the Request for Services on behalf of the City.

BACKGROUND

The City has an existing Professional Services Agreement with Infrastructure Engineering to provide engineering and other services needed to implement the City's Capital Improvement Program. In order to implement the essential need of street rehabilitation, it is recommended the City Council approve and authorize the City Manager to execute the Request for Services (RFS) to accelerate the street and roadway improvement as well as the overall quality and safety of the community.

Approval of the recommended actions will authorize Infrastructure Engineers to design, prepare plans and specifications for roadway improvements, pavement rehabilitation, concrete improvement, Americans with Disabilities Act (ADA) improvements and utility adjustments. Infrastructure Engineering will be responsible for the project management aspect during the process of the design phase along with any meetings, agendas and minutes for preparation associated with the project.

ITEM #16**CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 11, 2020****CONSIDER APPROVING REQUEST FOR SERVICES (RFS) FOR ENGINEERING FOR FISCAL YEAR 2019/20 CAPITAL IMPROVEMENT PROJECT (CIP)**

Page 2 of 3

During implementation of the proposed Request for Services (RFS), Infrastructure Engineering will perform geotechnical and pavement investigation to determine the subsurface characteristics of the roadway section and structural pavement design section alternatives.

ANALYSIS

Infrastructure Engineers' Request for Services (RFS) proposals are based on the scope of design phase required for the project for an estimated service cost of \$133,026. This amount is above the \$50,000 authority of the City Manager pursuant to the City's Municipal Code Title 3, Chapter 3.20.20, and as such requires City Council approval.

Additionally, the preparation, design and geological investigation of the proposed street rehabilitation service requires a four (4) month period to fully execute and complete the process after the approval of the Request for Service (RFS). The table below is based on the rate of various street locations and the amount is divided in two, allocating the funds by project management, design plans and specifications, meetings, geotechnical and pavement investigations provided by Infrastructure Engineering.

STREET NAME	STREET DESCRIPTION	AMOUNT
Carmelita Avenue	Carmelita Place to South Greenwood Avenue	\$63,571
Minson Way	Sycamore Street to End of Cul-De-Sac	
Jacmar Drive	South Montebello Boulevard to 3 rd Street	

STREET NAME	STREET DESCRIPTION	AMOUNT
East Allston Street	West Olympic Avenue to West City Limits	\$69,455
Medford Street	Allston Street to 18 th Street	
Kensington Way	West Olympic Avenue to East Allston Street	
Mills Street	Kensington Way to Medford Street	

TOTAL AMOUNT: \$133,026**FISCAL IMPACT**

The projects will utilize Highway Users Tax (Gas Tax), Road Maintenance and Repair Account (SB1), Measure M and Measure R funding as outlined in the table below:

ITEM #16**CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 11, 2020
CONSIDER APPROVING REQUEST FOR SERVICES (RFS) FOR ENGINEERING
FOR FISCAL YEAR 2019/20 CAPITAL IMPROVEMENT PROJECT (CIP)**

Page 3 of 3

FUND NAME	ACCOUNT NO.	APPROPRIATION
Gas Tax	200-99-6040.10	\$698,009
Road Maintenance and Repair Account (RMRA)	201-99-6040.10	\$686,880
Measure R	220-99-6040.10	\$385,243
Measure M	222-99-6040.10	\$128,132
TOTAL		\$1,898,264

These projects and the appropriate funding are included in the FY 2019-20 adopted Capital Improvement Program.

SUMMARY

The City Council will consider:

- 1) Approving two (2) Requests for Services from Infrastructure Engineers, under Agreement No. 3066, for design and engineering services for the proposed street improvement projects at Carmelita Avenue, Minson Way, Jacmar Drive, East Allston Street, Medford Way, Kensington Way and Mills Street.
- 2) Authorizing the City Manager to execute the Request for Services on behalf of the City.

ATTACHMENTS

Two Requests for Services submitted by Infrastructure Engineers on February 5, 2020.

REQUEST FOR SERVICES

City of Montebello

TO: Danilo Batson, Director of Public Works

DATE: February 5, 2020

FROM: Steve Forster, Senior Vice President

SUBJECT: **Various Street Improvements FY 2019/2020 (Design Phase)**

☐ Municipal Services, ☐ Traffic, ☐ Transit, ☐ EDD, ☒ CIP

Account Number: _____

Funding Source: _____

Description of Request: Design, Geotechnical Investigation, Project Management of the following Streets:

- E. Allston Street – W. Olympic Avenue to West City Limit
- Medford Street – Allston Street to 18th Street
- Kensington Way – W. Olympic Avenue to E. Alston Street
- Mills Street– Kensington Way to Medford Street

Infrastructure Engineers' scope of services will include the following:

Design, Preparation of Plans, Specifications and Estimates for Roadway Improvements, Pavement Rehabilitation, Concrete Improvements, ADA Improvements and Utility Adjustments of streets as listed above.

Topographical Survey is not anticipated, and base map will be prepared from existing As-Built information and all other available documents as well as field measurement/verification.

Geotechnical and Pavement Investigation services to determine the subsurface characteristics of the roadway section and structural pavement design section alternatives.

Project Management and Administration Infrastructure Engineers will provide project management during the design phase of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings, preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management.

Bid Support includes providing engineering support services during the bidding phase of the project, upon City's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses.

REQUEST FOR SERVICES

Infrastructure Engineers' fee for above services will be based on a Time and Material indicated below:

Task	Description	Project Manager	Senior Engineer	Engineering Associate	Engineering Assistant	Engineering Technician/CAD	Admin	Sub-Consultant	Cost
	Rate:	\$176	\$154	\$131	\$110	\$98	\$78	Geotechnical	
1	Design (Plans, Specifications & Estimate)	23	18	90	196	54	8		\$ 46,086
2	Project Management, administration and Meetings	12			12		4		\$ 3,744
3	Geotechnical/Pavement Investigation	2	2		4			\$16,941	\$ 18,041
4	Bid Support	4			8				\$ 1,584
Total									\$ 69,455

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Four (4) months after approval of RFS
 Project Manager: Farzad Dorrani, MS
 Estimated Cost of Services: \$69,455



 Steve Forster, Senior Vice President

 Date 2/5/20

Approved to Proceed and/or Approval of Funding Sources:

RECOMMEND APPROVAL TO PROCEED

 Danilo Batson, Director of Public Works

 Date

 Rene Bobadilla, City Manager

 Date

REQUEST FOR SERVICES

City of Montebello

TO: Danilo Batson, Director of Public Works

DATE: February 5, 2020

FROM: Steve Forster, Senior Vice President

SUBJECT: **Various Streets Rehabilitation FY 2019/2020 (Design Phase)**

☐ Municipal Services, ☐ Traffic, ☐ Transit, ☐ EDD, ☒ CIP

Account Number: _____

Funding Source: _____

Description of Request: Design, Geotechnical Investigation, Project Management of the following Streets:

- Carmelita Avenue – Carmelita Place to S. Greenwood Avenue
- Minson Way – Sycamore Street to End of Cul-de-Sac
- Jacmar Drive – S. Montebello Blvd. to 3rd Street

Infrastructure Engineers' scope of services will include the following:

Design, Preparation of Plans, Specifications and Estimates for Roadway Improvements, Pavement Rehabilitation, Concrete Improvements, ADA Improvements and Utility Adjustments of streets as listed above.

Topographical Survey is not anticipated, and base map will be prepared from existing As-Built information and all other available documents as well as field measurement/verification.

Geotechnical and Pavement Investigation services to determine the subsurface characteristics of the roadway section and structural pavement design section alternatives.

Project Management and Administration Infrastructure Engineers will provide project management during the design phase of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings, preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management.

Bid Support includes providing engineering support services during the bidding phase of the project, upon City's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses.

REQUEST FOR SERVICES

Infrastructure Engineers' fee for above services will be based on a Time and Material indicated below:

Task	Description	Project Manager	Senior Engineer	Engineering Associate	Engineering Assistant	Engineering Technician/CAD	Admin	Sub-Consultant	Cost
	Rate:	\$176	\$154	\$131	\$110	\$98	\$78	Geotechnical	
1	Design (Plans, Specifications & Estimate)	25	18	78	164	54	8		\$ 41,346
2	Project Management, administration and Meetings	8			8		4		\$ 2,600
3	Geotechnical/Pavement Investigation	2	2		4			\$16,941	\$ 18,041
4	Bid Support	4			8				\$ 1,584
Total									\$ 63,571

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Four (4) months after approval of RFS
 Project Manager: Farzad Dorrani, MS
 Estimated Cost of Services: \$63,571



 Steve Forster, Senior Vice President

 Date 2/5/20

Approved to Proceed and/or Approval of Funding Sources:

RECOMMEND APPROVAL TO PROCEED

 Danilo Batson, Director of Public Works

 Date

 Rene Bobadilla, City Manager

 Date

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

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Eva Sahagun, Risk Manager
SUBJECT: Request for Proposals (RFP) for Employee Screening and Occupational Health Services
DATE: March 11, 2020

RECOMMENDATION:

It is recommended that the City Council authorize City Staff to issue a Request for Proposals (RFP) for Employee Screening and Occupational Health Services.

BACKGROUND:

Under various federal, state, and local laws, the city, as an employer is responsible for ensuring a healthy and safe workplace. Since June 2015, the City has contracted with RELIANT Urgent Care to provide services for its occupational health and medical standards program, which serves all city departments with occupational health and medical evaluations, fitness for duty exams, pre-employment medical examinations and blood chemistry/drug screening panels.

City prepared and sent out an RFP on July 24, 2018, and although the City received several inquiries from prospective bidders to the RFP, ultimately no bids were received under this RFP.

At this juncture, the City continues to conduct pre-employment screenings and injured workers evaluation and treatment with Reliant on a month-to-month basis.

FISCAL IMPACT:

The solicitation of an RFP for these services poses no additional fiscal impact on the City.

SUMMARY:

Due to the status of the current contract and the Human Resources department's most recent addition of a Risk Manager dedicated to oversee this program, this is

ITEM #17

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 11, 2020

Approval of Request for Proposals (RFP) for Employee Screening and Occupational Health Services

PAGE 2 OF 2

an opportunity for the City to re-evaluate the partnership and work towards establishing a program that will deliver high quality services and ensure a healthy and safe workplace.

The proposed timeline for completing this RFP and commencing a new agreement for these services is June 1, 2020.

ATTACHMENT:

Request for Proposals No. 19-62

City of Montebello
Request for Proposals (RFP) No. 19-62
EMPLOYEE SCREENING AND OCCUPATIONAL HEALTH SERVICES
DUE April 2, 2020



City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Phone: (323) 887-1363

CITY OF MONTEBELLO REQUEST FOR PROPOSALS
EMPLOYEE SCREENING AND OCCUPATIONAL HEALTH SERVICES

1. INTRODUCTION AND PROJECT

The City of Montebello (the City) is currently seeking proposals from qualified firms to provide professional services for employee screening and occupational health services that are fully qualified and readily able to perform the scope of service stated within the request for proposals (RFP). With freestanding clinics in or within a close proximity to the City of Montebello and have the resources and processes in place to perform all requested services with the highest level of success and professionalism.

The City will select one firm, based on demonstrated competence and a cost effective approach to review, conduct, and assist in the administration of the City's medical services.

2. BACKGROUND

Montebello (Italian for beautiful mountain) is a city in Los Angeles County, California, United States, located in the southwestern area of the San Gabriel Valley encompassing 8.4 miles and east of downtown Los Angeles.

Council/Manager Government: The City Council consists of five members elected from the City at-large, who serve four-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms. The City Council selects and appoints a City Manager who serves as the Chief Executive Officer.

Labor Force: Montebello has approximately 500 employees, and provides full service functions through the following City offices and departments:

City Administration	Recreation & Community Services
Finance	Police
Fire	Public Works
Human Resources	Transit Operations
Planning & Community Development	

3. DESIRED SERVICES

The City requires a medical provider with expertise in Occupational Health to provide the following services, but may not be limited to:

Services:

- Post-Offer/Pre-Employment Physical Exams
- Non-DOT Drug Testing
- DOT Exams for CDL Drivers
- DOT Drug Testing
- Non-DOT Alcohol Testing
- DOT Alcohol Testing
- Federal DOT Drug and Alcohol Testing Program Administration
- Tuberculosis Testing
- Hepatitis B & Post-Exposure Evaluations and Follow-up
- Clinical testing (including vision test, EKG, audiometric testing, PFT)
- Laboratory analysis
- Immunizations/vaccinations
- On-the-Job Injury Care (Workers' Compensation)
- Fitness-for-Duty Examinations
- Return to Work Program
- Referral to Employee Assistance Program Provider

The selected contractor must be able to assure the City that they will:

- Perform all proposed services using company best practices that are in full compliance with the City's specifications, as well as DOT, OSHA, ADA, and other applicable regulations and guidelines;
- Conduct drug and alcohol testing in accordance with DOT Federal Regulations, including, but not limited to, 49 CFR Part 40, and all other applicable federal and state laws; Utilizes the services of a SAMHSA, CLIA certified, HHS-licensed laboratory;
- Maintain records securely to ensure confidentiality of personal health information according to HIPAA guidelines;
- Assign a dedicated team of qualified, licensed healthcare professionals to oversee the City's program and to ensure continued compliance;
- Employ only skilled medical professionals and support staff that are properly trained and possess the appropriate credentials and years of experience to perform the requested medical services;
- Document patient visits and generate meaningful reports for the City on a mutually agreed upon schedule.

4. SCOPE OF SERVICES REQUIRED

The intent of this Request for Proposal (RFP) is to obtain services from the best-qualified Healthcare provider to perform medical services for the City's needs.

Physical #1-Basic Physical (new hires; no appointment needed)

- Basic physical examination by provider (height, weight, temperature, pulse, blood pressure)
- Vision (Snellen)
- Dipstick Urinalysis (UA)
- Non-DOT drug screen 9 panel
- Tuberculous Testing

Physical #2-Scheduled in a.m. for fasting blood work (Maintenance and street maintenance workers new hires/ Fire Auxiliary)

- Examination by provider (height, weight, temperature, pulse, blood pressure)
- Vision (Snellen)
- Dipstick Urinalysis (UA)
- Lift test of 50 lbs.
- Non-DOT drug screen 9 panel
- Tuberculous Testing

Physical #3P-Scheduled in a.m. for fasting blood work (Public safety employees new hires-police, public dispatcher, peace officer; include the medical evaluation report)

- Examination by provider (height, weight, temperature, pulse, blood pressure)
Must use Peace Officers Standards and Training (P.O.S.T.) guidelines. History and physical form; employee will bring Appendix C form.
- Vision (Snellen)
- Dipstick Urinalysis (UA)
- Audiometry
- CBC, Comprehensive Metabolic Panel (Chem20), Lipid panel
- Chest X-ray (1 view)
- Lumbar Spine X-ray (3 view)
- Stress EKG (schedule with Cardiologist)
- Non-DOT drug screen 9 panel
- Tuberculous Testing

Physical #3F-Scheduled in a.m. for fasting blood work (Firefighters; include the medical evaluation report)

- Examination by provider (height, weight, temperature, pulse, blood pressure)
Vision (Snellen)
- Dipstick Urinalysis (UA)
- Audiometry
- CBC, Comprehensive Metabolic Panel (Chem20), Lipid panel
- Chest X-ray (1 view)
- Lumbar Spine X-ray (3 view)
- Stress EKG (schedule with Cardiologist)
- Pulmonary Function Test
- Non-DOT drug screen- 9 panel- house account
- DOT certification
- Provide a reduced copy of new DOT card for the patient to keep folded in wallet.
- Tuberculous Testing

Physical #4-DOT: Bus Operators, Mechanics equipment service worker new hires, etc.

- Examination by DOT certified provider (height, weight, temperature, pulse, blood pressure)
- Vision (Snellen)
- Dipstick Urinalysis (UA)
- Lumbar Spine X-ray (3 view)
- DOT drug test
- Provide a reduced copy of new DOT card for the patient to keep folded in wallet.
- Tuberculous Testing

Physical #5-DOT Renewals

- Examination by DOT certified provider (height, weight, temperature, pulse, blood pressure)
- Vision (Snellen)
- Dipstick Urinalysis (UA)
- Provide a reduced copy of new DOT card for the patient to keep folded in wallet

Drug & BAT testing

- DOT Drug Test
- DOT Breath Alcohol (BAT)

5. INQUIRIES:

Montebello City Code prohibits any unauthorized contact by the bidder during the bid or proposal process with an official or city employee, other than the Finance Director, City Manager or Human Resources Director. Contact with any official or employee other than the foregoing shall cause the bidder to be immediately disqualified from consideration of award.

6. QUALIFICATIONS & CRITERIA

A. **Qualifications:** The City of Montebello will select a firm(s) for all of the outlined Scope of Services on the basis of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this RFP:

1. The proposer has advanced knowledge of the administrative requirements, laws and practices relating to employee screening and occupational health services within a municipal government setting.
2. The proposer has a demonstrated track record of success in handling all aspects of employee screening and occupational health services and at least five (5) years providing these services to public entities in the State of California.
3. Each proposer shall provide at least three (3) references, preferably from governmental entities, for relevant work performed in the past five (5) Years. When possible, include references from cities of a similar character to Montebello (i.e., full service cities). If the proposer does not have three (3) governmental entity references, references from private sector entities may be provided.
4. The proposer must demonstrate understanding of the assignment and knowledge of the skills necessary to serve in the role of employee screening and occupational health services provider.
5. Demonstrated experience in assisting other municipalities with the development and/or administration of employee screening and occupational health services.

B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified City personnel. The name, information, or experience of the individual committee members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted according to the minimum qualifications set forth above. The following criteria will be used in reviewing, comparing and scoring the proposals:

1. Qualifications, background and prior experience of the firm in the Scope of Services being proposed, experience of key staff assigned to oversee services provided to Montebello, evaluation of size and scope of similar work performed and success on that work.
2. Certifications.
3. Staff available and trained.
4. Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work.
5. Site visit.
6. The CITY anticipates the 2020 following timetable:

Council Meeting to Approve RFP.....	March 11
RFP Official Release Date.....	March 12
Questions and Clarification Period.....	March 16 - 19
City Posts Responses to Q's & C's.....	March 25
RFP Closing.....	April 2 @ 5pm
RFP Evaluation Period.....	April 6 - 9
Interviews	April 15 - 16
Negotiate and Execute Final Contract.....	April 20 - 23
Council Meeting to Award RFP.....	May 13
Contract Start Date.....	June 1

The CITY reserves the right to cancel and/or modify the above dates at any time.

7. FORMAT AND DELIVERY OF RESPONSE

Proposals will be received through 5:00 p.m. on April 2, 2020. Only one (1) electronic copy is required to be submitted via Planet Bids:

- A. **Proposal Submittals:** All proposals must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Proposers must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

There is no fee to register and bid on this Request for Proposals.

Questions during the solicitation period shall be submitted through Planet Bids or by email, and may be addressed to:

City of Montebello
Human Resources
Eva Sahagun, Risk Manager
esahagun@cityofmontebello.com

The RFP shall include the following:

- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be signed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **Introduction:** Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.
- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all products. Define the scope of each task including the depth and scope of

analysis or research proposed including claims procedures, staffing, data management, and financial/banking options available.

F. Fees and costs: Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Provide pricing for the following:

- General Employment Physicals
- Non-DOT Drug Testing
- DOT Exams for CDL Drivers
- DOT Drug Testing
- Non-DOT Alcohol Testing
- DOT Alcohol Testing
- Federal DOT Drug and Alcohol Testing Program Administration
- On-the-Job Injury Care (Workers' Compensation)
- Fitness-for-Duty Examinations
- Tuberculous Testing
- Hepatitis B & Post-Exposure Evaluations and Follow-up
- Referral to Employee Assistance Program Provider
- Representation in Court and Legal Proceedings
- Clinical testing (including vision test, EKG, audiometric testing, PFT)
- Laboratory analysis
- Immunizations/vaccinations
- Return to Work Program

- G. **Ability of the Proposer to Perform:** Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

- H. **Affidavit of Non-Collusion.** Proposer must submit a completed and signed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

8. **ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION**

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.cityofmontebello.com), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

9. **CONDITIONS FOR RESPONSES TO RFP**

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.

- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- H. All submitted proposals and information included therein or attached thereto shall become public record upon completion of the RFP process.

10. **RIGHT BY THE CITY TO WITHDRAW THIS REQUEST**

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

11. **STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the written contract attached hereto, for services, substantially in the form and containing the terms and conditions set forth in Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Contract. The anticipated contract period shall be for a three (3) year service contract with two (2) one-year renewal options.

[END OF REQUEST FOR PROPOSALS]

**EXHIBIT A
AFFIDAVIT OF NON-COLLUSION**

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)

)

ss COUNTY OF LOS ANGELES)

-

, being first duly sworn deposes and says that he/she is

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____

(Insert name of bidder)

who submits herewith to the City of Montebello a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Montebello, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a

City of Montebello Employee Screening and Occupational Health Services
Request for Proposals

false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Montebello, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury under the laws of the State of California that the above information is correct

By: _____ Title: _____
_____ Date: _____

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO.

BY AND BETWEEN

CITY OF MONTEBELLO

AND

[CONSULTANT NAME]

CONSULTANTS

THIS AGREEMENT ("Agreement") is made and entered into on _____, 20__, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and [NAME OF CONSULTANT] (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

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

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

WHEREAS, CONSULTANT responded to CITY's Request for Proposals dated [DATE] (RFP No. [X]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

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

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

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

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

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement herein below ("Effective Date"), and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

[OPTIONAL LANGUAGE IF EXTENSIONS PERMITTED]: Thereafter, this Agreement may be extended for a maximum of [SPELL OUT NUMBER] (#) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement].

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

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

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

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

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

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

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

SECTION 4. WORK PRODUCT.

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

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

C. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this

Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. 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 19. WARRANTIES.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

City of Montebello Employee Screening and Occupational Health Services

Request for Proposals

Agreement.

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONSULTANT

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”
Scope of Services

Exhibit “B”
Schedule of Performance

Exhibit “C”
Schedule of Compensation

EXHIBIT D TO CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1487, consisting of 11 pages, and
including**

**Warrant No. 587715 through 587964;
Warrant No. 1460 and 1461**

**On file in the office of the City Clerk, the same having been audited and
approved by the Controller 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 adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 11th DAY OF MARCH, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1487

From Payment Date: 2/20/20 - To Payment Date: 3/4/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
587715	02/24/2020	\$400.00	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587716	02/24/2020	\$324.71	UTILITY SERVICES	39550	AT&T
587717	02/24/2020	\$1,052.11	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
587718	02/24/2020	\$2,327.45	WATER PURCHASE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
587719	02/24/2020	\$1,581.14	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587720	02/24/2020	\$600.00	TRANSIT SAFETY PROGRAM/BUS ROADEO	803	CITY OF CULVER CITY
587721	02/24/2020	\$4,000.00	TRANSIT SAFETY PROGRAM/BUS ROADEO	72540	CITY OF GARDENA
587722	02/24/2020	\$2,610.63	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
587723	02/24/2020	\$5,928.60	COMPUTER HARDWARE	59180	COMPUTER PROTECTION TECHNOLOGY, INC
587724	02/24/2020	\$7,692.86	TRANSIT BUS PARTS	950	CUMMINS PACIFIC, LLC
587725	02/24/2020	\$4,083.77	TRANSIT BUS GRAPHICS REPLACEMENT	70920	DECALS BY DESIGN, INC.
587726	02/24/2020	\$1,459.02	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
587727	02/24/2020	\$1,797.89	PUBLIC WORKS EQUIPMENT LEASE	2405	JCB FINANCE
587728	02/24/2020	\$9,457.39	LEGAL SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
587729	02/24/2020	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
587730	02/24/2020	\$3,233.71	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
587731	02/24/2020	\$1,248.10	UTILITY SERVICES	23610	VERIZON WIRELESS
587732	02/24/2020	\$3,535.69	UTILITY SERVICES	23610	VERIZON WIRELESS
587733	02/24/2020	\$2,001.20	UTILITY SERVICES	23610	VERIZON WIRELESS
587734	02/24/2020	\$3,752.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
587735	02/25/2020	\$1,877.23	UTILITY SERVICES	39550	AT&T
587736	02/25/2020	\$4,707.65	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
587737	02/25/2020	\$146.28	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



City of Montebello
Register of Demands No. 1487

From Payment Date: 2/20/20 - To Payment Date: 3/4/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587738	02/25/2020	\$190.00	DUES & SUBSCRIPTIONS	8330	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE
587739	02/25/2020	\$2,750.00	MEDICAL SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
587740	02/25/2020	\$698.70	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
587741	02/25/2020	\$1,429.98	OFFICE SUPPLIES/MEETING SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587742	02/25/2020	\$884.78	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
587743	02/25/2020	\$9,288.00	CDBG SUB-RECIPIENT	47260	EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS
587744	02/25/2020	\$367.44	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
587745	02/25/2020	\$1,546.53	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587746	02/25/2020	\$2,604.59	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587747	02/25/2020	\$2,150.35	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587748	02/25/2020	\$2,151.45	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587749	02/25/2020	\$2,185.66	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587750	02/25/2020	\$2,079.22	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587751	02/25/2020	\$1,340.05	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587752	02/25/2020	\$1,301.50	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587753	02/25/2020	\$1,224.91	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587754	02/25/2020	\$1,097.51	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587755	02/25/2020	\$1,041.07	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587756	02/25/2020	\$749.08	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587757	02/25/2020	\$2,074.61	CDBG SUB-RECIPIENT	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
587758	02/25/2020	\$878.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
587759	02/25/2020	\$14,087.61	COPIER SERVICES/LEASE	2747	U.S. BANK EQUIPMENT FINANCE
587760	02/27/2020	\$397.00	TRAINING	842	CALIFORNIA STATE UNIVERSITY OF LONG BEACH FOUNDATIO
587761	02/27/2020	\$200.00	TRAINING	59	MANUEL CARRERA



City of Montebello
Register of Demands No. 1487

From Payment Date: 2/20/20 - To Payment Date: 3/4/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587762	02/27/2020	\$1,728.43	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
587763	02/27/2020	\$61,867.58	TRANSIT FAREBOX UPGRADES	467	CUBIC TRANSPORTATION SYSTEM INC.
587764	02/27/2020	\$89,500.02	SAFETY RADIO SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
587765	02/27/2020	\$680.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO/WRITERANNE
587766	02/27/2020	\$4,180.70	POLICE BUILDING MATERIALS	2691	AAA AWNINGS
587767	02/27/2020	\$91.98	FUEL	2186	ACEGAS LLC
587768	02/27/2020	\$592.80	TRANSIT SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587769	02/27/2020	\$163,912.00	TRANSIT INFORMATION SYSTEM	74870	AVAIL TECHNOLOGIES, INC.
587770	02/27/2020	\$200.00	PERMITS AND FEES	1190	DONALD CADENA
587771	02/27/2020	\$350.00	CONTRACT SERVICES	2759	D. F. POLYGRAPH
587772	02/27/2020	\$930.85	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
587773	02/27/2020	\$6,090.00	PUBLIC WORKS INSPECTION SERVICES	2659	ELIE FARAH INC.
587774	02/27/2020	\$2,200.00	CONTRACT SERVICES	384	HOUSTON ENGINEERING, INC.
587775	02/27/2020	\$2,150.82	CONTRACT SERVICES	2427	LANS COMPRESSORS, INC.
587776	02/27/2020	\$6,201.05	LEGAL SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
587777	02/27/2020	\$20,173.59	TRANSIT BUS TIRE LEASE	110	MICHELIN NORTH AMERICA, INC
587778	02/27/2020	\$7,538.04	SAFETY RADIOS	23460	MOTOROLA SOLUTIONS, INC.
587779	02/27/2020	\$967.93	CONTRACT SERVICES	19250	N/S CORPORATION
587780	02/27/2020	\$362.08	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
587781	02/27/2020	\$745.04	CONTRACTORS	2767	CHRIS PIEPER
587782	02/27/2020	\$1,400.14	VEHICLE PURCHASES	29420	PRO FORCE LAW ENFORCEMENT
587783	02/27/2020	\$1,375.00	MEDICAL SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
587784	02/27/2020	\$3,505.08	WATER MAINTENANCE SERVICES/REPAIRS	14730	SAN GABRIEL VALLEY WATER CO.
587785	02/27/2020	\$22,433.33	WATER MAINTENANCE SERVICES/REPAIRS	14730	SAN GABRIEL VALLEY WATER CO.



City of Montebello
Register of Demands No. 1487

From Payment Date: 2/20/20 - To Payment Date: 3/4/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587786	02/27/2020	\$5,745.44	WATER MAINTENANCE SERVICES/REPAIRS	14730	SAN GABRIEL VALLEY WATER CO.
587787	02/27/2020	\$15,326.34	WATER MAINTENANCE SERVICES/REPAIRS	14730	SAN GABRIEL VALLEY WATER CO.
587788	02/27/2020	\$5,621.16	WATER MAINTENANCE SERVICES/REPAIRS	14730	SAN GABRIEL VALLEY WATER CO.
587789	02/27/2020	\$128.45	CONTRACT SERVICES	36350	SHRED-IT USA
587790	02/27/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
587791	02/27/2020	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
587792	02/27/2020	\$6,469.85	UTILITY SERVICES	39550	AT&T
587793	02/27/2020	\$285.38	UTILITY SERVICES	39550	AT&T
587794	02/27/2020	\$54.32	UTILITY SERVICES	39550	AT&T
587795	02/27/2020	\$2,630.68	SUPPLIES	74990	AUTOZONE, INC
587796	02/27/2020	\$352.29	VEHICLE MAINTENANCE/EXPENSES	2540	BATTERY POWER, INC.
587797	02/27/2020	\$68,326.46	TRANSIT BUS HVAC UNITS	29460	COMPLETE COACH WORKS
587798	02/27/2020	\$876.00	SUPPLIES	35660	COSTCO
587799	02/27/2020	\$45,338.68	INSURANCE PREMIUMS	4110	DELTA DENTAL OF CALIFORNIA
587800	02/27/2020	\$1,797.35	CONTRACT SERVICES	2634	eLITIGATION SERVICIES, INC.
587801	02/27/2020	\$432.57	SUPPLIES	38020	FLEET PRIDE, INC.
587802	02/27/2020	\$68.86	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
587803	02/27/2020	\$795.00	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587804	02/27/2020	\$458.42	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587805	02/27/2020	\$1,034.86	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587806	02/27/2020	\$771.59	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587807	02/27/2020	\$771.59	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587808	02/27/2020	\$1,578.76	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
587809	02/27/2020	\$1,153.76	SUPPLIES	1259	GRAFFITI SHIELD, INC.



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587810	02/27/2020	\$46.82	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
587811	02/27/2020	\$2,138.10	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587812	02/27/2020	\$350.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
587813	02/27/2020	\$255.65	SUPPLIES	66340	BENNELLI, LLC
587814	02/27/2020	\$540.96	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA/MZ AUTO GLASS
587815	02/27/2020	\$1,507.07	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC/NEW FLYER PARTS
587816	02/27/2020	\$790.70	SUPPLIES	538	PCMG, INC.
587817	02/27/2020	\$200.00	TRAVEL & MEETINGS	34240	ROBERT PORTILLO
587818	02/27/2020	\$53,305.93	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587819	02/27/2020	\$5,723.51	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
587820	02/27/2020	\$7,673.68	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
587821	02/27/2020	\$262.46	VEHICLE MAINTENANCE/EXPENSES	1601	SUPERIOR BEARING CO., INC.
587822	02/27/2020	\$1,247.85	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
587823	03/03/2020	\$80.00	CARPPOOL INCENTIVE	1620	VERONICA PALAFOX
587824	03/03/2020	\$250.00	REFUND	2779	JOSE ALVAREZ
587825	03/03/2020	\$120.45	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
587826	03/03/2020	\$809.99	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
587827	03/03/2020	\$8,863.15	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
587828	03/03/2020	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
587829	03/03/2020	\$1,605.06	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
587830	03/03/2020	\$900.96	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
587831	03/03/2020	\$325.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
587832	03/03/2020	\$1,509.20	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
587833	03/03/2020	\$4,083.77	TRANSIT BUS DECAL SERVICES	70920	DECALS BY DESIGN, INC.



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587834	03/03/2020	\$38,940.51	JAIL SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
587835	03/03/2020	\$334.96	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
587836	03/03/2020	\$363.06	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
587837	03/03/2020	\$1,128.06	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
587838	03/03/2020	\$353.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
587839	03/03/2020	\$264.17	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
587840	03/03/2020	\$250.00	REFUND	2781	DIANA MEDRANO
587841	03/03/2020	\$80.00	REFUND	2774	DANIELLE MENDOZA
587842	03/03/2020	\$341.55	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587843	03/03/2020	\$3,263.15	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
587844	03/03/2020	\$3,106.25	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
587845	03/03/2020	\$17.42	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
587846	03/03/2020	\$143.56	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
587847	03/03/2020	\$2,983.25	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC/GILLIG
587848	03/03/2020	\$1,600.13	SUPPLIES	15620	OFFICE DEPOT
587849	03/03/2020	\$60.00	REFUND	2776	ALBERTO PACHECO
587850	03/03/2020	\$224.00	REFUND	2782	MARIA RIVERA
587851	03/03/2020	\$80.00	REFUND	2783	JOVANIA ROCHA
587852	03/03/2020	\$121,372.52	MONTEBELLO BLVD IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
587853	03/03/2020	\$250.00	REFUND	2778	KEVIN SILAS
587854	03/03/2020	\$250.00	REFUND	2777	BRENDA SMITH
587855	03/03/2020	\$5,265.00	SOFTWARE SERVICES	674	SONASOFT
587856	03/03/2020	\$2,240.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
587857	03/03/2020	\$3,427.20	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.



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587858	03/03/2020	\$281.20	SUPPLIES	67320	WINZER CORPORATION
587859	03/03/2020	\$5,952.72	TRANSIT BUS PASSES	61850	X-IGENT PRINTING INC.
587860	03/03/2020	\$2,184.00	CONTRACT SERVICES	2740	YOUNG CHAMPIONS RECREATION PROGRAMS, INC.
587861	03/03/2020	\$15,000.00	GOLF COURSE MANAGEMENT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
587862	03/04/2020	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
587863	03/04/2020	\$217.85	SUPPLIES	24200	AAT, INC./ALL AMERICAN TROPHY
587864	03/04/2020	\$878.74	RECREATION SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587865	03/04/2020	\$61.32	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
587866	03/04/2020	\$1,350.00	COMPLIANCE SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
587867	03/04/2020	\$10,115.00	BUILDING IMPROVEMENTS	2735	BOB MARDIGIAN FLOOR COVERING
587868	03/04/2020	\$21,151.90	GOLF COURSE SERVICES	52070	THOMAS CAMACHO
587869	03/04/2020	\$328,940.00	CITY HALL ROOF REPLACEMENT	1303	CERTIFIED ROOFING APPLICATORS, INC.
587870	03/04/2020	\$240.00	MEDICAL SERVICES	1643	COMPANY NURSE
587871	03/04/2020	\$68,326.46	TRANSIT BUS HVAC UNITS	29460	COMPLETE COACH WORKS
587872	03/04/2020	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
587873	03/04/2020	\$16,469.59	SAFETY SUPPLIES	27910	DOOLEY ENTERPRISES INC.
587874	03/04/2020	\$67.99	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
587875	03/04/2020	\$14.51	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
587876	03/04/2020	\$29,706.46	DIAL-A-RIDE SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
587877	03/04/2020	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
587878	03/04/2020	\$318.27	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
587879	03/04/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
587880	03/04/2020	\$1,785.91	CONTRACT SERVICES	9470	GRAINGER, INC.
587881	03/04/2020	\$196.45	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.



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587882	03/04/2020	\$29,984.82	AC UNITS INSTALL/REMOVAL SERVICES	2152	JOHNSON CONTROLS, INC.
587883	03/04/2020	\$421.77	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587884	03/04/2020	\$405.77	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
587885	03/04/2020	\$349.00	VEHICLE MAINTENANCE/EXPENSES	2028	LUCY CORTEZ/MR. GI'S CUSTOM UPHOLSTERY
587886	03/04/2020	\$892.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
587887	03/04/2020	\$1,584.75	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
587888	03/04/2020	\$63,186.13	GRAFFITI/CATCH BASIN CLEANING	35250	NATIONWIDE ENVIRONMENTAL SERVICES
587889	03/04/2020	\$2,932.15	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC/NEW FLYER PARTS
587890	03/04/2020	\$11,133.89	CONTRACT SERVICES	2481	NORTH STAR LAND CARE
587891	03/04/2020	\$260.45	SUPPLIES	15620	OFFICE DEPOT
587892	03/04/2020	\$39,903.60	METROLINK RAILFEEDER PROGRAM	42180	PCAM, LLC/PARKING COMPANY OF AMERICA
587893	03/04/2020	\$539.86	INSURANCE REIMBURSEMENT	42490	LINDA PAYAN
587894	03/04/2020	\$12.44	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
587895	03/04/2020	\$117.97	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
587896	03/04/2020	\$1,501.90	INSURANCE REIMBURSEMENT	9340	GEORGE S. SIMONIAN
587897	03/04/2020	\$960.32	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
587898	03/04/2020	\$75.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
587899	03/04/2020	\$14,111.00	STREET REPAIRS	2727	TERRA PAVE, INC.
587900	03/04/2020	\$1,192.00	CONTRACT SERVICES	1949	TRC ENGINEERING SERVICES, LLC
587901	03/04/2020	\$535.60	INSURANCE REIMBURSEMENT	27300	ROBERT C. TUFANO
587902	03/04/2020	\$2,240.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
587903	03/04/2020	\$3,198.72	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
587904	03/04/2020	\$3,066.87	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
587905	03/04/2020	\$86.00	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY



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587906	03/04/2020	\$1,649.33	SUPPLIES	67320	WINZER CORPORATION
587907	03/04/2020	\$448.12	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC.
587908	03/04/2020	\$383.25	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S/ZAVALA'S UPHOLSTERY
587909	03/04/2020	\$468.60	CONTRACT SERVICES	2725	A1 OIL RECYCLING, LLC
587910	03/04/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
587911	03/04/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
587912	03/04/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
587913	03/04/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
587914	03/04/2020	\$1,518.75	SUPPLIES	28020	ADVANCE ELECTRIC MOTORS CORP.
587915	03/04/2020	\$943.80	OFFICE SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587916	03/04/2020	\$2,640.00	OIL SAMPLE KITS	53370	EUROFINS ANA LABORATORIES, INC.
587917	03/04/2020	\$195.15	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
587918	03/04/2020	\$668.20	CONTRACT SERVICES	40850	MARIA E. CASAS
587919	03/04/2020	\$5,400.15	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
587920	03/04/2020	\$235.19	TEMPORARY FENCING SERVICES	40920	DIAMOND ENVIRONMENTAL SERVICES
587921	03/04/2020	\$73.18	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
587922	03/04/2020	\$876.00	SUPPLIES	38020	FLEET PRIDE, INC.
587923	03/04/2020	\$500.00	TRAINING	711	GLOCK PROFESSIONAL, INC.
587924	03/04/2020	\$225.12	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
587925	03/04/2020	\$1,641.85	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
587926	03/04/2020	\$32.70	SUPPLIES	1435	JOSE MANUEL ESPEJO CASTELLANOS
587927	03/04/2020	\$3,335.96	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
587928	03/04/2020	\$568.75	CONTRACT SERVICES	41180	MANUEL NUNEZ
587929	03/04/2020	\$3,245.69	MACHINERY & EQUIPMENTS	538	PCMG, INC.



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587930	03/04/2020	\$123.50	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
587931	03/04/2020	\$4,156.37	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587932	03/04/2020	\$2,106.03	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP.
587933	03/04/2020	\$21,125.45	CONTRACT SERVICES	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587934	03/04/2020	\$682.78	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
587935	03/04/2020	\$570.60	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
587936	03/04/2020	\$201.92	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
587937	03/04/2020	\$39,589.00	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587938	03/04/2020	\$264.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
587939	03/04/2020	\$308,728.00	RUBBISH SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
587940	03/04/2020	\$34,163.23	TRANSIT BUS HVAC UNITS	29460	COMPLETE COACH WORKS
587941	03/04/2020	\$6,764.59	UNIFORM EXPENSE	55650	GALLS, LLC
587942	03/04/2020	\$1,000.00	TRAINING	18760	FEDERICO JIMENEZ
587943	03/04/2020	\$899.94	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
587944	03/04/2020	\$298.00	EDUCATION REIMBURSEMENT	2351	RYAN LANDRUM
587945	03/04/2020	\$35.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
587946	03/04/2020	\$9,697.50	WASTE/RECYCLING ADMINISTRATION	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
587947	03/04/2020	\$239.00	REFUND	2775	MONTEBELLO HOUSING DEVELOPMENT CORP.
587948	03/04/2020	\$349.00	VEHICLE MAINTENANCE/EXPENSES	2028	LUCY CORTEZ/MR. G'S CUSTOM UPHOLSTERY
587949	03/04/2020	\$60.00	REFUND	2773	SRINIVASA REDDY
587950	03/04/2020	\$60.00	REFUND	2772	CHRISTINA REYES
587951	03/04/2020	\$8,687.29	TRAINING	1188	TYLER TECHNOLOGIES, INC.
587952	03/04/2020	\$3,450.83	NURSE EDUCATOR	20070	UC REGENTS
587953	03/04/2020	\$628.48	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY



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587954	03/04/2020	\$88,661.41	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587955	03/04/2020	\$22.71	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587956	03/04/2020	\$747.07	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
587957	03/04/2020	\$560.00	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
587958	03/04/2020	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
587959	03/04/2020	\$8,000.93	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
587960	03/04/2020	\$3,934.20	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
587961	03/04/2020	\$315.00	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL, INC.
587962	03/04/2020	\$615.58	SUPPLIES	42210	SAFETY-KLEEN SYSTEMS, INC.
587963	03/04/2020	\$59,633.90	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587964	03/04/2020	\$586.91	VEHICLE MAINTENANCE/EXPENSES	1963	SUEZ WTS SERVICES USA, INC.
Subtotal		\$2,282,537.50			
6093 - Successor Agency					
1460	02/27/2020	\$2,050.00	MONITORING SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
1461	03/04/2020	\$84,444.63	NOTES PAYABLE;OSTROM	20390	ARA SEVACHERIAN
Subtotal		\$86,494.63			
Total		<u>\$2,369,032.13</u>			

ITEM #19

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO CALIFORNIA**

**DECEMBER 18, 2019
WEDNESDAY
5:35 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:35 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Cobos-Cawthorne, Jimenez, Torres, Hadjinian, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Hadjinian recessed into Closed Session at the hour of 5:37 p.m. At the hour of 6:30 p.m. Mayor Hadjinian reconvened the meeting.

CLOSED SESSION - 5:30 P.M.

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

- 4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code section 54956.9(d)(2)

Councilmembers all present and received a briefing. No final action, nothing to be reported.

- 4a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

Councilmembers all present and received a briefing. No final action, nothing to be reported.

REGULAR SESSION – 6:30 P.M.

- 5. INVOCATION** City Treasurer Gutierrez
PLEDGE OF ALLEGIANCE Lion Chris
- 6. PRESENTATIONS**
 - A. OATH OF OFFICE – YOUTH COMMISSIONER DAVID PEREZ**
- 7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

None.

8. CORRECTIONS TO THE AGENDA – CITY MANAGER

Item No. 13 will be removed from the agenda as requested by the applicant.

9. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

10. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

Edwina Garcia asked that the Mayor direct the City Attorney to announce votes for items in Closed Session. Ms. Garcia also stated that minutes of a Planning Commission Meeting stated that Commissioner Mooradian was asked to leave a meeting by Staff, which isn't true.

Maribel Briseno speaking in her personal capacity, congratulated the new Mayor and Mayor Pro Tem, and asked the Council for a new traffic study for the city. Ms. Briseno also asked for enforcement of big rigs and reports from Councilmembers from meetings they attend. Chief Keller was directed to contact Ms. Briseno.

Claudia Salinas spoke about support of Accessory Dwelling Units (ADU) and asked that the Council know how to de-escalate a situation at Council meetings. Ms. Salinas asked about regulations regarding ADU laws beginning in January 2020.

11. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that all items may be approved in a single motion with the exception of Item Nos. 12, 14, 15, 18, 20, 21 and 22. Item No. 13 was pulled from the agenda. . Motion carried unanimously.

SCHEDULED MATTERS (12-13)

12. PUBLIC HEARING: ORDINANCE APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AND ZONE CHANGE NO. ZC 02-19 AMENDING THE GENERAL PLAN LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND THE ZONING MAP FROM R-1 SINGLE FAMILY TO C-R COMMERCIAL RESTRICTED FOR THE PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD

Deputy Director Palombi gave a brief summary on the item.

Councilmember Torres asked for clarification of exemptions.

Councilmember Hadjinian asked if building permits were issued in error. Deputy Director Palombi stated that a staff member issued permits prematurely in error. Councilmember Hadjinian stated that his Planning Commissioner has no conflict of interest regarding the approval of this item on the Planning Commission.

The Public Hearing opened at the hour of 7:12 p.m.

The following are in support of the project:

Hagop Yapoujian is the owner of the property and in support of project.

Margot Eiser spoke about the General Plan and asked that it not be done after the 2020 Census in complete.

Edwina Garcia asked that the City Council hold off in approving the ordinance. Ms. Garcia stated that the Planning Commission did not approve this amendment at their October 15, 2019 meeting, but did approve at their following meeting.

Rosie Vasquez stated that the City stated that the amendments needs to meet standards before approved.

Maribel Briseno stated that the City Council opposes the approval of the ordinance at this time and asked that the Council look at parking issues.

Linda Nicklas stated that she was present at two Planning Commission meetings where this items was discussed.

Hagop Yapoujian stated that he applied for a zone change in January of 2018 and that the process has taken two years.

The Public Hearing closed at the hour of 7:32 p.m.

Councilmember Torres stated that there are enough facts to support of the zone change.

Mayor Melendez asked that speakers address their comments to the Mayor. Mayor Melendez stated that the applicant acted in good faith.

It is recommended that the City Council:

- (1) Councilmember Hadjinian moved, seconded by Councilmember Jimenez to adopt Resolution No. 19-146A that would adopt a Negative Declaration for the proposed General Plan Amendment and Zone Change and approving a General Plan Amendment (GPA 02-19) and a Zone Change (ZC 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone at 429 N. Montebello Blvd., Montebello, California 90640 (the "Subject Property"). Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Jimenez, Torres, Hadjinian, Melendez
NOES: Cobos-Cawthorne

- (2) Councilmember Hadjinian moved, seconded by Mayor Melendez adopt an Ordinance approving General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19), and conduct the 1st Reading of the Draft Ordinance. Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Jimenez, Torres, Hadjinian, Melendez
NOES: Cobos-Cawthorne

- (3) Councilmember Hadjinian moved, seconded by Councilmember Jimenez to schedule 2nd Reading of Draft Ordinance for the General Plan Amendment (GPA 02-19) and Zone Change (ZC 02-19) for the next regular scheduled meeting of the City Council. Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Jimenez, Torres, Hadjinian, Melendez
NOES: Cobos-Cawthorne

13. PUBLIC HEARING: APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF CONDITION USE PERMIT NO. CUP 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 WEST BEVERLY BLVD., SUITE A & B

This item was pulled from the agenda and not discussed.

CONSENT MATTERS (14-24)

14. COMMERCIAL CANNABIS DEVELOPMENT AGREEMENTS

Brian Ambriz, representative from the Latino Prevention Project, a project of the California Hispanic Commission on Alcohol and Drug Abuse and a member of the Spa 7 Southeast Community Alliance Coalition, and the Los Angeles County Rethinking Access to Marijuana Coalition, spoke in opposition to the approval of the cannabis agreements.

Marissa Alvarez, Latino Prevention Project, California Commission on Alcohol and Drug Abuse, Spa 7 Southeast Community Alliance Coalition and the Los Angeles County Rethinking Access to Marijuana Coalition, spoke about the dangers of vaping and in opposition to the new cannabis agreements.

Alfredo Santiago, Southeast Alliance Coalition spoke about the effects of marijuana on the brain, and stated opposition to cannabis agreements.

A representative from the Greater Los Angeles Alliance spoke in opposition to the approval of cannabis agreements.

Carolina Hooker, Southeast Alliance Coalition spoke in opposition to the cannabis businesses in the community.

Maribel Briseno asked that the City not oversaturate the south side of Montebello with cannabis businesses and asked that the Council use Rethinking Access to Marijuana reports as resources for information regarding cannabis.

Councilmember Torres spoke about his concern and the serious effects of vaping.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve, in substantially the form as presented, four (4) cannabis business development agreements for the operation of commercial cannabis activities in the City of Montebello, for Cannabis Development Agreement Nos. 23-19, 26-19, 27-19 and 28-19, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
- 2) Condition the approval of each of the four (4) Cannabis Business Development Agreements ("DA") on the respective operator providing all exhibits to the development agreement and missing information to the City of Montebello in a form acceptable to the City Attorney's Office no later than January 6, 2020, as reflected with highlights in the attachments hereto; and
- 3) Adopt findings contained herein exempting the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval.

15. ADOPT, ADVERTISE AND AUTHORIZE THE AWARD OF CONSTRUCTION FOR THE “PAVING THE WAY” PHASE 1, STREET IMPROVEMENT PROJECT

Councilman Torres asked why Phase I is not included in the project for April. City Manager Bobadilla stated that concrete repairs needed to be done at this time to get a head start on the project.

Margot Eiser asked for a list of streets slated to be paved. City Manager Bobadilla stated that the list is attached to the staff report and available on the website.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the Plans and Specifications for Phase 1A of the “Paving the Way” Street Improvement Project (C.P. 875) as prepared by Infrastructure Engineers;
- 2) Authorize Staff to Advertise a Notice Inviting Bids for the Project and designate January 14, 2020 at 11:10 a.m., as the bid opening date;
- 3) Authorize the City Manager to Award and Execute the Contract on behalf of the City to the lowest responsive and responsible bidder up to \$2,500,000, including a project contingency;
- 4) Find the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), per Section 15301, Class 1 (Existing Facilities).

Motion carried unanimously.

16. APPROVE PLANS AND SPECIFICATIONS FOR CP 858 – ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE, (FY 2019/2020), FIND THE PROJECT CATEGORICALLY EXEMPT PURSUANT TO THE STATE GUIDELINES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR BIDS AND DESIGNATE JANUARY 13, 2020 AT 11:10 A.M. AS THE BID OPENING DATE

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Approve Plans and Specifications for C.P. 858, Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue, FY 2019/2020;
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); and
- 3) Authorize the Public Works Department to advertise for bids and designate January 13, 2020 at 11:10 a.m., as the bid opening date.

17. A REQUEST TO ACCEPT AS COMPLETE MONTEBELLO WAY TRAFFIC SIGNAL IMPROVEMENTS FROM MINES AVENUE TO OLYMPIC BOULEVARD, FY 2014/2015, PROJECT NO. 1958 (C.P. NO. 795) BID #12-18, FEDERALLY FUNDED PROJECT HSIPL – 5247 (020)

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

Accepts as complete Montebello Way Traffic Signal Improvements from Mines Avenue to Olympic Boulevard, FY 2014/2015, Project No. 1958, C.P. No. 795, Bid No. 12-18, Federally Funded Project HSIPL-5247(020) ("Project") and authorize the City Clerk to process the Notice of Completion.

Motion carried unanimously

18. TRAFFIC SAFETY ANALYSIS FOR THE INTERSECTIONS OF BEVERLY BOULEVARD AND 20TH STREET AND BEVERLY AND 21ST STREET

Maribel Briseno asked that the City Council consider bike lanes on Beverly Blvd., and asked that the City look at the traffic at the intersection of Wilcox and Via Paseo.

Councilmember Cobos-Cawthorne asked that the crosswalk/signal be moved up one street to 20th Street.

Councilmember Torres asked about the enhanced crosswalk and asked for safety measures for pedestrians.

City Manager Bobadilla stated that it was too premature for the design phase at this time, but that enhancements will be included for consideration.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Consider the findings and recommendations of the Traffic Safety Analysis completed by Infrastructure Engineers for the intersections of Beverly Boulevard and 20st Street and Beverly Boulevard and 21th Street, and direct staff as to which alternative to implement at these locations.

Motion carried unanimously.

19. HILTON HOME2 SUITES AND GOLF COURSE MAINTENANCE YARD

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Approve a negotiated settlement with Advanced Applied Engineering, Inc. dba Infrastructure Engineers for inspection and material testing services rendered in the construction of the Home2Suite Hotel and Golf Course Maintenance Yard, under Agreement No. 3237; (2) approve a Resolution advancing funds from the General Fund to Hotel Fund in the amount of \$246,326 for the negotiated settlement, which staff anticipates being reimbursed from future hotel net operating revenues; and (3) direct staff to process payment.

Motion carried unanimously.

20. CITY HALL REPAIRS AND IMPROVEMENTS

Councilmember Torres asked about the waiving of the bid process and why the repairs need to be done now.

City Manager Bobadilla stated that repairs have been patched but not resolved and it was decided to move quickly before the rainy season began, and after an analysis proved that the whole roof needed to be re-done.

City Councilmember Hadjinian moved, seconded by stated support of the repairs.

- 1) Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to

waive the formal bid process for emergency repairs to the City Hall roof and authorize the expenditure of City funds by a four-fifths (4/5) vote pursuant to Montebello Municipal Code (MMC) Section 3.20.050(c);

City Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to

- 2) Award a construction contract for the necessary City Hall roof repairs to Certified Roofing Applicators;
- 3) Award a construction contract with Vincor Construction, Inc. for City Hall
- 4) Approve improvements utilizing Sourcewell competitive government bidding process pursuant to MMC Section 3.20.125 (c);
- 5) Award a construction contract to Leed Electric for necessary electric and building improvements at City Hall;
- 6) Authorize the Director of Recreation and Community Services to review and approve change orders within a 10% contingency of all contract amounts; and
- 7) Authorize the City Manager to execute the contract agreements on behalf of the City.

Motion carried unanimously.

21. AWARD A CONSTRUCTION CONTRACT FOR CIP #19-51- TAYLOR RANCH GREENSPACE PROJECT TO GREEN GIANT LANDSCAPE, INC.

Rosie Vasquez stated that the money that is to be spent does not include a building for a community center, and asked that the next step be to construct a building.

Ari Saridi, Environmental Construction Inc., spoke in opposition to the award of the bid.

Director David Sosnowski spoke about details regarding the bid process and stated that it was a standard process.

Mayor Pro Tem Cobos-Cawthorne asked if staff confirmed references. Director Sosnowski stated that the report was favorable regarding references.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Award a Construction Contract for CIP #19-51 – Taylor Ranch Greenspace Project, RFP #19-51 in the amount of \$1,024,005.90 to Green Giant Landscape, Inc.;
- 2) Authorize the Director of Recreation & Community Services to review and approve change orders within a 10% contingency of the contract amount; and
- 3) Authorize the City Manager to execute the Contract Agreement No. 3722 on behalf of the City.

Motion carried unanimously.

22. CITY COUNCIL REORGANIZATION RELATED APPOINTMENTS

Councilmember Cobos-Cawthorne moved, seconded by Jimenez that the City Council:

- 1) Adopt Resolution No. 19-148 designating Mayor Melendez as the member, and Councilmember Hadjinian as an alternate member of the Board of Directors of Sanitation Districts Nos. 2 and 15 of Los Angeles County; and

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 2) Adopt a Resolution No. 19-147 designating Mayor Melendez as the member, and Mayor Pro Tem Cobos-Cawthorne as the alternate member of the Los Angeles County-City Selection Committee.

Motion carried unanimously.

23. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED DECEMBER 18, 2019

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Adopt Resolution No. 19-148A approving the Warrant Register dated December 18, 2019; and

Motion carried unanimously.

24. APPROVAL OF MINUTES: OCTOBER 23, 2019

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Approved minutes as written.

Motion carried unanimously.

24a. PAVING THE WAY PROGRAM - AUTHORIZE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO AGREEMENT NO. 3066 FOR ENGINEERING SERVICES WITH INFRASTRUCTURE ENGINEERS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the Third Amendment to Agreement No. 3066 for Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute the Third Amendment in the amount not to exceed \$895,107 on behalf of the City, as it relates to City's Paving The Way Program ("Paving The Way").

25. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

26. MAYOR PRO TEM COBOS-CAWTHORNE

- a. City Hall Beautification Committee
Mayor Pro Tem Cobos-Cawthorne would like to form a Beautification Committee. It was agreed that the consideration of a committee would be brought back for approval.

- b. Clergy Council
Mayor Pro Tem Cobos-Cawthorne would like to form an organization to meet with Clergy to discuss community matters such as homelessness, foster children and other issues.
- c. Welcome to Montebello Team
Mayor Pro Tem Cobos-Cawthorne asked that a group be formed to welcome new members of the community to the City.
- d. Business Watch
Mayor Pro Tem Cobos-Cawthorne asked to form a Business Watch group for City officials to meet with business owners to discuss business matters.

27. COUNCILMEMBER JIMENEZ

None.

28. COUNCILMEMBER TORRES

None.

29. COUNCILMEMBER HADJINIAN

None.

30. MAYOR MELENDEZ

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 8:55 p.m. and wished everyone Happy Holidays.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 18, 2020, were approved as written on March 11, 2020.

IRMA BARAJAS, City Clerk

NOTES

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez
MEMBERS PRESENT: Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez
2. **ROLL CALL:** City Clerk I. Barajas
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**

None.

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:38 p.m. At the hour of 6:45, Mayor Melendez reconvened the meeting. All five members were present for all Closed Session items.

CLOSED SESSION - 5:30 P.M.

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

City Councilmembers received a briefing. No final action, nothing further to report.

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533

Councilmembers provided direction to the City Attorney. No final action, nothing further to report.

5a. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE

Government Code Section 54957(b)(1)

Councilmembers received a briefing. No final action, nothing to report.

5b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Weaver v. City of Montebello, Case No. CV 19-1585-DMG (FFMx)

Councilmembers received a briefing. The City Council provided direction to City Attorney, no final resolution. Nothing further to report.

REGULAR SESSION – 6:30 P.M.

6. INVOCATION **City Treasurer Gutierrez**

PLEDGE OF ALLEGIANCE **Alfonso Membria**

7. PRESENTATIONS

- a. RECOGNITION TO GIRL SCOUT TROOP 3371**
b. RECOGNITION TO MONTEBELLO SOROPTIMIST

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

City Manager Bobadilla stated that two items that came up after the posting of the agenda would be added to the agenda. Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne to add 19a. City Hall Air Conditioning Unit, and 19b. Nicholas Razo Employment Agreement for Director of Human Resources. City Manager Bobadilla also stated that Item No. 13 is a Public Hearing.

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

Brian Ambriz, Community Organizer for Rethinking Access to Marijuana, stated opposition to cannabis businesses in Montebello.

Maritza Alvarez, Direction of the Latino Prevention Project and Commission on Alcohol and Drug Abuse stated concerns regarding cannabis agreements, such as lung problems due to vaping and marijuana use.

Alfredo Santiago spoke in opposition to marijuana manufacturers in the City.

Carolina Hooker, Southeast Community Alliance for Los Angeles County, opposes marijuana and stated the health risks for the community and families.

Katelyn Ramirez, Latino Prevention Project, spoke in opposition to cannabis businesses.

Margot Eiser spoke about receiving the Public Hearing Notice too late.

James Flournoy spoke about animals found in the Montebello Hills and brush control.

Yvonne Watson, President of the Sierra Club Task Force, spoke about Valley Fever found in Los Angeles and Kern counties.

Michael Popoff stated that Toll Brothers has violations regarding the Montebello Hills.

Linda Strong, Co-Chair, Save the Montebello Hills, spoke about vegetation removal and asked for consideration regarding the health of the residents.

Linda Nicklas, Co-Founder, Match 90640, asked that Councilmembers report on conferences they attend at least once a month.

12. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that all items be approved in a single motion with the exception Item Nos. 13, 16, 17, and 18, and to add Nos. 19a and 19b, as these

matters came up after the posting of the agenda. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS (13-21)

13. PUBLIC HEARING: APPROVAL OF VESTING TENTATIVE TRACT MAP NO. 82724 AND SITE PLAN REVIEW 01-19, MONTEBELLO HILLS SPECIFIC PLAN PROJECT (TOLL BROTHERS/SENTINEL PEAK RESOURCES)

The Public Hearing opened at the hour of 8:20 p.m.

Toll Brothers representatives summarized the project and spoke about the different plans and the five housing types for the project.

Dr. Gary Stickel spoke about the land that is and will be destroyed.

Margot Eiser spoke about the obligation to the residents.

Jim Flournoy spoke about the subdivision map.

Gregory Millsap, General Manager at the Shops at Montebello, spoke in support of the project.

Yvonne Watson spoke about the wells and methane gas, and added that the fault should be potentially active.

Armando Arenas spoke in support of the project on behalf of the Chamber of Commerce and added that Toll Brothers created a good project.

Edwina Garcia stated that the City will not benefit from the project because of increased traffic and coyotes that will move down to the City.

Michael Popoff submitted pictures of the hills and stated that Toll Brothers did not mention condominiums, and stated opposition to the approval of the map.

Linda Strong stated that the matter should be continued, because new studies need to be done and active wells will be close to homes.

Linda Nicklas asked about the Mediterranean style homes that were promised and asked about parking for those using the trails.

Rosa Tamayo stated that she is against the project because it is toxic, and that she can bring Attorney Kennedy to work with the City.

Gabriel Kim spoke about issues regarding the abandoned wells. Mr. Kim also stated that a vapor screen will be placed under each house.

Heather Pierce, Sentinel Peak, also spoke about the wells and added that they have been plugged.

Councilman Torres asked about the hiking trail and asked if the landscaping with include native plants? Mr. Kim stated that the Plan Check has not been completed.

Councilman Torres also asked about Airbnb rules, the trails and security and the color schemes of the different elevations.

The Public Hearing closed at the hour of 9:20 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Determine and find that this action is consistent with the previously certified Environmental Impact Report for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt exempting residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b);
- 2) Adopt Resolution No. 20-01 approving Vesting Tentative Tract Map No. 82724 the "B" Map – Phase A;
- 3) Adopt Resolution No. 20-02 approving Site Plan Review 01-19.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

14. AWARD A CONTRACT TO RAINTEK ENTERPRISES INC., MAXIMO CONFIGURATION AND CUSTOMIZATION FOR BID NO. (19-21)

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Award a contract to Raintek Enterprises, Inc. for Maximo Configuration and Customization for a total cost not to exceed **three hundred sixty thousand, five-hundred ninety dollars and no cents** (\$360,590); and
- 2) Authorize the City Manager execute a Contract No. 3724 on behalf of the City; and
- 3) Adopt Resolution No. 20-03 appropriating \$280,456 unassigned Transit fund balance to fund the cost of this project.

Motion carried unanimously.

15. AWARD A CONTRACT TO PSI REPAIR SERVICES, SIEMENS MONO AND DUAL INVERTER FOR BID NO. (Q-19-40)

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Award a contract to PSI Repair Services, Inc., to rebuild sixteen (16) Siemens Mono Inverters at an estimated cost of \$5,850 each and four (4) Dual Inverters at an estimated cost of \$7,500 for a total project cost not to exceed **one hundred twenty three thousand, six hundred dollars and no cents** (\$123,600); and
- 2) Authorize the City Manager to execute Contract No. 3725 on behalf of the City.

Motion carried unanimously.

16. STATE AUDIT REVIEW – QUARTERLY REPORT

Councilmember Cobos-Cawthorne asked for an update on the Water System and the Golf Course. City Manager Bobadilla stated that the City is looking at alternatives and upgrades for the Golf Course and that the City will sell a portion of the Water System to San Gabriel Valley Water.

Councilmember Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

- 1) Receive and file the State Audit Corrective Action Plan Update and Progress Report.

Motion carried unanimously.

17. APPROVAL TO ENTER INTO A CITYWIDE PRINTING SERVICES SOFTWARE ACQUISITION AND EQUIPMENT LEASE AGREEMENT

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

- 1) Adopt a Resolution No. 20-04 to authorize the City Manager to negotiate and execute a lease agreement and maintenance agreement with IBE Digital for the replacement of our current printers and printing software for an amount not to exceed \$6,383.20 per month, plus the price per printed page, for a term not to exceed 60 months.

Motion carried unanimously.

18. COUNCIL ASSIGNMENTS

The Beautification Adhoc Committee and Centennial Committee were added to the list of assignments.

Councilmember Hadjinian asked that all assignment remain the same. Councilmember Torres asked to serve on the Gateway Cities Council of Governments or the Independent Cities Association. Councilmember Hadjinian nominated Councilmember Torres to the Gateway Cities Adhoc Committee as the Alternate Member.

Councilmember Hadjinian nominated Councilmember Torres and Mayor Pro Tem Cobos-Cawthorne to serve as members of the Beautification Adhoc Committee.

Mayor Melendez asked that all Councilmembers have input on the Centennial Adhoc Committee.

City Attorney Alvarez-Glasman stated that if all Councilmembers participate, the meeting would have to be agendized.

Councilmember Hadjinian remembered that Councilmembers would have involvement in different projects related to the Centennial Adhoc Committee.

Councilmember Torres stated that it had been decided that there would be a Chairperson and a rotating Co-Chairperson.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve that City Councilmembers remain on the Adhoc Committees they currently sit on at this time; that Councilmember Torres and Mayor Pro Tem Cobos-Cawthorne serve on the Beautification Adhoc Committee; that Councilmember Torres serve as Alternate Member on the Gateway Cities Council of Governments; that Mayor Melendez serve as Chairperson of the Centennial Adhoc Committee and that other Councilmembers rotate as Co-Chairperson, and participate in different projects on the Centennial Committee.

Motion carried unanimously.

19. SECOND READING AND ADOPTION: ORDINANCE APPROVING GENERAL PLAN AMENDMENT NO. GPA 02-19 AND ZONE CHANGE NO. ZC 02-19 AMENDING THE GENERAL PLAN LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO BOULEVARD COMMERCIAL AND THE ZONING MAP FROM R-1 SINGLE FAMILY TO C-R COMMERCIAL RESTRICTED FOR THE PROPERTY LOCATED AT 429 NORTH MONTEBELLO BOULEVARD

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne that the City Council conduct a Second Reading of and adopt Ordinance No. 2417 that would:

- (1) Amend the General Plan Amendment (GPA 02-19) to change the land use designation from Low Density Residential to Boulevard Commercial for the property located at 429 N. Montebello Blvd., Montebello, California 90640 (the "Subject Property"); and
- 2) Approve a Zone Change (ZC 02-19) and a Zone Change from Single-Family (R-1) zone to Commercial Restricted (C-R) zone of the Subject Property;

19a. CITY HALL AIR CONDITIONING UNIT ROOFING REPAIRS

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne to authorize the City Manager to execute Contract No. 3726 as approved as to form by the City Attorney for Heating Ventilation and Air Conditioning (HVAC) removal and replacement as a part of the City Hall roofing project with Johnson Controls, Inc., the City's contracted HVAC Maintenance and Repairs vendor.

Motion carried unanimously.

19.b. APPROVAL OF EMPLOYMENT AGREEMENT WITH NICHOLAS RAZO

Councilmember Hadjinian moved, seconded by Councilmember Cobos-Cawthorne to approve the Employment Agreement with Nicholas Razo to the position of Director of Human Resources. By approving Agreement, the City Council also authorizes the City Manager to execute Employment Agreement 3727 and bind the City to the terms contained herein.

Motion carried unanimously.

20. PUBLIC ORALS – IF NEEDED

None.

COUNCIL ORALS

21. COUNCILMEMBER JIMENEZ

None.

22. COUNCILMEMBER TORRES

- a. Increasing waste bins on Greenwood Boulevard near Mines.
Councilmember Torres asked if more trash bins could be place at the above location.
- b. Policy regarding proper use of social media during council meetings.
Would like consensus as to what right and wrong with the use of social media during the council meetings, and asked that an agreement be prepared by Staff. It would be signed by Councilmembers and that it would be a social contract and self-regulated. Mayor Melendez asked that the matter be revisited in the future.
- c. Policy regarding conduct, civility, and rules of decorum.
Councilmember Torres spoke about a speaker who was upset about the treatment she received at previous meetings. Councilmember Torres asked that City Council Resolution No. 06-22 be amended with additional language regarding civility and

decorum at Council meetings. Mayor Melendez asked for Councilmembers to review the current Resolution.

- d. Corrections and comments regarding Mr. Hadjinian's statements as outgoing Mayor. Councilmember Torres spoke about comments made by Councilmember Hadjinian regarding mentoring other Councilmembers, and asked that a Resolution come back regarding the sale of the City's water.
- e. Request for monthly report regarding YTD spending in relation to budget.
Not discussed.

23. COUNCILMEMBER HADJINIAN

None.

24. MAYOR PRO TEM COBOS-CAWTHORNE

Update on SEAACA matters.

Mayor Pro Tem Cobos-Cawthorne spoke about the collection of blankets for Seaaca, on behalf of the City of Montebello.

25. MAYOR MELENDEZ

Council comments.

Mayor Melendez asked that Council Orals not be agendized and that Councilmembers take five minutes at the end of the meeting to discuss matters. The City Attorney stated that if Councilmembers are seeking consensus for any matter, they list the oral so that it may move a little quicker to be considered.

Councilmember Torres asked that the Council Orals maintain their specificity.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 9:53 p.m. in memory of Lupe Rodriguez, a longtime resident and Gold Star Mother. Reggie Rodriguez Park was named after one of Mrs. Rodriguez's five sons, USMC Lance Corporal Reggie Rodriguez, who was killed in 1967 in Quang Tri during the Vietnam War. A moment of silence was taken in memory of Lupe Rodriguez.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of January 8, 2020 were approved as written on March 11, 2020.

IRMA BARAJAS, City Clerk

NOTES

MINUTES

THE CITY COUNCIL OF THE CITY OF MONTEBELLO MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:38 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

CLOSED SESSION - 5:30 P.M.

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

- 4. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One matter

The City Attorney provided a briefing to the Councilmembers. No reportable action, nothing further to report.

- 5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

A briefing was provided. Nothing further to report.

- 5a. PUBLIC EMPLOYMENT**
Government Code Section 54957
Title: Director of Finance

The City Manager provided a briefing. No final action. The item will appear under Item No. 19a during Regular Session.

- 5b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons (Athens)
Superior Court Case No. BC713533

A briefing was provided to Councilmembers, no reportable action, nothing further to report.

REGULAR SESSION – 6:30 P.M.

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. PRESENTATIONS:

- a. RECOGNITION OF KATHY SALAZAR FOR SERVICE ON THE CITIZENS PATROL**
- b. TRANSIT TECHNOLOGY PRESENTATION**
- c. RECOGNITION TO BOXER ANGEL “EL MORENO” RODRIGUEZ**
- d. RECOGNITION TO VARTAN AND SONIA FUNDUKIAN**

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: CITY ATTORNEY ALVAREZ-GLASMAN

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

Beth Kurosawa, stated that the Montebello Library has been designated as a voting station for the Presidential Primary Election on March 3, 2020.

Tila Gregorian spoke about the dust in her neighborhood from the working being done in the Montebello Hills.

Margot Eiser stated opposition to the Montebello Hills Project.

Felipe Carrillo congratulated the City Council and stated that speakers at the podium do no bring solutions and encouraged everyone to work together. Mr. Carrillo congratulated Boxer Angel Rodriguez and his father.

Levar Prothero spoke about a drug lab on 4th Street and spoke about being watched 24/7.

- 12. APPROVAL OF AGENDA:** Councilmember Hadjinian moved, seconded by Councilmember Torres that all items be approved in a single motion with the exception of Item No. 13, which has been pulled from the agenda and will not be discussed, and 19a. which will be added to the agenda. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS (13-19)

13. COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE YEAR ENDED JUNE 30, 2019

Councilmember Torres asked for clarification on some of the items listed in the CAFR.

Councilmember Hadjinian moved, seconded by Mayor Pro-Tem Cobos-Cawthorne that the City Council:

- (1) Review and file the CAFR for FY18-19; and
- (2) Authorize the transfer of \$2,850,000 from the General Fund to the Self Insurance Fund, and adopt Resolution No. 20-05.

Motion carried unanimously.

14. CONSIDER APPROVAL OF A LETTER OF INTENT WITH ABM BUILDING SOLUTIONS, LLC, TO PROCEED WITH THE INVESTMENT GRADE AUDIT IN CONTEMPLATION OF AN ENERGY SERVICE CONTRACT PURSUANT TO GOVERNMENT CODE, SECTION 4217

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

- (1) Approve Agreement No. 3730, a Letter of Intent ("LOI") with ABM Building Solutions, LLC ("ABM"), to proceed with the Investment Grade Audit ("IGA") allowing the City to determine the feasibility of entering into an energy service contract with ABM in the future per Government Code, Section 4217; and
- (2) Approve Resolution No. 20-06 authorizing the City Manager to execute the LOI allowing ABM to proceed with the IGA.

Motion carried unanimously.

15. REQUEST FOR PROPOSALS (RFP) FOR THIRD PARTY ADMINISTRATOR (TPA) FOR THE CITY'S SELF-FUNDED GENERAL LIABILITY PROGRAM

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

- (1) It is recommended that the City Council authorize City Staff to issue a Request for Proposals (RFP) for General Liability Claims Third Party Administration (TPA).

Motion carried unanimously.

16. REQUEST FOR PROPOSALS (RFP) FOR THIRD PARTY ADMINISTRATOR (TPA) FOR THE CITY'S SELF-FUNDED WORKERS COMPENSATION PROGRAM

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

- (1) It is recommended that the City Council authorize city staff to issue a Request For Proposals (RFP) for Workers' Compensation Third Party Administration (TPA).

Motion carried unanimously.

17. MONTHLY INVESTMENT REPORT: NOVEMBER AND DECEMBER 2019

Councilmember Hadjinian moved, seconded by Councilmember Torres the City Council:

- (1) Approve said reports as written.

Motion carried unanimously.

18. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JANUARY 22, 2020

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

- (1) Adopt the Resolution No. 20-07 approving the Warrant Register dated January 22, 2020.

Motion carried unanimously.

19. APPROVAL OF MINUTES: NOVEMBER 13, NOVEMBER 18, DECEMBER 11, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

(1) Approve said minutes as written.

Motion carried unanimously.

19a. APPROVAL OF EMPLOYMENT AGREEMENT WITH MICHAEL SOLORZA

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

Approve the Employment Agreement with Michael Solorza to the position of Director of Finance. By approving this Agreement, the City Council also authorizes the City Manager to execute Employment Agreement No. 3731 and bind the City to the terms contained therein.

Motion carried unanimously.

20. PUBLIC ORALS – IF NEEDED

None.

COUNCIL ORALS

21. COUNCILMEMBER TORRES

None.

22. COUNCILMEMBER HADJINIAN

None.

23. MAYOR PRO TEM COBOS-CAWTHORNE

Seaaca update.

Mayor Pro Tem Cobos-Cawthorne spoke about an upcoming event at Seaaca on February 8, 2020 where cats and dogs can be adopted. Flyers were available for those interested.

24. COUNCILMEMBER JIMENEZ

None.

25. MAYOR MELENDEZ

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:55 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of January 22, 2020, were approved as written on March 11, 2020.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 6:05 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez, Torres, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 6:10 p.m. At the hour of 6:35 p.m., Mayor Melendez reconvened the meeting.

CLOSED SESSION

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons (Athens)
Superior Court Case No. BC713533

Direction was provided to the City Attorney. No final action to report.

4a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
Two matters

In the first matter, the Mayor was unanimously authorized to sign an Amended and Restated Agreement.

In the 2nd matter, no action taken, nothing further to report.

4b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

Direction was provided to City Manager Bobadilla, no action taken, nothing further to report.

REGULAR SESSION

5. INVOCATION

PLEDGE OF ALLEGIANCE

6. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

7. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

8. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

9. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

Brian Ambriz, spoke in opposition to cannabis businesses.

- 10. APPROVAL OF AGENDA:** Councilmember Jimenez moved, seconded by Councilmember Hadjinian that all items be approved in a single motion. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

11. APPROVE AN APPROPRIATION FROM THE CANNABIS FUND TO PROMOTE THE 2020 UNITED STATES CENSUS COMPLETE COUNT MONTEBELLO INITIATIVE

Councilmember Jimenez moved, seconded by Councilmember Hadjinian that the City Council:

Appropriate \$25,000 from Cannabis Community Benefit Funds to fund the City's efforts to promote the 2020 United States (U.S.) Census complete count of Montebello as a community awareness initiative, Resolution No. 20-08. Motion carried unanimously.

12. REQUEST FOR AUTHORIZATION TO USE ASSET FORFEITURE FUNDS FOR PURCHASE OF LEASED VEHICLES

Councilmember Jimenez moved, seconded by Councilmember Hadjinian that City Council:

- 1) Approve the purchase of the four (4) leased vehicles at the conclusion of the 4 year lease agreement set to expire in March and April of 2020; and
- 2) Authorize the transferring of funds from the Drug Asset Forfeiture account to a Police Department account, Resolution No. 20-09.

Motion carried unanimously.

13. APPROVAL OF A RESOLUTION ACKNOWLEDGING ACCEPTANCE AND RECEIPT OF THE MONTEBELLO FIRE DEPARTMENT'S REPORT REGARDING ANNUAL MANDATED FIRE INSPECTION PERFORMANCE AND COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3, PER SENATE BILL NUMBER 1205 (SB 1205), AND BUDGET APPROPRIATION

Councilmember Jimenez moved, seconded by Councilmember Hadjinian that City Council:

- 1) Approve Resolution No. 20-11 acknowledging acceptance and receipt of the Montebello Fire Department Report regarding Annual Mandated Fire Inspection Performance; and
- 2) Authorize the City Clerk to execute the Resolution; and
- 3) Approve Resolution No. 20-10 appropriating General Fund unassigned balance to Account for Capital Outlay (100-85-870-7055) to fund these expenditures related to the purchase of the software and related equipment in the amount of \$30,000.00.

Motion carried unanimously.

14. FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS

Councilmember Jimenez moved, seconded by Councilmember Hadjinian that City Council:

- 1) Approve, in substantially the form as presented, four (4) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement Nos. 02-19, 11-19, 15-19 and 27-19, for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
- 2) Condition the approval of each of the four (4) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than March 2, 2020; and
- 3) Adopt findings contained herein exempting the four (4) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
- 4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

Motion carried unanimously.

14b. EMPLOYMENT AGREEMENT WITH JOSEPH PALOMBI

Councilmember Jimenez moved, seconded by Councilmember Hadjinian to approve Agreement No. 3738 with Joseph Palombi for the position of Planning and Community Development Director.

Motion carried unanimously.

COUNCIL ORALS

15. COUNCILMEMBER HADJINIAN

None.

16. MAYOR POR TEM COBOS-CAWTHORNE

None.

17. COUNCILMEMBER ANGIE JIMENEZ

None.

18. COUNCILMEMBER TORRES

Councilmember Torres held over his council orals.

- a. Urban forest triage and management plan
- b. Augmenting Montebello Police Department crime prevention and detection vis-a-vis government monitoring and community collaboration

19. MAYOR MELENDEZ

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting in memory of Jay Cortez who recently passed away, and Kobe and Gianna Bryant, John, Keri and Alyssa Altobelli, Sarah and Payton Chester, Coach Christina Mauser, and pilot Ara Zobayan, who perished in the recent helicopter accident on Sunday, January 26, 2020.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of February 3, 2020, were approved as written on March 11, 2020.

IRMA BARAJAS, City Clerk