

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, MAY 9, 2018
6:00 P.M.**

MONTEBELLO CITY COUNCIL

**VANESSA DELGADO
MAYOR**

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew G. Pasmant**

**CITY ATTORNEY
Arnold M. Alvarez-Glasman**

DEPARTMENT HEADS

**Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
Director of Recreation and Community Services
Director of Transportation**

**Danilo Batson
Fernando Pelaez
Brad Keller
Craig Koehler
David Sosnowski
Tom Barrio**

OPENING CEREMONIES

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

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

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 III203+)*

^{2[2]} *Please note that the information contained in this agenda is a summary of the staff report prepared for each item. Complete copies of each staff report are available in the Office of the City Clerk.*

REGULAR SESSION

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- a. PRESENTATION BY METRO**
- b. PROCLAMATION - LUPUS AWARENESS MONTH**
- c. PROCLAMATION - BIKE MONTH**
- d. MONTEBELLO BICYCLE COALITION PRESENTATION**
- e. AUDIT PRESENTATION**

6. 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.

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

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

10. 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 **Item No. 11**, and any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

11. PUBLIC HEARING: CONTINUED - THE ESTABLISHMENT OF AN IN-LIEU PARKLAND FEE FOR THE ACQUISITION AND/OR IMPROVEMENT OF PARKS.

COMMENT: The dedication of park land or collection of in-lieu fees will further assist in improving the quality of life without expending monies from the General Fund.

There is no increase in General Funds.

RECOMMENDATION: It is recommended that the City Council 1) adopt a Resolution establishing an In-Lieu Parkland Fee for the acquisition and/or improvement of parks at a flat rate of \$2,500.00 per unit for new development with an effective date of 45 days from adoption of this Resolution; 2) authorize staff to conduct a Development Impact Fee(s) study.

CONSENT MATTERS

12. EXTENSION OF THE TERM OF THE CONTRACT FOR METROLINK STATION SECURITY SERVICES; FIRST AMENDMENT TO AGREEMENT NO. 2836 WITH U.S. SECURITY ASSOCIATES, INC.

COMMENT: The City Council will consider extending the term of its agreement with U.S. Security Associates Inc. to provide armed security guards at the Montebello / Commerce Metrolink Station / Transit Center. The proposed extension is for 2 years, with three optional 1-year extensions, at a cost of \$158,148.90 per year.

The cost of the First Amendment is \$158,148.90 per year. These costs were approved as part of the Fiscal Year 2017-2018 budget.

RECOMMENDATION: It is recommended that the City Council approve the First Amendment to Agreement No. 2836 ("Agreement") with U.S. Security Associates Inc. ("Security Associates"), to extend the term of the Agreement for security services at the Montebello / Commerce Metrolink Station / Transit Center ("Station").

13. ADOPT A RESOLUTION FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM

COMMENT: The City of Montebello is an eligible fund recipient for Low Carbon Transit Operations Program (LCTOP) funds allocated by the California Department of Transportation, Division of Rail and Mass Transportation. The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018, and staff requests such funding be allocated to fund the Montebello Bus Lines' Route 70 New Cutaway Bus. The City Council will consider adopting a resolution agreeing to comply with all conditions and requirements of the LCTOP, and authorize the Acting City Manager to take certain actions with respect to the receipt and use of the City's FY 2017-2018 funding allocation.

There is no impact on the General Fund.

RECOMMENDATION: That the City Council, 1) adopt a resolution certifying the City's agreement to comply with all conditions and requirements of California's Low Carbon Transit Operations Program, and 2) approve an appropriation in the Transportation Department's Budget for Fiscal Year 2017-2018 for use of allocated LCTOP funding to Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express.

14. MEMORANDUM OF UNDERSTANDING WITH SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, COUNTY TRANSPORTATION COMMISSIONS AND MUNICIPAL TRANSIT OPERATORS FOR THE LARGE URBANIZED AREA FORMULA GRANT PROGRAM

COMMENT: Staff recommends that the City Council approve the MOU and authorize the Acting City Manager execute it on the City's behalf, thereby entering into a Memorandum of Understanding among the SCAG, CTCs and Municipal Transit Operators for the Large Urbanized Area Formula Grant Program.

There is no adverse impact on the General Fund.

RECOMMENDATION: It is recommended that the City Council approve the attached Memorandum of Understanding ("MOU") with Southern California Association of Governments ("SCAG"), County Transportation Commissions and Municipal Transit Operators for the Large Urbanized Area Formula Grant Program (the "Program"), and authorize the Acting City Manager to execute the MOU.

15. APPROVE THE SERVICE AGREEMENT FOR RADIO SYSTEM MAINTENANCE

COMMENT: The City Council will consider approving the service agreement for maintenance of the Motorola radio system, for the Montebello sites of the ICI Radio System, for one-year, in the amount of \$2,613.96 per month, and authorize the Acting City Manager to execute the agreement.

Funding for this agreement was allocated in the FY 2017/18 City Budget, within the Fire Department's Communications Divisions' Maintenance and Operation Budget.

RECOMMENDATION: That the City Council approves the service agreement for maintenance of the Motorola radio system, for the Montebello sites of the ICI Radio System, for one year, in the amount of \$2,613.96 per month, and authorize the Acting City Manager to execute the agreement. The total amount of the one-year contract is \$31,367.52.

16. ACCEPTANCE OF SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) GRANT AWARD

COMMENT: The City Council will consider acceptance of Systemic Safety Analysis Report Program (SSARP) Grant Award and appropriate \$25,000 from unallocated fund balance in Measure R Funds as the grant required ten (10%) percent match, in order to receive \$225,000 in grant funds.

Currently, the City has unallocated fund balance, in Measure R Funds, of approximately \$176,414. Staff is requesting that City Council appropriate \$25,000 from this said amount as the Grant's required ten (10%) local match.

RECOMMENDATION: That the City Council approve acceptance of the Systemic Safety Analysis Report Program (SSARP) Grant ("Grant") received from Caltrans, and appropriate the required ten (10%) percent local match from unallocated fund balance in Measure R Funds to facilitate securing \$225,000 in Grant funds.

17. CITY OF MONTEBELLO WATER SYSTEM REPAIRS/UPGRADE REPORT

COMMENT: The City Council will consider approval of emergency expenditures of \$41,600 to replace the existing water meter located at 7709 Telegraph Road under the existing Maintenance and Operations Agreement with San Gabriel Valley Water (Agreement No. 2883) and authorize staff to initiate a Prop 218 Process to consider adjusting the existing water rates, to include funding for infrastructure improvements (including the \$1,595,000 in identified emergency repairs and other capital improvements) through a rate adjustment or authorized staff to initiate a Prop 218 Process to consider a surcharge, with a sunset clause, to fund the \$1,595,000 in identified emergency repairs.

If water rates are not adjusted to include capital improvement projects, the City Water System/Water Fund will need to continue to receive a subsidy from the General Fund. If City Council decides to adjust water rates in the City's Water System a Prop 218 Process will need to be conducted to achieve any adjustments.

RECOMMENDATION: That the City Council approve the emergency expenditures of \$41,600 to replace the existing water meter located at 7709 Telegraph Road under the existing Maintenance and Operations Agreement with San Gabriel Valley Water (Agreement No. 2883) and authorize staff to initiate a Prop 218 Process to consider adjusting the existing water rates, to include funding for infrastructure improvements (including the \$1,595,000 in identified emergency repairs and other capital improvements) through a rate adjustment or authorized staff to initiate a Prop 218 Process to consider a surcharge, with a sunset clause, to fund the \$1,595,000 in identified emergency repairs.

18. WATER RIGHT LICENSE AGREEMENT

COMMENT: The City Council will consider a Water Rights License Agreement with Montebello Land and Water for the lease of 230 acre feet of the City's surplus water rights for Fiscal Year 2017/2018, also known as Allowed Pumping Allocation. The consideration to be paid by Montebello Land and Water would be \$120.00 per acre foot for a total payment of \$27,600. The Water Rights License Agreement will add \$27,600 to the Water Fund which may be used for emergency repairs and/or other related water systems operational expenditures.

The Water Rights License Agreement will add \$27,600 to the Water Fund which may be used for emergency repairs and/or other related water systems operational expenditures.

RECOMMENDATION: It is recommended that City Council take the following actions: (1) Approve a Water Rights License Agreement with Montebello Land and Water Company, for the lease of 230 acre-feet of the City of Montebello's Fiscal Year 2017/2018 Allowed Pumping Allocation, for which Montebello Land and Water will pay \$120.00 per acre-foot for a total payment of \$27,600; and (2) Authorize the Acting City Manager to execute the Agreement on behalf of the City.

19. PROFESSIONAL SERVICES AGREEMENT WITH BEST BEST & KRIEGER (BBK) FOR MONTEBELLO BOULEVARD ATP GRANT PROJECT

COMMENT: The City Council will consider approval of all additional necessary expenditures, by Best Best Krieger (BBK) related to the Montebello Boulevard ATP Grant Project, including necessary legal services to secure the right-of-way dedication necessary for the project ultimate design.

There is no impact to the General Fund, as on October 11, 2017, the City Council appropriated SB1 Funds (\$368,632) and Gas Tax Reserves Funds (\$181,368) for preliminary engineering, right-of-way acquisition and certification, environmental clearance, etc. Said funding can cover the cost of providing the services necessary to complete this complex transaction.

RECOMMENDATION: That the City Council approves all additional necessary expenditures, incurred by the law firm of Best Best Krieger (BBK), related to the Montebello Boulevard ATP Grant Project, including necessary legal services to secure the right-of-way dedication necessary for the Project.

20. ENGINEERING AND DESIGN SERVICES FOR MONTEBELLO BOULEVARD ATP GRANT PROJECT

COMMENT: The City Council will consider awarding a Professional Services Agreement, in the amount of \$560,242, to Infrastructure Engineers for engineering and design services for Montebello Boulevard ATP Grant Project, waiving the formal bid process pursuant to Montebello Municipal Code, MMC 3.20.050 (c) and authorizing the Acting City Manager to negotiate and execute an Agreement on behalf of the City, with certain milestones and guarantees to ensure award of a construction contract by December 2018.

RECOMMENDATION: That the City Council award a Professional Services Agreement, in the amount of \$560,242, to Infrastructure Engineers for engineering and design services for Montebello Boulevard ATP Grant Project, waive the formal bid process pursuant to Montebello Municipal Code, MMC 3.20.050 (c) and authorize the Acting City Manager to negotiate and execute the Agreement on behalf of the City, with certain milestones and guarantees to ensure award of a construction contract by December 2018.

21. AWARD A CONTRACT FOR RFP 18-41 ANNUAL STREET STRIPING, LEGENDS AND ROAD MARKING SERVICES (THERMOPLASTIC AND / OR PAINT) TO SAFE USA, INC.

COMMENT: The City Council is asked to award a contract for RFP 18-41 Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint) to Safe USA, Inc. in the amount \$265,700.00 and authorize the Acting City Manager to execute the Contact Agreement.

Funding for the proposed contractual services will be available in Measure M, Measure R, Prop C local returns and General Fund and will be addressed in the FY 2018/19 City Budget and allocated into the Public Works Department Maintenance and Operation Budget.

RECOMMENDATION: That the City Council award a contract for RFP 18-41 - Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint) (the "Project"), to Safe USA, Inc., and authorize the Acting City Manager to execute the Contact Agreement.

22. PLANS AND SPECIFICATIONS FOR VARIOUS STREET IMPROVEMENTS PROJECTS FOR 6TH STREET FROM MADISON AVE TO CLEVELAND AVE, LINCOLN AVE FROM AVENIDA LA MERCED TO REA DRIVE, POPLAR AVE FROM BEVERLY BLVD TO VICTORIA AVE, VIA ACOSTA FROM BEVERLY BLVD TO GARFIELD AVE, AND VIA NINA FROM HAY STREET TO VIA VAL VERDE (RFP # 18-15, CP 863)

COMMENT: The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approval of the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorizing the Public Works Department to advertise for bids and designate May 29, 2018 at 11:10 a.m., as the bid opening date.

As part of FY 2017-2018 Capital Improvement Budget, a total of \$329,805 of Measure "R" Funds, and \$477,795 of Measure "M" was allocated for street improvements (including engineering, inspection, and construction services) for this project. There is no impact on the General Funds.

RECOMMENDATION: That the City Council find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approve the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorize the Public Works Department to advertise for bids and designate May 29, 2018 at 11:10 a.m., as the bid opening date.

23. PUBLIC INFORMATION CONSULTANT

COMMENT: The City Council will consider awarding a Professional Services Agreement for Public Information Services and appropriating funds to enhance community information and outreach program. While the three (3) consultants contacted are knowledgeable and capable of undertaking the tasks outlined above. Staff has recommended Blue Icon due to cost and hourly rates translating to more staff hours, as well as, their experience and expertise.

The cost of the consultant would be funded from General Fund and Special Funds could be charged back to offset General Fund costs where applicable. The initial 6-month cost of the contract will be \$30,000, excluding any extension for the remainder of the fiscal year. There is a \$7,500 appropriation for this fiscal year. The annualized cost of the contract will be incorporated into the next fiscal year budget.

RECOMMENDATION: That the City Council authorize the retention of Blue Icon Media to assist in enhancing a community information and outreach program, approve a Resolution appropriating \$7,500 in General Fund Reserves for FY 2017/18 and authorize the Acting City Manager to execute a Professional Services Agreement on behalf of the City.

24. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: A. Arevalo in the amount of \$16,000.00 - \$25,000.00; R. Delgado in the amount of \$25,000.00; M. Jimenez in the amount of \$50,000.00; and J. Luu in the amount of \$4,000.00

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 9, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated May 9, 2018.

26. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (CONTINUED IF NECESSARY)

COUNCIL ORALS

27. MAYOR PRO TEM HADJINIAN

None.

28. COUNCILMEMBER ROMERO

- a. "A city with limited resources"
- b. Marijuana cultivation passed in Montebello, how will we enforce and track from seed to sale in order to capitalize and maximize our revenue.

29. COUNCILMEMBER MOLINARI

- a. Status of the 2018-19 Budget considerations.

30. COUNCILMEMBER BARAJAS

None.

31. MAYOR DELGADO

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: CONTINUED - The establishment of an in-lieu parkland fee for the acquisition and/or improvement of parks.

DATE: May 9, 2018

RECOMMENDATION

It is recommended that the City Council 1) adopt a Resolution establishing an In-Lieu Parkland Fee for the acquisition and/or improvement of parks at a flat rate of \$2,500.00 per unit for new development with an effective date of 45 days from adoption of this Resolution; 2) authorize staff to conduct a Development Impact Fee(s) study.

BACKGROUND

On April 11, 2018, the City Council opened the public hearing, took testimony, and continued the public hearing to the next City Council Regular Meeting with direction to staff to provide data showing what fees are being charged in adjacent cities.

On April 25, 2018, the City Council opened the public hearing, took testimony, and continued the public hearing to the next City Council Regular Meeting with direction to staff to provide data showing if adjacent cities phased the introduction of the fee, grace period, and time of collection. In addition, the City Council requested any studies that the Building Industry Association (BIA) has prepared on the issue.

ANALYSIS

Staff has reached out to BIA and was provided one case example – City of Los Angeles – which implemented the new fee as follows:

“The Fee was passed in December 2017 but won’t take effect until June 2018, allowing time for developers to absorb the new fee requirements. Additionally, projects that were submitted before June 18, 2018 will be exempt from the fee. When June 2018 hits, for fee implementation, one-third of the full fee amount at the time a building permit is issued will be

due. By December 2018 two-thirds of the full fee amount will be due upon building permit issuance, and by June 2019 the full fee will begin to be captured. This allows for a natural, incremental fee adjustment overtime."

Staff asked BIA for more examples and as of the writing of this report, no other examples have been provided.

Staff also reached out to the City of La Habra, which provided the following response:

Adopted one fee, collect fee at issuance of building permit, and unknown if there was grace period.

Finally, staff reached out to the City of South El Monte and Alhambra, but as of the writing of this staff report no response was provided.

PARKLAND IN-LIEU FEE

Staff is recommending the following:

- Flat fee of \$2,500 per unit for new developments
- Effective date of 45 days after the adoption date of this Resolution
- Annual increase based upon the Consumer Price Index – Los Angeles, Consumer Price Index for All Urban Consumers (CPI-U) (3.8%) and/or at a fixed amount as determined by Montebello City Council.
- Collection of in-lieu fee at time of Planning Division application submittal.

DEVELOPMENT IMPACT FEE(S)

Why should Montebello consider Development Impact Fee(s)?

New development generates impacts on existing public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate growth. Impact fees are necessary for the City to more fully pay for the public costs of new growth and development, especially when revenues are not keeping pace with the cost and demand for services. Developers should pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest.

The Mitigation Fee Act (Government Code SS 66000, ef seg.) enables and encourages the City to enact appropriate development impact fees which bear a reasonable relationship between the proposed use and the type of project on which a fee is imposed. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development.

Once the decision has been made to pursue Development Impact Fee(s), the estimated time frame for implementation would be six months to one year. This would allow time

to prepare the request for proposal (RFP), prepare the study that will make the recommended reasonable relation between impacts and fees, and bring before the City Council recommended Development Impact Fee(s). The City Council at that time will evaluate whether to merge or segregate fees

ENVIRONMENTAL

The proposed is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

No increase to the General Funds

In-Lieu Parkland Fee will be held in a separate account to improve parks within the City.

The Development Impact Fee(s) Study will have some upfront cost that could be recovered should actual Development Impact Fee(s) be implemented.

ATTACHMENTS

- A. Draft Resolution
- B. April 25, 2018 Council Report with Comparison Table
- C. April 11, 2018 Council Report
- D. Letter from BIA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING AN IN-LIEU PARKLAND FEE FOR THE ACQUISITION AND/OR IMPROVEMENT OF PARKS AT A FLAT RATE OF \$2,500.00 PER UNIT FOR NEW DEVELOPMENT.

WHEREAS, the City of Montebello is the Government entity responsible for providing park facilities with the City of Montebello;

WHEREAS, The City of Montebello has established an in-lieu parkland fee based upon provision contained in the California Government Code Section §66477;

WHEREAS, Section 2 establishes an in-lieu parkland fee;

WHEREAS, a duly noticed public hearing was held by the City Council on March 14, 2018 and continued to the March 28, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on March 28, 2018 and continued to the April 11, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on April 11, 2018 and where public testimony was received and continued to the April 25, 2018 City Council Regular Meeting; and

WHEREAS, a duly noticed public hearing was continued by the City Council on April 25, 2018 and where public testimony was received;

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. ADOPTED FEES. That an in-lieu parkland fee amount shall be \$2,500.00 per unit as a condition for any subdivision map recorded after this date. This fee shall not apply to properties on which residential development is prohibited or to commercial or industrial subdivisions where no residential parcels are established.

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to

environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 25th day of April, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

<u>COMPARISON TABLE</u>			
City Name	Quimby Fee	Parkland Fee	Impact Fee
	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(THAT INCLUDES QUIMBY ACT FEE/PARKLAND FEE ALONG WITH OTHER IMPACT FEES)
Montebello	No Fee established	No Fee established	No Fee established
LA County - South Whittier/East La Mirada	Included in the Parkland Fee	\$6,110 per unit	NA
LA County - East LA	Included in the Parkland Fee	\$5,410 per unit	NA
El Monte	\$5,520 per unit	NA	NA
South El Monte	\$25,000 per unit	NA	NA
Monterey Park	Included in the Impact Fee	Included in the Impact Fee	\$8,671 Per Unit \$7,927 Per Unit
Downey			
Pico Rivera	Included in the Impact Fee	Included in the Impact Fee	Residential - 0.5% of building valuation Commercial - 1.0% of building valuation
Whittier			
La Habra	Included in the Parkland Fee	Formula Based - Negotiated Through Development Agreement (Fee = Acres X Price Per Acre)	NA
La Mirada	\$0	\$0	\$0
Alhambra	Tax is collected instead (\$2,000)	NA	\$2,000 Tax Per Unit
Rosemead	Included in the Impact Fee	Included in the Impact Fee	\$6,500 for SFR \$5,197 for MFR - Per Unit

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: The establishment of a Quimby Act Fee and Parkland Fee to allow the City to collect in-lieu fees for developments.

DATE: April 11, 2018

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt a Resolution establishing the Quimby Act Fee and Parkland Fee.

BACKGROUND

The City previously adopted Section 16.32.070 – Reservation of land as a part of Title 16 – Subdivisions, stating “For any subdivision, a requirement may be imposed that areas of real property be reserved for parks, recreational facilities, fire stations, libraries or other public use. When such a requirement is imposed, the provisions of Section 66479 et seq. of the Act shall apply.” However, the City did not take action on imposing an in-lieu fee.

The California Government Code Section 66477, the Quimby Act, and section 66000 authorizes the legislative body of the City to allow the payment of park fees for new parks or improvements to existing parks. These new fees will ensure a fair fee assessment per development type while also reflecting the current cost of parkland acquisition and construction for:

- Single Family Residences;
- Multi-family Residences (Owner Occupied);
- Apartments (Renters)

QUIMBY ACT OF 1975

The municipal responsibility to set aside parkland and open space for its residents is burdened by future development, and therefore Cities have been authorized since the passage of the 1975 Quimby Act to pass ordinances that require developers to set

aside land, donate conservation easements, or pay fees for park acquisition or improvements to existing parklands.

AB 1600 OF 1987

This bill allowed for the collection of development impact fees to defray all or a portion of the cost of public facilities related to new development projects. Since apartment developments do not require a subdivision, new fees for apartments are not secured by Quimby; however, apartments do place additional burdens on the City's public open space. The City has a General Plan goal of 4.26 acres of park space per 1,000 people; therefore, apartments by law may be assessed a fair and proportionate park fee through AB 1600. The fee and methodology is established through a Resolution.

CITY OF MONTEBELLO PARK FEES

While the City has adopted the requirement for land to be reserved for parks, the City has not approved in-lieu park fees, which will create a funding source for new parks and improvements to existing parks. Improvements include all capital improvements such as facility upgrades, new facilities, rehabilitate fields, rehabilitate parking areas, increase lighting, etc.

ANALYSIS

OBJECTIVES OF A PARK FEE PROGRAM

The fee program is intended to account for all types of new residential development, including apartments. The residential developments subject to in-lieu park fee.

Residential Projects subject To Park Impact Fees	Residential Projects exempt from Park Impact Fees
New common-interest condominium	Conversion of apartments to condominiums without changing the unit count.
New single-family "detached" subdivisions	Granny units and accessory apartments
New townhouse "attached" subdivisions	Single-family home remodels or additions
New condominiums in mixed-use developments	Multi-family remodels or additions
New condo conversions increasing units	
New apartments	

ELIGIBLE EXPENDITURES FOR THE PARK FEE

All park fees for all types of residential development will meet the same Quimby Act requirement as to the eligible expenditures of park fee funds.

1. Developing new neighborhood or community parks

- a. Acquire property
- b. Improve property
- c. Construct park facilities

2. Rehabilitating existing neighborhood or community parks

- a. All Capital Improvements which include the following:
 - i. Improve existing parks
 - ii. Improve existing facilities – Upgrade buildings, upgrade parking area, upgrade lighting, upgrade landscaping
 - iii. New facilities within an existing park - Gym, basketball court, baseball fields, swimming pool, etc.
 - iv. Improve all roadway systems, including bike and pedestrian pathways
 - v. Improve park equipment

The funds cannot be used for personnel or grant fund matching.

NEW METHODOLOGY TO BE ADOPTED

State law requires that new parkland fee be adopted and that the fee schedule be set pursuant to Council conducting a public hearing and approving a Resolution. A general methodology for calculating park fees is described in the Quimby Act, but AB 1600 also allows Cities to adopt their own methodology granted that; the purpose and use of the fee is identified, there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed, there is a reasonable relationship between the need of the public facility and the type of development project on which the fee is imposed, the fee is proportionate to the cost of the associated use.

DEDEICATION OR FEE CALCULATION

Dedication Of Land Formula

$\frac{3.2}{1}$	Average Household Unit	÷	$\frac{1,000}{4.0}$	Population Park Acreage	=	0.0128	Min. acreage dedication per unit
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Example: 22 new residential units
 $(22) * (0.0128) = 0.2816$ acres new parkland

Park Fee Methodology Formula

Cost per Acre = \$14,737,419 (Total Cost) / 12.93 (Ares) = \$1,139,784.92 per Acre*

*Based upon the 1993 Master Parks Plan for Capital Improvements for the City Park

$\frac{\$1,139,784.92}{1}$	Cost Acre	$\frac{4.0}{1,000}$	Acres People	$\frac{3.2}{1}$	People Unit	\$14,589.25 per unit*
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*For an average dwelling unit (1,200 square feet), the cost is \$12.15 per square foot

Example: 22 new apartment units
 $(\$14,589.25) * 22 \text{ (units)} = \$320,963.50$

ENVIRONMENTAL

The proposed Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

FISCAL IMPACT

No increase in General Funds

The dedication of park land or collection of in-lieu fees will further assist in improving the quality of life without expending monies from the General Fund

ATTACHMENTS

- Draft Resolution

ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING AN IN-LIEU PARKLAND FEE FOR THE ACQUISITION AND/OR IMPROVEMENT OF PARKS AT A FLAT RATE OF \$2,500.00 PER UNIT FOR NEW DEVELOPMENT, ANNUAL INCREASE BASED UPON THE CONSUMER PRICE INDEX – LOS ANGELES, CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U), COLLECTION OF IN-LIEU FEE AT TIME OF APPLICATION, AND AN EFFECTIVE DATE OF 45 DAYS AFTER THE ADOPTION DATE OF THIS RESOLUTION.

WHEREAS, the City of Montebello is the Government entity responsible for providing park facilities with the City of Montebello;

WHEREAS, The City of Montebello has established an in-lieu parkland fee based upon provision contained in the California Government Code Section §66477;

WHEREAS, Section 2 establishes the in-lieu parkland fee;

WHEREAS, Section 3 establishes the annual increase of the in-lieu parkland fee;

WHEREAS, Section 4 establishes the collection of the in-lieu parkland fee

WHEREAS, Section 5 establishes the effective date of the in-lieu parkland fee;

WHEREAS, a duly noticed public hearing was held by the City Council on March 14, 2018 and continued to the March 28, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on March 28, 2018 and continued to the April 11, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on April 11, 2018 and where public testimony was received and continued to the April 25, 2018 City Council Regular Meeting;

WHEREAS, a duly noticed public hearing was held by the City Council on April 25, 2018 and where public testimony was received and continued to the May 9, 2018 City Council Regular Meeting; and

WHEREAS, a duly noticed public hearing was continued by the City Council on May 9, 2018 and where public testimony was received;

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

ATTACHMENT A

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

SECTION 1. RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. IN-LIEU PARKLAND FEE. That the in-lieu parkland fee amount shall be \$2,500.00 per residential unit; for all residential units including for-sale units and apartment units.

SECTION 3. ANNUAL INCREASE OF THE IN-LIEU PARKLAND FEE. That the annual increase of the in-lieu parkland fee be based upon the Consumer Price Index – Los Angeles, Consumer Price Index for All Urban Consumers (CPI-U), which is currently at 3.8% OR at a rate or fixed amount as determined by Montebello City Council.

SECTION 4. COLLECTION OF THE IN-LIEU PARKLAND FEE. That the collection of in-lieu fee be at time of Planning Division application submittal.

SECTION 5. EFFECTIVE DATE OF IN-LIEU PARKLAND FEE. That the effective date of 45 days after the adoption date of this Resolution

SECTION 6. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 7. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

ATTACHMENT A

SECTION 8. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 9th day of May, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

ATTACHMENT B

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: The establishment of an in-lieu parkland fee for the acquisition and/or improvement of parks.

DATE: April 25, 2018

RECOMMENDATION

It is recommended that the City Council 1) adopt a Resolution establishing an In-Lieu Parkland Fee for the acquisition and/or improvement of parks at a flat rate of \$2,500.00 per unit for new development; 2) authorize staff to conduct a Development Impact Fee(s) study.

BACKGROUND

On April 11, 2018, the City Council opened the public hearing, took testimony, and continued the public hearing to the next City Council Regular Meeting with direction to staff to provide data showing what fees are being charged in adjacent cities.

ANALYSIS

Collecting in-lieu parkland fee is a fee that the City can collect today without the need for a study because the fee is specific to required/needed park lands for new developments only. If approved, this will allow the City to begin collecting the fee whether or not the City implements any future development impact fee(s). The comparison table shows the rates being charged by adjacent cities. Excluding the highest (\$25,000) and the lowest (\$2,000), the average rate is \$5,760 for Quimby Act Fee/Parkland Fee. In order to simplify the fee, staff is recommending a flat fee to be established in the amount of \$2,500 per unit for new developments.

The In-Lieu Parkland Fee fund collected can be used for developing new parks and/or improve existing parks. The funds cannot be used for personnel or grant fund matching.

The in-lieu parkland fees could be wrapped into and included in the event the City decides to pursue Development Impact Fee(s) like some of the adjacent cities have done. The comparison table shows impact fees that include Quimby Act Fee and/or Parkland Fee along with the other development impact fees.

DEVELOPMENT IMPACT FEE(S)

Some Cities have incorporated the Quimby Act fee and Parkland Fee into their Development Impact Fees to help off-set the impacts of development to city services. However a study was conducted to establish the impacts and the appropriate fee. The City of Montebello has not conducted such study and as such is not ready to recommend any other development impacts or development impact fees.

Why should Montebello consider Development Impact Fee(s)?

New development generates impacts on existing public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate growth. Impact fees are necessary for the City to more fully pay for the public costs of new growth and development, especially when revenues are not keeping pace with the cost and demand for services. Developers should pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest. The Mitigation Fee Act (Government Code SS 66000, ef seg.) enables and encourages the City to enact appropriate development impact fees which bear a reasonable relationship between the proposed use and the type of project on which a fee is imposed. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development.

Once the decision has been made to pursue Development Impact Fee(s), the estimated time would be six months to one year. This would allow time to prepare the request for proposal (RFP), prepare the study that will make the recommended reasonable relation between impacts and fees, and bring before the City Council recommended Development Impact Fee(s). The City Council at that time will evaluate whether to merge or segregate fees

ENVIRONMENTAL

The proposed is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

No increase to the General Funds. In-Lieu Parkland Fee will be held in a separate account to improve parks within the City.

The Development Impact Fee(s) Study will have some upfront cost that could be recovered should actual Development Impact Fee(s) be implemented.

ATTACHMENTS

- Draft Resolution
- Comparison Table
- April 11, 2018 Council Report

<u>COMPARISON TABLE</u>			
City Name	Quimby Fee	Parkland Fee	Impact Fee
	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(ASSUME A 1,000 SQUARE FOOT DWELLING UNIT)	(THAT INCLUDES QUIMBY ACT FEE/PARKLAND FEE ALONG WITH OTHER IMPACT FEES)
Montebello	No Fee established	No Fee established	No Fee established
LA County - South Whittier/East La Mirada	Included in the Parkland Fee	\$6,110 per unit	NA
LA County - East LA	Included in the Parkland Fee	\$5,410 per unit	NA
El Monte	\$5,520 per unit	NA	NA
South El Monte	\$25,000 per unit	NA	NA
Monterey Park	Included in the Impact Fee	Included in the Impact Fee	\$8,671 Per Unit \$7,927 Per Unit
Downey			
Pico Rivera	Included in the Impact Fee	Included in the Impact Fee	Residential - 0.5% of building valuation Commercial - 1.0% of building valuation
Whittier			
La Habra	Included in the Parkland Fee	Formula Based - Negotiated Through Development Agreement (Fee = Acres X Price Per Acre)	NA
La Mirada	\$0	\$0	\$0
Alhambra	Tax is collected instead (\$2,000)	NA	\$2,000 Tax Per Unit
Rosemead	Included in the Impact Fee	Included in the Impact Fee	\$6,500 for SFR \$5,197 for MFR - Per Unit

ATTACHMENT C

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: The establishment of a Quimby Act Fee and Parkland Fee to allow the City to collect in-lieu fees for developments.

DATE: April 11, 2018

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt a Resolution establishing the Quimby Act Fee and Parkland Fee.

BACKGROUND

The City previously adopted Section 16.32.070 – Reservation of land as a part of Title 16 – Subdivisions, stating “For any subdivision, a requirement may be imposed that areas of real property be reserved for parks, recreational facilities, fire stations, libraries or other public use. When such a requirement is imposed, the provisions of Section 66479 et seq. of the Act shall apply.” However, the City did not take action on imposing an in-lieu fee.

The California Government Code Section 66477, the Quimby Act, and section 66000 authorizes the legislative body of the City to allow the payment of park fees for new parks or improvements to existing parks. These new fees will ensure a fair fee assessment per development type while also reflecting the current cost of parkland acquisition and construction for:

- Single Family Residences;
- Multi-family Residences (Owner Occupied);
- Apartments (Renters)

QUIMBY ACT OF 1975

The municipal responsibility to set aside parkland and open space for its residents is burdened by future development, and therefore Cities have been authorized since the passage of the 1975 Quimby Act to pass ordinances that require developers to set

aside land, donate conservation easements, or pay fees for park acquisition or improvements to existing parklands.

AB 1600 OF 1987

This bill allowed for the collection of development impact fees to defray all or a portion of the cost of public facilities related to new development projects. Since apartment developments do not require a subdivision, new fees for apartments are not secured by Quimby; however, apartments do place additional burdens on the City's public open space. The City has a General Plan goal of 4.26 acres of park space per 1,000 people; therefore, apartments by law may be assessed a fair and proportionate park fee through AB 1600. The fee and methodology is established through a Resolution.

CITY OF MONTEBELLO PARK FEES

While the City has adopted the requirement for land to be reserved for parks, the City has not approved in-lieu park fees, which will create a funding source for new parks and improvements to existing parks. Improvements include all capital improvements such as facility upgrades, new facilities, rehabilitate fields, rehabilitate parking areas, increase lighting, etc.

ANALYSIS

OBJECTIVES OF A PARK FEE PROGRAM

The fee program is intended to account for all types of new residential development, including apartments. The residential developments subject to in-lieu park fee.

Residential Projects subject To Park Impact Fees	Residential Projects exempt from Park Impact Fees
New common-interest condominium	Conversion of apartments to condominiums without changing the unit count.
New single-family "detached" subdivisions	Granny units and accessory apartments
New townhouse "attached" subdivisions	Single-family home remodels or additions
New condominiums in mixed-use developments	Multi-family remodels or additions
New condo conversions increasing units	
New apartments	

ELIGIBLE EXPENDITURES FOR THE PARK FEE

All park fees for all types of residential development will meet the same Quimby Act requirement as to the eligible expenditures of park fee funds.

1. Developing new neighborhood or community parks

- a. Acquire property
- b. Improve property
- c. Construct park facilities

2. Rehabilitating existing neighborhood or community parks

- a. All Capital Improvements which include the following:
 - i. Improve existing parks
 - ii. Improve existing facilities – Upgrade buildings, upgrade parking area, upgrade lighting, upgrade landscaping
 - iii. New facilities within an existing park - Gym, basketball court, baseball fields, swimming pool, etc.
 - iv. Improve all roadway systems, including bike and pedestrian pathways
 - v. Improve park equipment

The funds cannot be used for personnel or grant fund matching.

NEW METHODOLOGY TO BE ADOPTED

State law requires that new parkland fee be adopted and that the fee schedule be set pursuant to Council conducting a public hearing and approving a Resolution. A general methodology for calculating park fees is described in the Quimby Act, but AB 1600 also allows Cities to adopt their own methodology granted that; the purpose and use of the fee is identified, there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed, there is a reasonable relationship between the need of the public facility and the type of development project on which the fee is imposed, the fee is proportionate to the cost of the associated use.

DEDEICATION OR FEE CALCULATION

Dedication Of Land Formula

$\frac{3.2}{1}$	Average Household Unit	÷	$\frac{1,000}{4.0}$	Population Park Acreage	=	0.0128	Min. acreage dedication per unit
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Example: 22 new residential units
 $(22) * (0.0128) = 0.2816$ acres new parkland

Park Fee Methodology Formula

Cost per Acre = \$14,737,419 (Total Cost) / 12.93 (Ares) = \$1,139,784.92 per Acre*

*Based upon the 1993 Master Parks Plan for Capital Improvements for the City Park

$\frac{\$1,139,784.92}{1}$	Cost Acre	$\frac{4.0}{1,000}$	Acres People	$\frac{3.2}{1}$	People Unit	\$14,589.25 per unit*
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*For an average dwelling unit (1,200 square feet), the cost is \$12.15 per square foot

Example: 22 new apartment units
 $(\$14,589.25) * 22 \text{ (units)} = \$320,963.50$

ENVIRONMENTAL

The proposed Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

FISCAL IMPACT

No increase in General Funds

The dedication of park land or collection of in-lieu fees will further assist in improving the quality of life without expending monies from the General Fund

ATTACHMENTS

- Draft Resolution



Los Angeles/Ventura Chapter

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April 25, 2018

Mayor Vanessa Delgado
Mayor Pro Tem Jack Hadjinian
Councilmember Art Barajas
Councilmember William M. Molinari
Councilmember Vivian Romero
City of Montebello
1600 W Beverly Blvd.
Montebello, CA 90640

Re: Comments on Quimby Fee and In-Lieu Parkland Fee Resolution

Dear Mayor Delgado,

The Los Angeles/Ventura Chapter of the Building Industry Association of Southern California, Inc. (BIA), is a non-profit trade association of nearly 1,200 companies employing over 100,000 people affiliated with building and development. On behalf of our membership, we would like to propose our suggested comments related to the City's decision to prepare a resolution that will establish a Quimby Act Fee and an in-lieu parkland fee for the acquisition and/or improvement of parks.

BIA supports parks, and has worked with several cities to develop policies related to park enhancement and green space. However, upon review of the City's proposed Quimby Fee and In-Lieu Parkland Fee Resolution there are some troubling portions that we would like the City Council to reconsider. Below are our recommendations:

1) RECOMMENDATION: Enact a phase-in process

Currently, the resolution states that this fee will be effective immediately. This provides no time for builders and developers to prepare for this policy change, and was not previously taken into account during their planning and budget process. The new fee should not become effective until 120 days after adoption. After the effective date the fee should be phased-in over one year at \$1,250 and then rise to \$2,500 one year after the effective date. Allowing an adequate phase-in of fees allows developers to absorb



Los Angeles/Ventura Chapter

the new costs and ensures that prices will adjust naturally and incrementally over time.

2) **RECOMMENDATION:** Collect this fee at Certificate of Occupancy

The most appropriate time for these fees to be collected is once a builder or developer has received their Certificate of Occupancy, upon project completion. The Quimby Fee is an impact fee, and there is no impact until after a builder receives a Certificate of Occupancy and someone moves into the project. Additionally, the collection of fees (long before the builder has filled the property), means that the builder is carrying the interest of money borrowed in order to pay the fee and other development costs before they have had a chance to recover them. Development is a capital-intensive, high-risk industry, and carrying too much interest—among many other triple-digit expenses— puts up artificial barriers in the housing process.

3) **RECOMMENDATION:** Apply a Grandfather Clause to projects having submitted applications

Also concerning, is the language related to the need for an active project to have already filed and recorded their subdivision map, for their project to be exempted before the enactment of this resolution. Current “pipeline” projects have been started without knowledge of the Quimby Act Fee and the parkland in-lieu fee. Many builders and developers, who have already begun the project permitting process, may not have reached this point in the planning process and have not anticipated this unforeseen fee. This can be avoided by adding a grandfather clause for applications having been accepted by the City prior to the effective date.

These items, left unrefined will worsen the housing market and have a negative impact on the affordability crisis facing those looking to rent and buy. Unpredictable government fees are one of the most significant challenges to building new housing, as it can drive home costs beyond the reach of the typical household. Builders and developers need certainty and the ability to prepare for policies that will impact their projects. The City shouldn’t have to choose between parks and housing—we can have both—only if the right steps are taken. Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

Tim Piasky
Chapter Executive Officer
BIA-Los Angeles/Ventura

CC: Matthew Feske, Planning Manager

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting Executive Director

BY: Tom Barrio, Transportation Director

SUBJECT: Extension of the term of the Contract for Metrolink Station Security Services; First Amendment to Agreement No. 2836 with U.S. Security Associates, Inc.

DATE: May 9, 2018

RECOMMENDATION

It is recommended that the City Council approve the First Amendment to Agreement No. 2836 ("Agreement") with U.S. Security Associates Inc. ("Security Associates"), to extend the term of the Agreement for security services at the Montebello / Commerce Metrolink Station / Transit Center ("Station").

DISCUSSION

The Station is located at 2000 W. Flotilla Street, in the City of Montebello, and has been operating since September 1997. The Station consists of a park-and-ride lot with a capacity of approximately 300 vehicles, two platforms for the loading and unloading of passengers, a plaza area with fountain, ticket vending machines, and other features. The Station has the capacity to handle 8 to 10 buses at any one time, and is use by Montebello Bus Lines and L.A. Metro. The Station is open 24 hours a day, seven days per week.

In 2012/2013, the Station underwent a revitalization project that included walkways, seating, landscaping, painting, and other minor facility repairs, as well as, efficient lighting upgrades and a video surveillance system that improved safety. These upgrades were funded with EMA funds.

To complement these safety improvements, on March 13, 2013, the City entered into a 3-year contract, with two optional 1-year extensions, with Security Associates to provide armed security guard services at the Station. The contract (Agreement No. 2836) was awarded after the City issued a public Request for Proposals for said services, and Security Services was selected as the highest-scoring proposal based on their pricing and scope of services offered.

City staff and the Transportation Department have been extremely satisfied with the services provided by Security Associates, and therefore recommend that the City Council approve an extension of the Agreement, in accordance with the First Amendment that is attached to this report.

The First Amendment provides for a 2-year term, with three optional 1-year extensions. The scope of services and the cost will be the same as under the original Agreement: the City will pay \$150,618 per year, plus a five percent “contingency fee” per year (totaling \$7,530.90) to fund emergency response or crime deterrent services. Given the quality of services offered and the reasonable pricing, staff recommends that the City Council approve the First Amendment as attached.

SUMMARY

The City Council will consider extending the term of its agreement with U.S. Security Associates Inc. to provide armed security guards at the Montebello / Commerce Metrolink Station / Transit Center. The proposed extension is for 2 years, with three optional 1-year extensions, at a cost of \$158,148.90 per year.

FISCAL IMPACTS

The cost of the First Amendment is \$158,148.90 per year. These costs were approved as part of the Fiscal Year 2017-2018 budget.

ATTACHMENTS

1 – First Amendment

**FIRST AMENDMENT TO CITY OF MONTEBELLO CONTRACT AGREEMENT NO.
2836 FOR MONTEBELLO/COMMERCE METROLINK SECURITY SERVICES**

This First Amendment to the Contract Agreement No. 2836 for the Montebello/Commerce Metrolink Security Services (“**First Amendment**”) is made and entered into as of ____ day of _____, 2018, by and among the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California, (“**Agency**”) and U.S. Security Associates, Inc., a corporation duly organized and existing under the law of the State of California, (“**Contractor**”). Agency and Contractor are sometimes hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, Agency and Contractor are parties to that certain Contract Agreement No. 2836 for Montebello/Commerce Metrolink Security Services, dated on or about April 18, 2013 (“Agreement”), pursuant to which Agency contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, Article XXI, “Entire Agreement; No Waiver” of the Agreement allows for amendments to the Agreement by a writing executed by the parties; and

WHEREAS, the Parties each being mutually satisfied with the other’s performance thereof, desire to extend the term of the Agreement for an additional two (2) years and maintain three (3) additional one (1) year optional renewals on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: EXTENSION OF TERM. The term of the Agreement, as defined in Article III “Compensation; Term,” is hereby extended by two (2) years, plus three (3) additional one (1) year optional renewal terms, each of which may be exercised by the mutual written consent of the Parties; provided that the term may be earlier terminated by the Parties as described in the Agreement.

SECTION 2: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this First Amendment with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Contract Agreement No. 2836 for Montebello/Commerce Metrolink Security Services as of the day and year first above written.

CITY OF MONTEBELLO

"CONTRACTOR"

U.S. Security Services, Inc., a California
corporation

By: _____
Andrew G. Pasmant, Acting City Manager

By: _____

Date: _____

Date: _____

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold-Alvarez Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Adopt a Resolution for the Low Carbon Transit Operations Program

DATE: May 9, 2018

RECOMMENDATION

That the City Council, 1) adopt a resolution certifying the City's agreement to comply with all conditions and requirements of California's Low Carbon Transit Operations Program, and 2) approve an appropriation in the Transportation Department's Budget for Fiscal Year 2017-2018 for use of allocated LCTOP funding to Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express.

BACKGROUND

The City of Montebello ("City") is an eligible funding recipient from the Low Carbon Transit Operations Program ("LCTOP") provided by the California Department of Transportation, Division of Rail and Mass Transportation. The LCTOP is funded by the State of California with the goal of reducing greenhouse gas emissions and achieving other benefits. The program is funded by auction proceeds generated from the California Air Resource Board's Cap-and-Trade Program, and with proceeds deposited into the Greenhouse Gas Reduction Fund.

The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018. Allocated funds are eligible for use in the Transportation Department's Budget for Fiscal Year 2017-2018. The State will appropriate future funds annually.

Projects that may be funded with LCTOP funds are as follows:

- a. Expenditures supporting new or expanded bus or rail services, including operations expenses.
- b. Expanded intermodal transit facilities.
- c. Other costs to operate services and facilities.

LCTOP key requirements are as follows:

- a. Must directly enhance or expand transit service to increase mode share.
- b. Shall demonstrate that it will achieve a reduction in greenhouse gas emissions.
- c. Maximize benefits to disadvantaged communities.

In FY 2017-2018, staff recommends that the City's allocation of LCTOP funds be used to fund Montebello Bus Lines' Route 70 New Cutaway Bus (modified vehicle) for the Limited Stops Express. The funding will be used to purchase a cutaway bus to service the expansion of route 70. This project meets all of the requirements set forth in the LCTOP guidelines.

FISCAL IMPACT

\$168,300 of LCTOP funds will be added to the Transportation Department's FY 2017-18 operating budget for use exclusively for the Montebello Bus Lines' Route 70 New Cutaway Bus. There is no impact on the General Fund.

SUMMARY

The City of Montebello is an eligible fund recipient for Low Carbon Transit Operations Program (LCTOP) funds allocated by the California Department of Transportation, Division of Rail and Mass Transportation. The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018, and staff requests such funding be allocated to fund the Montebello Bus Lines' Route 70 New Cutaway Bus. The City Council will consider adopting a resolution agreeing to comply with all conditions and requirements of the LCTOP, and authorize the Acting City Manager to take certain actions with respect to the receipt and use of the City's FY 2017-2018 funding allocation.

ATTACHMENT

Resolution
Low Carbon Transit Operations Program Request

RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AGREEING
TO COMPLY WITH THE TERMS AND CONDITIONS OF CALIFORNIA'S LOW
CARBON TRANSIT OPERATIONS PROGRAM, AND APPROVING ALLOCATION OF
THE CITY'S PROGRAM FUNDING FOR FISCAL YEAR 2017-18**

WHEREAS, the City of Montebello is an eligible recipient of funding from the California Low Carbon Transit Operations Program (LCTOP), and the City's LCTOP funding allocation for Fiscal Year 2017-2018 is \$168,300; and

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

WHEREAS, the Department of Transportation (Department) is the statutorily designated administrative agency for the LCTOP;

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

WHEREAS, in accordance with applicable law and the Department's guidelines, the City Council of the City of Montebello desires to take the necessary and appropriate actions to receive and expend LCTOP funding.

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

SECTION 1. That the City of Montebello, as the recipient of funding from the LCTOP, hereby agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

SECTION 2. That the Acting City Manager, or his authorized designee, is hereby authorized and directed to take, for and on behalf of the City, any actions necessary for the purpose of obtaining LCTOP funds provided by the California Department of Transportation, Division of Rail and Mass Transportation.

SECTION 3. That the City Council hereby authorizes the submittal of the Montebello Bus Lines Route 70 New Cutaway Bus for the Limited Stops Express (Project) to Caltrans for consideration for LCTOP funding, and requests LCTOP funding be allocated to the City for Fiscal Year 2017-2018 in the amount of \$168,300 for the Project.

SECTION 4. That the City Council hereby authorizes the appropriation of LCTOP funds in the amount of \$168,300 for the Montebello Bus Lines Route 70 New Cutaway Bus for the Limited Stops Express Project in the Transportation Department's budget for Fiscal Year 2017-2018.

APPROVED AND ADOPTED THIS 9th DAY OF MAY, 2018.

CITY OF MONTEBELLO

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 18- was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 9th day of May, 2018, as approved by law by the following vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of May, 2018.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Memorandum of Understanding With Southern California Association of Governments, County Transportation Commissions And Municipal Transit Operators For The Large Urbanized Area Formula Grant Program

DATE: May 9, 2018

RECOMMENDATION:

It is recommended that the City Council approve the attached Memorandum of Understanding ("MOU") with Southern California Association of Governments ("SCAG"), County Transportation Commissions and Municipal Transit Operators for the Large Urbanized Area Formula Grant Program (the "Program"), and authorize the Acting City Manager to execute the MOU.

BACKGROUND:

SCAG) is a joint powers agency, and is the Metropolitan Planning Organization ("MPO") for the region. Accordingly, SCAG is responsible for developing Regional Transportation Plans and Regional Transportation Improvement Programs and corresponding Federal and State regulations and guidance. SCAG is the designated recipient of Federal Transit Administration (FTA) large urbanized area formula grants (hereinafter referred to as "5307 Program Funds") for the following large urbanized areas (UZAs) with populations of 200,000 or more, in the SCAG region: Los Angeles-Long Beach-Santa Ana, Riverside-San Bernardino, Indio-Cathedral City-Palm Springs, Lancaster-Palmdale, and Temecula-Murrieta.

The County Transportation Commissions ("CTCs") are responsible for developing the short-range Transportation Improvement Program (TIP) in coordination with SCAG and the municipal transit operators in Los Angeles County, and for submitting their TIPs to SCAG for recommended inclusion in the Regional Transportation Improvement Program ("RTIP").

Applicants for 5307 Program Funds include the following transit operators in the region: Orange County Transportation Authority (OCTA), Los Angeles County Metropolitan Transportation Authority (Metro), Omnitrans, Antelope Valley Transit, City of Arcadia, City of Claremont, City of Commerce, City of Culver City, Long Beach Public Transportation Corporation, City of La Mirada, City of Los Angeles Department of Transportation, City of Santa Monica, City of Santa Clarita, Foothill Transportation Zone, Gardena Municipal Bus Lines, **City of Montebello**, City of Norwalk, City of Torrance, Redondo Beach Wave, Riverside Transit Agency, SunLine Transit Agency, City of Corona, and City of Riverside, and the Southern California Regional Rail Authority (hereinafter referred to as “Applicants”).

OCTA, Metro, San Bernardino Associated Governments (“SANBAG”), and Riverside County Transportation Commission (“RCTC”), are responsible for allocating 5307 Program Funds, including identifying and programming projects in their short-range TIPs submitted to SCAG and recommended for inclusion in the RTIP, to meet the federal transit enhancement requirements for large UZAs in their respective planning boundaries, and in accordance with the transportation improvement programming process and applicable Federal and State regulations and guidance.

SCAG intends to enter into a Memorandum of Understanding (“MOU”) with each applicant for 5307 Program Funds, SANBAG, and RCTC, in order to clarify the roles and responsibilities of all parties with regard to implementation of the 5307 Program.

Adopting the MOU will allow the City to obtain access to 5307 Program Funds to defer the cost of qualifying activities.

FISCAL IMPACTS

There is no adverse impact on the General Fund.

SUMMARY:

Staff recommends that the City Council approve the MOU and authorize the Acting City Manager execute it on the City’s behalf, thereby entering into a Memorandum of Understanding among the SCAG, CTCs and Municipal Transit Operators for the Large Urbanized Area Formula Grant Program.

ATTACHMENTS

SCAG MOU

**MEMORANDUM OF UNDERSTANDING
AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, THE LOS
ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AND LOS
ANGELES COUNTY TRANSIT OPERATORS**

This Memorandum of Understanding (MOU), is entered into and effective this 9th day of May, 2018, among the Southern California Association of Governments (SCAG), the Los Angeles Metropolitan Transportation Authority (Metro), and Los Angeles County Transit Operators, to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning and programming processes, in accordance with 23 CFR 450.314. The undersigned Los Angeles County Transit Operators include the transit operators and paratransit operator operating in Los Angeles County, and are collectively referred to herein as the “Transit Operators.” SCAG, Metro, and Transit Operators are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency formed pursuant to Section 6502 of the California Government Code;

WHEREAS, SCAG is the designated Metropolitan Planning Organization (MPO) for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura, pursuant to Title 23, United States Code Section 134(d);

WHEREAS, SCAG is responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which involves preparation, adoption and update of a Regional Transportation Plan (RTP) pursuant to Title 23, United States Code Section 134 *et seq.*, Title 49, United States Code Section 5303 *et seq.*, and Title 23, Code of Federal Regulations (CFR) Section 450 *et seq.*;

WHEREAS, SCAG is the multicounty designated transportation planning agency pursuant to Public Utilities Code Section 130004 and California Government Code Section 29532, and is responsible for preparation, adoption and update of the RTP every four years pursuant to California Government Code Section 65080 *et seq.*;

WHEREAS, pursuant to Senate Bill (SB) 375 (Steinberg, 2008) as codified in Government Code Section 65080(b) *et seq.*, SCAG is also required to prepare a Sustainable Communities Strategy (SCS) for incorporation into the RTP that demonstrates how the region will meet its greenhouse gas (GHG) reduction targets as set forth by the California Air Resources Board (ARB);

WHEREAS, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) sets forth the long-range regional plans and strategies for transportation improvements and regional growth throughout the SCAG region;

WHEREAS, the RTP/SCS consists of a financially constrained plan and strategic plan. The constrained plan includes projects that have committed, available or reasonably available revenue sources, and are thus probable for implementation. The strategic plan is for information purposes only and identifies potential projects that require additional study, consensus building, and identification of funding sources before making the decision as to whether to include these projects in a future RTP/SCS constrained plan;

WHEREAS, SCAG is further responsible for preparing and adopting the Federal Transportation Improvement Program (FTIP) (known as the regional transportation improvement program under state law) every two years pursuant to Government Code Sections 14527 and 65082, and Public Utilities Code Section 130301 et seq.;

WHEREAS, in non-attainment and maintenance areas for transportation-related criteria pollutants, the MPO, as well as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), must make a conformity determination on any updated or amended RTP in accordance with the federal Clean Air Act to ensure that federally supported highway and transit project activities conform to the purpose of the State Implementation Plan (SIP);

WHEREAS, pursuant to Government Code Section 65080(b)(2)(F) and federal public participation requirements including 23 CFR Section 450.316(b)(1)(iv), SCAG must prepare the RTP/SCS by providing adequate public notice of public involvement activities and time for public review. The SCAG Public Participation Plan serves as a guide for SCAG's public involvement process, including the public involvement process to be used for the RTP/SCS and an enhanced outreach program that incorporates the public participation requirements under SB 375 and adds strategies to better serve the underrepresented segments of the region;

WHEREAS, in 2007, to coordinate metropolitan transportation planning in accordance with federal law, SCAG entered into Memoranda of Understanding with providers of public transportation in the region, including County Transportation Commissions (CTCs) and Transit Operators (referred to herein as "2007 MOUs");

WHEREAS, SCAG now seeks to update and enter into a new Memoranda of Understanding to supersede and replace the 2007 MOU. This MOU reflects the most recent metropolitan transportation planning regulations as set forth under 23 CFR Section 450.314, which requires SCAG, the State and providers of public transportation to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, including specific provisions for the development of financial plans that support the RTP and FTIP and development of the annual listing of obligated projects;

WHEREAS, SCAG has entered into a separate Memorandum of Understanding with the State of California Department of Transportation, updated and effective July 7, 2017, in accordance with 23 CFR Regulations Section 450.314;

WHEREAS, Metro is a County Transportation Commission created pursuant to Public Utilities Code Section 130050 and is charged pursuant thereto for approval of all projects in Los Angeles County utilizing federal and state highway and transit funds and is responsible for transportation programming and long and short range transportation planning in Los Angeles County;

WHEREAS, Metro is the regional transit operator for Los Angeles County, created pursuant to Public Utilities Code section 130050; and the undersigned Transit Operators set forth in Exhibit "A," provide transit service within Los Angeles County; and

WHEREAS, the Parties desire to utilize this MOU to specify cooperative procedures for carrying out the metropolitan transportation planning process as required by 23 CFR 450.314 and any successors thereto, and as may be subject to any final rulemaking.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR THEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 SCAG's Role:** SCAG is the agency with the overall responsibility for continuous, comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with applicable federal and state laws these responsibilities primarily include but are not limited to preparation and adoption of the RTP/SCS and FTIP.
- 1.2 Metro's County Transportation Commission Role:** Metro is responsible for continuous, comprehensive and coordinated transportation planning and project implementation within Los Angeles County. These responsibilities include but are not limited to the development and adoption of the Long Range Transportation Plan (LRTP) and County Transportation Improvement Program (TIP) for Los Angeles County, development of corridor and sub-regional studies, and for allocating transit funds to Los Angeles County transit operators. Metro will coordinate with Transit Operators in meeting its countywide transportation planning responsibilities. Metro is also responsible for ensuring that the transit projects, plans and programs identified in Metro's LRTP and County TIPs for Los Angeles County are recommended to SCAG for inclusion in the RTP/SCS, FTIP, and regional transportation studies.
- 1.3 Transit Operators' Role:** Transit Operators are responsible for coordinating with Metro regarding their capital and operating needs and submittal of projects for inclusion into the LRTP and TIP for Los Angeles County.
- 1.4 Certification and Assurances:** In carrying out their respective responsibilities under

this MOU, each Party shall comply with the requirements and any successors thereto, referenced in SCAG's annual Certifications and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's Overall Work Program, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21 and related federal guidelines including but not limited to FTA Circular 4702.1;
- b. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- c. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- d. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- e. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- f. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- h. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

1.5 Coordination Process: SCAG shall engage in a consultative process with Metro and Transit Operators in accordance with applicable federal and state laws and regulations, and successors thereto, pertaining to the roles and responsibilities of the Parties in metropolitan transportation planning.

- a. SCAG shall provide timely notice of the opportunity to comment on its Draft RTP and Draft FTIP to the Parties and the opportunity to participate in Overall Work Program development.
- b. SCAG shall continue maintaining the Regional Transit Technical Advisory Committee or a successor group, to provide a forum for Metro, other CTCs, and Transit Operators, to participate in the metropolitan transportation planning process.
- c. Metro agrees to participate in SCAG's Technical Working Group or any successor group established to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the RTP/SCS and FTIP updates.
- d. The Executive Officers of SCAG and the CTCs shall continue to meet regularly to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.
- e. Metro and Transit Operators, with the exception of Access Services Inc., will participate in the Bus Operations Subcommittee of the Metro Technical Advisory Committee or any successor group as a forum for ensuring that Transit Operators'

plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.

- f. Access Services Incorporated (ASI), the Consolidated Transportation Services Agency for Los Angeles County and the administrator of the Los Angeles County Coordinated Paratransit Plan, shall participate in the Local Transit Service Subcommittee of the Metro Technical Advisory Committee or any successor group as a forum for ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
- g. Metro and Transit Operator general managers shall participate in the General Manager's Group or any successor group as a forum for executive coordination, ensuring that Transit Operators' plans, programs, studies, and other issues are integrated into the county and regional transportation planning process.
- h. Metro shall provide Transit Operators the opportunity to include projects in the LRTP and TIP for Los Angeles County. Projects and programs adopted by the Metro Board in the Los Angeles County LRTP and TIP shall be submitted to SCAG and recommended for inclusion in the RTP/SCS and FTIP, respectively.
- i. The Parties shall cooperatively develop an annual listing of projects for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.334.
- j. The Parties shall cooperatively develop estimates of funds that will be available to support RTP/SCS implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP/SCS and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11).
- k. The Parties agree to collaborate to implement federal performance reporting and performance-based planning provisions in accordance with 23 CFR 450.306(d)(2)(iii), and subject to applicable final rulemaking. The Parties further agree to coordinate to the maximum extent practicable in the selection of performance targets, and will cooperatively develop and share information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the SCAG region, in accordance with 23 CFR 450.314(h)(1).
- l. To aid in the planning process, Metro and Transit Operators shall make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and the annual condition assessment report required under 49 CFR 625.55, upon request of SCAG and in accordance with the RTP/SCS development schedule, in order to fulfill requirements of 49 CFR 625.53 and any successors thereto.
- m. SCAG shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in the Transit Asset Management Plans and Public Transportation Agency Safety Plans developed by providers of public transportation, in accordance with 23 CFR 450.306(d)(4).
- n. Transit Operators may choose to rely on SCAG's public participation process

associated with the FTIP development to satisfy the requirement for public participation in developing the FTA Section 5307 program of projects (POP). SCAG agrees to incorporate in the FTIP document(s) an explicit statement reflecting that public notice of public involvement activities and time established for public review and comment on the FTIP will satisfy the POP requirements of the Section 5307 Program.

Section 2

General Provisions

- 2.1 Term of Agreement:** This MOU shall be effective as to each Party on the date such Party executes this MOU, and continues in full force until such Party withdraws from this MOU pursuant to Section 2.5 below or this MOU is terminated by SCAG upon thirty (30) days prior written notice. This MOU shall supersede and replace all prior agreements including but not limited to the 2007 MOU between the Parties concerning metropolitan planning agreements required to be developed pursuant to 23 CFR 450.314 and predecessors thereto.
- 2.2 Drafting:** This MOU has been prepared by all Parties and has been reviewed and endorsed by each.
- 2.3 Amendments:** This MOU may be amended only by the execution by all Parties of a written amendment.
- 2.4 Indemnity:** Each of the Parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each Party shall indemnify, defend and hold each of the other Parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying Party (Indemnitor) or its officers, agents employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified Party (Indemnitee).
- 2.5 Withdrawal:** Any Party may withdraw from this MOU upon ninety (90) days written notice to each Party, providing that the notice of withdrawal set forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the Parties during the period prior to the effective date of withdrawal shall meet to try to resolve any dispute. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the Party cures the default in its performance within the ninety day period. SCAG shall notify FTA of the withdrawal from this MOU of any Party.

2.6 Jurisdiction and Venue: This MOU shall be deemed an Agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

2.7 Non-assignment: No Party may assign this MOU, or any part thereof, without the written consent of each Party to this MOU.

2.8 Notice: Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Executive Director
Southern California Association of Governments
900 Wilshire Blvd., Ste. 1700
Los Angeles, California 90017

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952

Los Angeles County Transit Operators (See Exhibit "A")

Each undersigned Party agrees to notify the other Parties of any changes to the address for receipt of Notices.

2.9 Order of Precedence: In the event of a conflict between and among this MOU and Exhibit "A," the order of precedence shall be:

Amendments to the MOU
MOU
Exhibit "A"

2.10 Execution of Agreement or Amendments: This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any Amendment.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

By: _____ Date: _____
Vanessa Delgado, Mayor

Approved as to Form:

_____ Date: _____
Irma Barajas, City Clerk

_____ Date: _____
Arnold Alvarez-Glasman, City Attorney

EXHIBIT A
Los Angeles County Transit Operators

Executive Director Antelope Valley Transit Authority 42210 6th Street West Lancaster, CA 93534	Community Services Director La Mirada Transit 13700 La Mirada Bl. La Mirada, CA 90638
Assistant City Manager Arcadia Transit PO Box 60021 Arcadia, CA 91066	General Manager; Chief of Transit Programs LADOT 100 S. Main St., 10 th Floor Los Angeles, CA 90012
Transit Manager Beach Cities Transit 415 Diamond St. Redondo Beach, CA 90277	President and CEO Long Beach Transit 1963 E. Anaheim St. Long Beach, CA 90813
Director of Community Services Claremont Dial-A-Ride 207 Harvard Ave. Claremont, CA 91711	Director of Transportation Montebello Bus Lines 400 S. Taylor Ave. Montebello, CA 90640
Director of Transportation Commerce Municipal Bus Lines 5555 Jillson St. Commerce, CA 90040	Director of Transportation Norwalk Transit Systems 12650 E. Imperial Hwy. Norwalk, CA 90650
Transportation Director Culver City Bus 4343 Duquesne Av. Culver City, CA 90232	City Manager Santa Clarita Transit 28250 Constellation Rd Santa Clarita, CA 91355
Executive Director Foothill Transit 100 South Vincent Ave. Suite 200 West Covina, CA 91790	Director of Transit Services City of Santa Monica's Big Blue Bus 1660 Seventh Street Santa Monica, CA 90401
Director of Transportation City of Gardena's GTrans 13999 S. Western Ave. Gardena, CA 90249	General Manager Torrance Transit 20500 Madrona Ave. Torrance, CA 90503
	Executive Director Access Services Incorporated 3449 Santa Anita Ave., 2 nd Floor El Monte, CA 91731

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Approve the Service Agreement for Radio System Maintenance

DATE: May 09, 2018

RECOMMENDATION

That the City Council approves the service agreement for maintenance of the Motorola radio system, for the Montebello sites of the ICI Radio System, for one year, in the amount of \$2,613.96 per month, and authorize the Acting City Manager to execute the agreement. The total amount of the one-year contract is \$31,367.52.

BACKGROUND

In the early 2000's, the existing ICI Radio System was designed, built, and installed by Motorola Solutions. In addition, there has been an agreement for the maintenance servicing of their proprietary equipment. This maintenance includes the off-site monitoring of the system, technical support, and dispatch of personnel in the event of a system problem. This maintenance agreement includes all existing radio system sites within the Montebello ICI Radio System. With the upgraded design, building, and installation occurring of the radio system, this maintenance agreement will be replaced at the time that the upgrades are ready to take effect.

ANALYSIS

Due to the sole source condition of the radio system, the service agreement is also a sole source scenario. No alternative bids and/or quotes were available, as Motorola Solutions is the only contractor allowed to provide service to these system components. The alternative to continuing the use of this agreement would leave the radio system used by the City of Montebello without a monitoring capability, as well as, technical support and customer service in the event of a system interruption or emergency. Given the conditions and quote, the determination was made that this service was the most cost-effective and safety conscious scenario.

FISCAL IMPACT

Funding for this agreement was allocated in the FY 2017/18 City Budget, within the Fire Department's Communications Divisions' Maintenance and Operation Budget.

SUMMARY

The City Council will consider approving the service agreement for maintenance of the Motorola radio system, for the Montebello sites of the ICI Radio System, for one-year, in the amount of \$2,613.96 per month, and authorize the Acting City Manager to execute the agreement.

ATTACHMENTS

Draft Service Agreement



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: USC000007423
Contract Modifier: R16

Date: 08/16/2016

Company Name:	Montebello, City Of
Attn:	ACCOUNTS PAYABLE
Billing Address:	1600 W Beverly Blvd
City, State, Zip:	Montebello,CA,90640
Customer Contact:	Dan France
Phone:	(323)887-1200

Required P.O.: Yes
Customer #: 1035321182
Bill to Tag #: 0002
Contract Start Date: 01/01/2018
Contract End Date: 12/31/2018
Anniversary Day: Dec 31th
Payment Cycle: MONTHLY
PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0032C	NETWORK MONITORING-CTD	\$974.45	\$11,693.40
5	SVC271AA	SMARTZONE SYSTEM		
5	SVC275AA	SMARTZONE SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT	\$954.79	\$11,457.48
5	SVC131AA	SMARTZONE SITE		
32	SVC132AA	SMARTZONE STATION		
5	SVC134AA	SMARTZONE OPERATOR POSITION		
1	SVC146AA	SMARTZONE SYSTEM		
1	SVC455AE	DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	\$684.72	\$8,216.64
5	SVC234AB	SMARTZONE SITE		
24	SVC235AB	SMARTZONE STATION		
5	SVC239AB	SMARTZONE OPERATOR POSITION		
1	SVC241AE	DISPATCH CENTER LOCATION		
Subtotal - Recurring Services			\$2,613.96	\$31,367.52
Subtotal - One-Time Event Services			\$.00	\$.00
Total			\$2,613.96	\$31,367.52
Taxes			-	-
Grand Total			\$2,613.96	\$31,367.52
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067			SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066			SCHAUMBU RG	IL

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Due to the age of the system, all Services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.

MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
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I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Brett Seagroatt	615-218-8981	
-----------------	--------------	--

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name: Montebello, City Of
Contract Number: USC000007423
Contract Modifier: R16
Contract Start Date: 01/01/2018
Contract End Date: 12/31/2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Acceptance of Systemic Safety Analysis Report Program (SSARP) Grant Award

DATE: May 9, 2018

RECOMMENDATION

That the City Council approve acceptance of the Systemic Safety Analysis Report Program (SSARP) Grant ("Grant") received from Caltrans, and appropriate the required ten (10%) percent local match from unallocated fund balance in Measure R Funds to facilitate securing \$225,000 in Grant funds.

BACKGROUND

In May 27, 2016, the City applied for the SSARP Grant. Originally, the City was not selected for award. However, due to surplus funding the City was contacted on February 7, 2018, and learned it has been selected to receive a grant of \$250,000, which includes a \$25,000 local match requirement.

The Public Works Department intends to utilize the grant to study 10 high priority intersections throughout the City, including the intersection of Beverly Boulevard and 21st Street. See attached list for all proposed intersections.

ANALYSIS

The SSARP Grant will allow the City to evaluate the selected intersections and use proven countermeasures to improve safety at these intersections, as well as help identify future safety projects to submit for HSIP (Highway Safety Improvement Program) funding consideration. The City will be reimbursed for expenditures as the work progresses.

FISCAL IMPACT

Currently, the City has unallocated fund balance, in Measure R Funds, of approximately \$176,414. Staff is requesting that City Council appropriate \$25,000 from this said amount as the Grant's required ten (10%) local match.

SUMMARY

The City Council will consider acceptance of Systemic Safety Analysis Report Program (SSARP) Grant Award and appropriate \$25,000 from unallocated fund balance in Measure R Funds as the grant required ten (10%) percent match, in order to receive \$225,000 in grant funds.

ATTACHMENTS

Award Letter dated February 7, 2018
Proposed SSARP Intersections
Resolution of Appropriation

DEPARTMENT OF TRANSPORTATION

OFFICE OF LOCAL ASSISTANCE

100 SOUTH MAIN STREET

PHONE (213) 897-3656

FAX (213) 897-2999

www.dot.ca.gov

*Making Conservation
a California Way of Life.*

February 7, 2018

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

Dear Mr. Batson:

Congratulations! The following application you submitted for the Systemic Safety Analysis Report Program (SSARP) has been selected for implementation:

Program	Total Project Cost	SSARP Funds	Local Funds
SSARP	\$250,000	\$225,000	\$25,000

In Phase 1 and 2, 108 applications have been received requesting \$17.6 million of state funds.

To view the complete statewide project listings, please visit the SSARP website at: <http://www.dot.ca.gov/hq/LocalPrograms/HSIP/SSARP.htm>, which also provides documents and instructions related to the next steps (funding allocation request, etc.).

If you have questions, please feel free to contact Dale Benson at (213) 897-29347 or at Dale.Benson@DOT.CA.Gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale", written over a horizontal line.

Fd Steve Novotny
District Local Assistance Engineer

Accident Location	Cross Street		Fatal	Injury	Non-Injury
W. Beverly	21st St.	Vehicle vs Bicycle in crosswalk - Injured	1	2	0
Howard	Lincoln	Vehicle vs Vehicle - ran red light	0	5	0
N. Montebello	Avenida De La Merced	Vehicle vs Motorcycle - Death	1	0	0
Poplar Ave	Eula Drive	Vehicle vs Vehicle-DUI - both parties head on	0	4	0
E Telegraph Rd	5 Fwy of ramp	Traffic collision- failure to yield to oncoming traffic- injury	0	6	0
Washington	4th Street	From PD - ongoing investigation	1	0	0
Washington	5th Street	Vehicle vs Vehicle - Death	1	3	0
Washington	Greenwood	Vehicle vs Pedestrian - Death	1	0	0
Whittier	Bluff Rd	Vehicle vs Bicycle - Death	1	0	0
Wilcox	Via Campo	Vehicle vs Vehicle - unsafe speed	1	3	4
TOTAL			7	23	4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR SYSTEMIC SAFETY
ANALYSIS REPORT PROGRAM GRANT PROJECT**

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

SECTION 1. That the Finance Director is hereby authorized to make the following appropriation:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
220-99-7116	\$25,000.00	220-99-7116	\$25,000.00
(Measure R Funds)			

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 9th day of May, 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant. Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: City of Montebello Water System Repairs/Upgrades Report

DATE: May 9, 2018

RECOMMENDATION

That the City Council approves:

1. the emergency expenditures of \$41,600 to replace the existing water meter located at 7709 Telegraph Road under the existing Maintenance and Operations Agreement with San Gabriel Valley Water (Agreement No. 2883) and
- 2a) authorize staff to initiate a Prop 218 Process to consider adjusting the existing water rates, to include funding for infrastructure improvements (including the \$1,595,000 in identified emergency repairs and other capital improvements) through a rate adjustment or
- 2b) authorized staff to initiate a Prop 218 Process to consider a surcharge, with a sunset clause, to fund the \$1,595,000 in identified emergency repairs.

BACKGROUND/ANALYSIS

In March 2017, the City authorized San Gabriel Valley Water to hire Harper and Associates Engineering, Inc., to perform an inspection of the City's Water System in response to the State Water Resources Control Board, Division of Drinking Water requirement that the City complete such an inspection.

On November 1, 2017, the City received the attached letter from San Gabriel Valley Water (dated October 30, 2017) detailing the various repairs/upgrades required to the City's northern and southern Water Systems. The City also received five (5) reports from Harper & Associates Engineering documenting their findings and recommendations. These reports are available in the City Clerk's Office.

On November 2, 2017, staff shared with City Council the letter received by San Gabriel Valley Water and the inspection findings.

As stated in the letter and reports, the total estimated cost for performing the necessary repairs/upgrades is \$1,595,000, as follows:

1) Hillside Reservoir Improvements	
a. Computer Control Board System Upgrade	\$ 30,000
b. Hillside Reservoir Improvements	\$ <u>720,000</u>
Total	\$ 750,000
2) Town Center Reservoir Improvements	\$ 40,000
3) Gage Reservoir Improvements	
a. Computer Control System Upgrade	\$ 30,000
b. Gage Reservoir Improvements	\$ <u>450,000</u>
Total	\$ 485,000
Total of Items 1, 2 and 3	\$1,275,000
Contingency and Overhead	\$ <u>320,000</u>
Estimated Project Total	\$1,595,000

On March 28, 2018, the City Council received a presentation from San Gabriel Valley Water and City staff on the above stated studies and recommendations for repairs and funding of the proposed repairs.

At the meeting, the City Council approved utilizing \$263,000 of \$360,000 available in FY 2017/18 Water Fund Budget - Maintenance & Operation Account to complete the following emergency repairs:

1) Hillside Back-up Generator.....	\$238,000
2) Gage Booster Station Variable Speed Drive.....	\$ <u>25,000</u>
TOTAL.....	\$263,000

At the meeting, the City Council requested that staff return at a future meeting with a rate comparison of the City's Water Fund to other water systems in the City.

Staff is also asking for City Council approval to proceed with \$41,600 of estimated emergency repairs to replace a 6-inch meter that serves the Quality Inn (located at 7709 Telegraph Road). This work can be completed by San Gabriel Valley Water under Agreement No. 2883 (Maintenance & Operations of the City Water System). Said repairs can be funded by the Water Fund Maintenance & Operations Budget.

At this time, the City Council needs to provide direction to staff as to whether it will prefer that staff conduct a Prop 218 Process to adjust the existing water rates to incorporate funding of \$1,595,000 in emergency infrastructure repairs to the City's Water System. At a future meeting, the City Council will need to consider alternatives for funding the estimated \$46,900,000 in capital improvement repairs identified in the 2016 Water Rate Study.

Table 1 – Schedule of Rates Per Unit and Meter Charges attached shows that the average water rate for nearly all residential meter charges is higher in the City's Water System than when compared to the average of all other 4 water providers in Montebello.

The City water rates are only lower than the average of the other 4 water providers in two categories (6" and 10" meters).

FISCAL IMPACTS

If water rates are not adjusted to include capital improvement projects, the City Water System/Water Fund will need to continue to receive a subsidy from the General Fund. If City Council decides to adjust water rates in the City's Water System a Prop 218 Process will need to be conducted to achieve any adjustments.

SUMMARY

The City Council will consider approval of emergency expenditures of \$41,600 to replace the existing water meter located at 7709 Telegraph Road under the existing Maintenance and Operations Agreement with San Gabriel Valley Water (Agreement No. 2883) and authorize staff to initiate a Prop 218 Process to consider adjusting the existing water rates, to include funding for infrastructure improvements (including the \$1,595,000 in identified emergency repairs and other capital improvements) through a rate adjustment or authorized staff to initiate a Prop 218 Process to consider a surcharge, with a sunset clause, to fund the \$1,595,000 in identified emergency repairs.

ATTACHMENTS

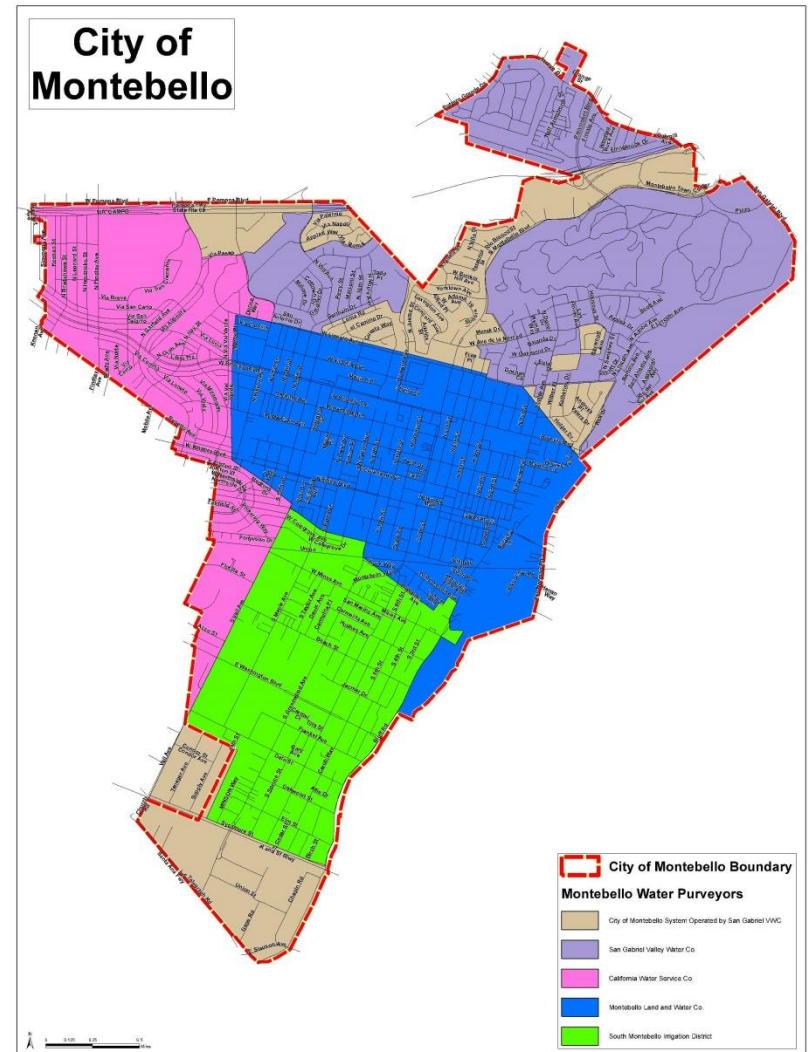
Presentation by San Gabriel Valley Water, received on March 28, 2018
Potential Funding Alternative for Water Rates, received on March 28, 2018
Table 1 – Schedule of Rates Per Unit and Meter Charges

City of Montebello Water System Reservoir Inspection and Action Plan

March 28, 2018

Background

- Water Utilities Serving the City
 - Water service provided by 5 utilities
 - City's water system serves several discontinuous areas in the north portion of City and a separate system in the south.
 - City's Water System Operator: SGVWC
- City's Water System
 - North System: Hillside and Town Center Reservoirs and one booster pump station
 - South System: Gage Reservoir and one booster pump station
 - 30 miles of pipe
 - 950 valves
 - 300 hydrants
- Average Residential Bill: \$80/month
- No. of Customers: approx. 1,650



Reservoir Inspection Plan

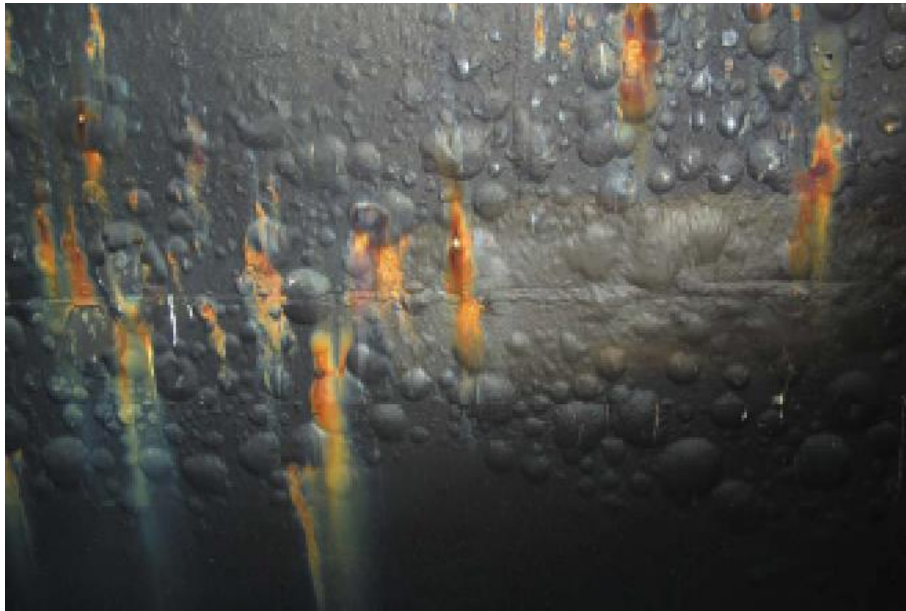
- Required by Division of Drinking Water, SWRCB
 - Recommended at least every 5 years
 - **Records show Gage Reservoir last inspected in 1991. There are no other records to show inspection of Hillside or Town Center Reservoirs since being place into service**
 - Work must be performed by a certified corrosion engineer
 - Required to follow AWWA guidelines
 - Findings will determine integrity of the structures, condition of protective coating systems, and safety conditions
- City authorized Harper & Assoc. Engineers to conduct inspection
- Inspection completed in June 2017
 - Three reservoirs and two hydropneumatic (pressure) tanks
 - Reports completed for each facility: corrosion and structural evaluation, safety and health code conditions, required improvements, and estimated costs

Hillside Reservoir

- Located in North Service Area
- Welded steel storage reservoir
 - Height: 40 feet
 - Diameter: 140 feet
- Volume: 4.6 million gallons
- Constructed in 1975
- **43 years of continuous service**
- Findings
 - Protective coating systems beyond useful lifespan
 - Corrosion protection system not functioning
 - Coatings on shell and columns have extensive blistering
 - **Overall condition of protective coatings is poor**
- Recommendations
 - Replace interior and exterior coating systems
 - Repair corrosion protection system
 - Install handrailing and fall prevention device on ladder, and replace roof hatch to comply with Cal/OSHA rqts.



Hillside Reservoir



Hillside Hydropneumatic Tank

- Located in North Service Area
- Welded steel pressure tank, works with booster pump station
- Constructed in 1976
- **42 years of continuous service**
- Findings
 - Severe corrosion and metal loss
 - Conditions rated as poor
 - **Pressure tank near failure**
- Recommendations
 - Not safe to operate – Remove from service
 - Replace pressure tank or upgrade pump station controls and permanently remove tank
- **Note: SGVWC immediately removed tank from service**



Town Center Reservoir

- Located in North Service Area
- Buried reinforced concrete reservoir
- Volume: 2.0 million gallons
- Constructed in 1984
- **34 years of continuous service**
- Findings
 - Concrete surfaces good
 - Joint sealants in poor condition
 - Moderate to severe corrosion on inlet/outlet and drain valves
 - Roof hatch not properly working
- Recommendations
 - Replace roof hatch
 - Clean and repair valves
 - Remove random spot corrosion



Gage Reservoir

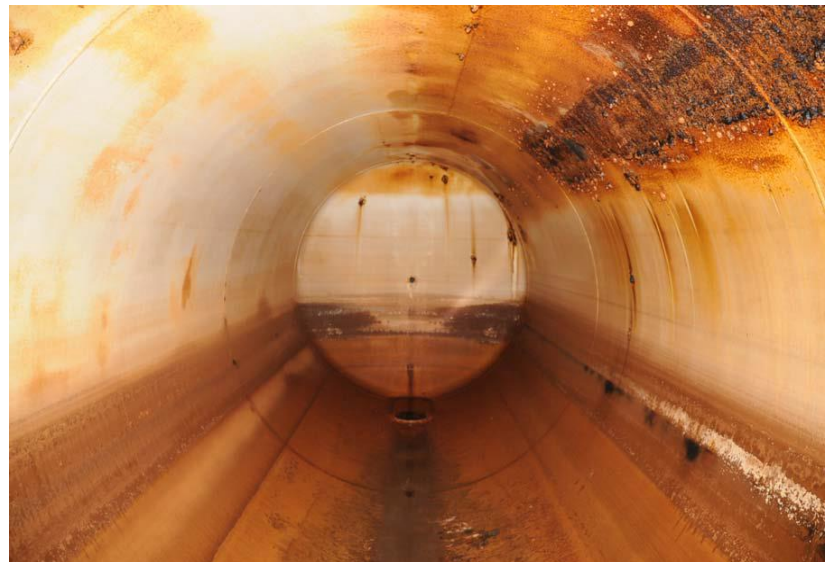
- Located in South Service Area
- Welded steel storage reservoir
 - Height: 48 feet
 - Diameter: 87 feet
- Volume: 2.0 million gallons
- Constructed in 1972
- **46 years of continuous service**
- Findings
 - **Interior protective coating system beyond useful lifespan**
 - Extensive corrosion and rust scale
 - Corrosion protection system not functional
 - Conditions rated as poor
- Recommendations
 - Replace interior protective coating system
 - Repair corrosion protection system
 - Install handrailing and fall prevention device on ladder, replace roof hatch to comply with Cal/OSHA rqts.



Gage

Hydropneumatic Tank

- Located in South Service Area
- Welded steel pressure tank, works with booster pump station
- Constructed in 1984
- **34 years of continuous service**
- Findings
 - **Interior coating conditions rated as poor**
 - Observed damage to tank shell most likely from vandalism
- Recommendations
 - Replace interior and exterior coating systems
 - Or, upgrade pump station controls and permanently remove tank



Costs and Recommended Phasing Plan

This work is urgently needed and cannot be deferred

Phase 1 - 2018

- Hillside Reservoir : replace exterior and interior coating systems, and install safety improvements
- Upgrade computer control systems on North and South pump stations

Phase 2 - 2019

- Exterior and interior coating of Gage Reservoir, and install safety improvements
- Town Center Reservoir Improvements

Estimated Cost Phase 1

Hillside Reservoir Improvements	\$720,000
Computer Control System Upgrades	<u>\$60,000</u>
	\$780,000
Contingency and Overhead	<u>\$199,000</u>
Total Cost	\$979,000

Estimated Cost Phase 2

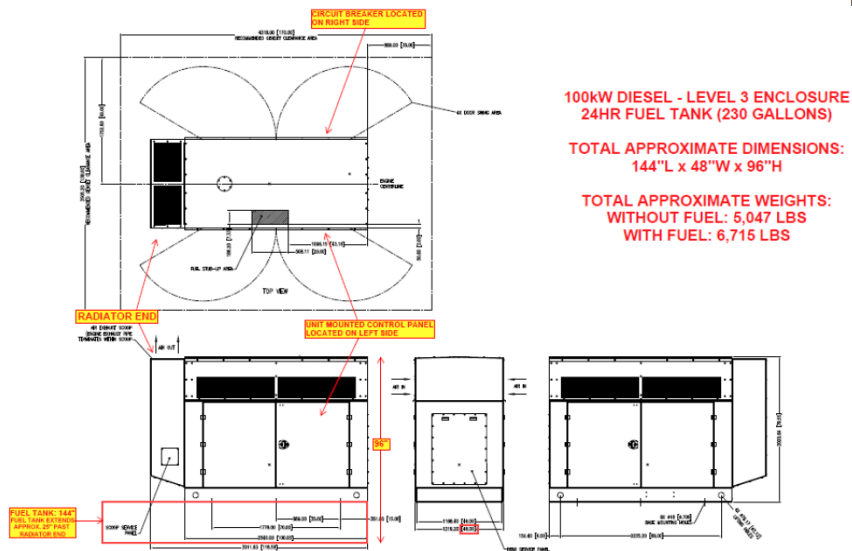
Gage Reservoir Improvements	\$450,000
Town Center Reservoir Improvements	<u>\$40,000</u>
	\$490,000
Contingency and Overhead	<u>\$126,000</u>
Total Cost	\$616,000
Total Phase 1 and 2	\$1,595,000

North System Back-Up Generator South System Booster Station Controls

Project Update
On-Going Work

Hillside Emergency Back-Up Generator

- 100 kW Back-Up Generator
- Electrical Panel Upgrade
- Concrete pad



Hillside Electrical Panel



Replace existing electric panel to comply with electrical safety standards

Gage Booster Station VFD Emergency Replacement

- 3/14/18, Capacitors on Booster “B” Variable Frequency Drive failed
- 3/15/18, Electrician confirmed failed VFD
- Average System Demand approximately 100 gpm
- Booster “A” (not a VFD) is in operation producing 550 gpm
- Inefficient operation higher operating cost



Emergency Repairs and Improvements

Hillside Back-Up Generator

• Back-Up Generator	\$60,000
• Concrete Pad	\$15,000
• Electrical Panel Improvements	\$115,000
	\$190,000
Contingency and Overhead	\$48,000
Total Cost	
	\$238,000

Gage Booster Station Variable Speed Drive

• 125 HP VFD	\$15,000
• Installation and Testing	\$5,000
	\$20,000
Contingency and Overhead	\$5,000
Total Cost	
	\$25,000

Potential Funding Alternative for Water Repairs

City Council Meeting of March 28, 2017

EMERGENCY REPAIRS AND IMPROVEMENTS

Project	Total Cost (incl. contingency)	Funding Source	Estimated Available Balance \$360,000
Hillside Back-up Generator	\$238,000	FY 2017/18 Maint. & Operation Account	\$122,000
Gage Booster Station Variable Speed Drive	\$25,000	FY 2017/18 Maint. & Operation Account	\$97,000
Total	\$263,000	Balance after projects	\$97,000

Potential Funding Alternative for Water Repairs

City Council Meeting of March 28, 2017

RESERVOIR INSPECTION REPAIRS AND UPGRADES – these will require additional funding, one alternative is a Prop 218 process to finance repairs/upgrades, as follows:

Total Estimated Cost of Repairs/Upgrades:	\$1,595,000.00
Number of Customers (estimated):	1,650
Cost per customer:	\$966.67
3-year per month Capital Improvement Surcharge:	\$26.85*

***estimate does not include interest or CPI adjustment**

TABLE # 1 - Schedule of Rates Per Unit and Meter Charges (May 1, 2018)

Per Unit Charge	Montebello	California Water Service	San Gabriel Valley Water	Montebello Land & Water	So. Montebello Irrigation District	Average Rate of other 34 water providers	Montebello	Difference
For the first 6 units, per unit	\$ 3.347	\$ 3.8353*	\$ 3.3159**	\$ 1.66***	\$ 2.0295****			
Over 6 units, per unit	\$ 3.962	\$ 4.726*	\$ 3.3159**	\$ 2.21***	\$ 2.0295****			
Monthly Meter Charge Meter Size								
5/8" x 3/4"	\$ 24.04	\$ 17.75	\$ 22.43	\$ 16.28	\$ 32.26	\$ 22.18	\$ 24.04	\$ (1.86)
3/4"	\$ 24.04	\$ 26.63	\$ 33.65	\$ 16.28	0	\$ 19.14	\$ 24.04	\$ (4.90)
1"	\$ 44.90	\$ 44.38	\$ 56.69	\$ 23.49	\$ 37.74	\$ 40.57	\$ 44.90	\$ (4.33)
1.5"	\$ 101.91	\$ 88.75	\$ 112.17	\$ 73.90	\$ 71.34	\$ 86.54	\$ 101.91	\$ (15.37)
2"	\$ 147.46	\$ 142.00	\$ 179.50	\$ 111.49	\$ 93.42	\$ 131.60	\$ 147.46	\$ (15.86)
3"	\$ 277.12	\$ 266.25	\$ 336.50	\$ 160.81	\$ 169.85	\$ 233.35	\$ 277.12	\$ (43.77)
4"	\$ 370.76	\$ 443.75	\$ 560.90	\$ 191.46	\$ 229.30	\$ 356.35	\$ 370.76	\$ (14.41)
6"	\$ 604.96	\$ 813.95	\$ 1,120.00	\$ 257.23	\$ 331.21	\$ 630.60	\$ 604.96	\$ 25.64
8"	\$ 1,003.10	\$ 1,229.35	\$ 1,790.00	0	\$ 543.54	\$ 890.72	\$ 1,003.10	\$ (112.38)
10"	\$ 1,266.49	\$ 2,041.25	\$ 2,880.00	0	\$ 679.43	\$ 1,400.17	\$ 1,266.49	\$ 133.68
12"	0	\$ 2,928.75	\$ 3,700.00	0	0	\$ 1,657.19	-	-
14"	0	\$ 3,993.75	\$ 4,940.00	0	0	\$ 2,233.44	-	-

* Cal Water chage is \$3.8355 (1 to 8 units) and \$3.3159 (over 8 units)

** SGVW uses for all units

*** Montebello Land & Water charge \$1.66 (less than 20), \$1.86 (21 to 31), and \$2.21 (for 32 and above)

**** So. Montebello Irrigation District charge \$2.0295 (1 to 5 units), \$2.8460 (6 to 25), \$3.52.25 (26 and over)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Water Right License Agreement

DATE: May 9, 2018

RECOMMENDATIONS

It is recommended that City Council take the following actions:

1. Approve a Water Rights License Agreement with Montebello Land and Water Company, for the lease of 230 acre-feet of the City of Montebello's Fiscal Year 2017/2018 Allowed Pumping Allocation, for which Montebello Land and Water will pay \$120.00 per acre-foot for a total payment of \$27,600.
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City, and

BACKGROUND/ANALYSIS

Each fiscal year, cities with water rights are allocated what is known as an "Allowed Pumping Allocation" (APA). For Fiscal Year 2017/2018, the City of Montebello's annual APA is 386.50 acre-feet of water. The City closed out Fiscal Year 2016/2017 with a carry-over of 27.08 acre-feet of APA. Adding the City's annual APA to this carry-over amount results in the City having a total of 413.58 acre-feet of APA for FY 2017/2018.

Based on current consumption, it is estimated that the City will only need 175.00 acre-feet of water to meet current demand; resulting in a projected surplus allocation of roughly 238.58 acre-feet of water.

Each fiscal year the City can only carry over, 40% or 147.40 acre feet of its Annual APA. This means that the City will forfeit approximately 91.18 acre feet of unused water rights; valued at \$10,941.60 (91.18 acre feet x \$120).

Montebello Land and Water Company submitted an offer letter to purchase 230 acre-feet of water from the City's projected surplus allocation for \$120.00 per acre-foot for a total payment of \$27,600 for FY 2017-2018 (see attached letter).

Montebello Land and Water Company's offer is reasonable and similar to offers recently received by the City of Whittier (\$125/AF). Other nearby cities contacted are not leasing their water rights, and some are considering offers lower than the one received by Montebello.

FISCAL IMPACTS

The Water Rights License Agreement will add \$27,600 to the Water Fund which may be used for emergency repairs and/or other related water systems operational expenditures.

SUMMARY

The City Council will consider a Water Rights License Agreement with Montebello Land and Water for the lease of 230 acre feet of the City's surplus water rights for Fiscal Year 2017/2018, also known as Allowed Pumping Allocation. The consideration to be paid by Montebello Land and Water would be \$120.00 per acre foot for a total payment of \$27,600. The Water Rights License Agreement will add \$27,600 to the Water Fund which may be used for emergency repairs and/or other related water systems operational expenditures.

ATTACHMENTS

Offer Letter from Montebello Land and Water Company, dated May 2, 2018.
Water Rights License Agreement



MONTEBELLO LAND & WATER COMPANY

344 E. MADISON AVE. • P.O. BOX 279 • MONTEBELLO, CA 90640

JACK L. SHAFFER
President

BRUCE JUGAN
Vice President

NORMAN AKASHI
Treasurer

DENNIS P. BURKE
Secretary

ZEKI KAYIRAN
Director

KENNETH S. BRADBURY
General Manager

Telephone
(323) 722-8654

Fax
(323) 722-5529

May 2, 2018

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

Re: WATER RIGHT LICENSE AND AGREEMENT

Dear Mr. Batson;

Please find the enclosed forms for Water Lease Agreement covering the following:

LEASE OF: 230 Acre Feet "Allowed Pumping Allocation"

WATER YEAR: July 1, 2017 - June 30, 2018

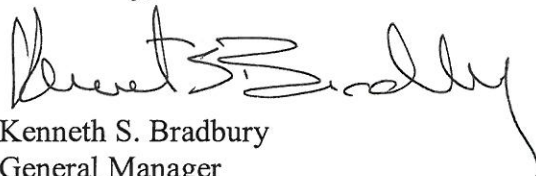
PRICE: \$120.00 per Acre Foot

TOTAL: To be paid within 20 Days after Watermaster Approval.
(\$27,600.00)

If above terms are agreeable, please sign and return one copy to us for forwarding to the proper agencies. Should you have any questions please do not hesitate to call me at (323) 722- 8654.

Thank you in advance for your prompt attention to this transaction.

Yours truly,



Kenneth S. Bradbury
General Manager

Attachment

Water Agreement City of Montebello

WATER RIGHT LICENSE AND AGREEMENT

For a valuable consideration City of Montebello hereby grants to Montebello Land & Water Company: a license to extract 230 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgement dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 2017 and continuing to and including June 30, 2018.

Said License is granted subject to the following conditions:

- 1) Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
- 2) Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California.
- 3) Licensee shall notify the District and the Watermaster that said pumping was done pursuant to this license and provide the Watermaster with a copy of this document.
- 4) Licensee shall note, in any recording of water production for the period of the agreement, that said pumping was done pursuant to this license.
- 5) Licensee's Allowed Pumping Allocation **shall**. (shall) (shall not) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgement.

City of Montebello warrants that it has 230 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 230 acre-feet during the period of July 1, 2017 through June 30, 2018.

Dated: _____

City of Montebello

By: _____

Title: City Administrator

By: _____

Irma Barajas

Title: City Clerk

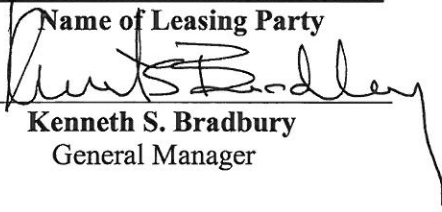
By: _____

Arnold M. Alvarez-Glasman

Title: City Attorney

Montebello Land & Water Company

Name of Leasing Party

By:  _____

Kenneth S. Bradbury

Title: General Manager

WATER RIGHT LICENSE AND AGREEMENT

CITY OF MONTEBELLO ("Licensor") hereby grants to **MONTEBELLO LAND & WATER COMPANY** ("Licensee") a license to extract during the period commencing July 1, 2017, and ending on June 30, 2018, 230 acre feet of Licensor's Allowed Pumping Allocation ("Allocation") previously allocated to Licensor, or its predecessors-in-interest, under and pursuant to the Judgment dated October 11, 1965, as entered in Los Angeles Superior Court Case No. 786,656 titled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al."

This license is granted subject to the following conditions:

- 1) Licensee shall exercise its rights and extract said Allocation on behalf of Licensor during the period specified above and shall put the same to beneficial use.
- 2) Licensee shall not, by the exercise of its rights hereunder, acquire any right to extract water independent of the rights of Licensor.
- 3) Licensee shall pay the assessments levied by the Water Replenishment District of Southern California ("District") on said pumping.
- 4) Licensee shall notify the District and the Watermaster of pumping pursuant to this Agreement and shall provide the Watermaster with a copy of this Agreement.
- 5) Licensee shall record, in documentation relating to water production during the term of this Agreement, that said water production was undertaken pursuant to this Agreement.
- 6) Licensee's Allowed Pumping Allocation shall be increased by the amount licensed hereunder when computing carry-over or allowable overextraction as provided by Part III, Subpart A and B in the Judgment referenced above.

Licensor warrants that it has 230 acre feet of Allowed Pumping Allocation, and that it has not pumped, and will not pump or permit or license any other person to pump, any part of said 230 acre feet during the term of this Agreement.

Dated: _____

LICENSOR:

CITY OF MONTEBELLO

By: _____

Title: Acting City Manager

By: _____

Title: City Clerk

By: _____

Title: City Attorney

LICENSEE:

MONTEBELLO LAND & WATER COMPANY

By _____

Kenneth S. Bradbury
Title: General Manager

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Professional Services Agreement with Best Best & Krieger (BBK) for Montebello Boulevard ATP Grant Project

DATE: May 9, 2018

RECOMMENDATION

That the City Council approves all additional necessary expenditures, incurred by the law firm of Best Best Krieger (BBK), related to the Montebello Boulevard ATP Grant Project, including necessary legal services to secure the right-of-way dedication necessary for the Project.

BACKGROUND:

The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, SCAG officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement project had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The Project was selected by METRO for early use of the ATP funds.

The proposed Project cost is estimated at \$5,755,000 including the cost of design and the completion of construction. The City was awarded \$4,187,000 of ATP funds for the construction of the Project, while \$148,000 of Measure R and \$1,420,000 of Prop C/Prop A will be utilized as local match.

The proposed improvements would be installed on a 1.4-mile section of Montebello Boulevard, between Lincoln Avenue and Paramount Boulevard, within the City of Montebello's northern city limits. The Project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, pedestrian lighting, traffic signal improvements, and resurfaced roadway along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. The Project is within an identified disadvantage community (DAC) (Census Tract 6037530005 and 6037530003) and will provide direct access to new sidewalk and bike lanes via four separate intersections.

On March 28, 2018, the City Council took several actions in connection with the Project, including: finding that the proposed Irrevocable Offer of Dedication conformed to the

City's General Plan; approving the Offer of Dedication of 86,246 square foot area for the Project; and directing staff to commence the Project improvements. Sentinel Peak Resources California LLC., (Sentinel) offered the dedication property to the City in the form of a right of way easement for access, trail and bike path purposes. The offer of dedication has been memorialized in an Irrevocable Offer of Dedication and recorded as required.

ANALYSIS

In October 2017, in order to secure the Offer of Dedication, the Right of Way Easement and all other necessary documents and transactions, the former City Manager, under her authority to contract in the Municipal Code, asked BBK for their assistance in facilitating the complex transaction. Attached is the proposal letter received from BBK dated October 30, 2017.

Sentinel did not view this these legal expenses are their responsibility so they declined payment, because the dedication was required in order for the City to secured grant funds for the Project. Therefore, the City needs to pay for these costs.

The process to secure the necessary documents and complete the transactions required to complete this task have exceeded the City Manager signing authority by \$25,000. Staff is respectfully requesting the City Council approve all expenditures exceeding the City Manager's signing authority of \$20,000. This will enable the City to process payment for all services rendered and received on this Project by the City from BBK, which are not estimated to exceed \$45,000 total.

FISCAL IMPACTS

The total cost of for providing the services required is estimated not to exceed \$45,000.

There is no impact to the General Fund, as on October 11, 2017, the City Council appropriated SB1 Funds (\$368,632) and Gas Tax Reserves Funds (\$181,368) for preliminary engineering, right-of-way acquisition and certification, environmental clearance, etc. Said funding can cover the cost of providing the services necessary to complete this complex transaction.

SUMMARY

The City Council will consider approval of all additional necessary expenditures, by Best Best Krieger (BBK) related to the Montebello Boulevard ATP Grant Project, including necessary legal services to secure the right-of-way dedication necessary for the project ultimate design.

ATTACHMENTS

BBK Letter/Proposal, dated October 30, 2017
Resolution

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584



BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Michelle Ouellette
(951) 826-8373
michelle.ouellette@bbklaw.com
File No. 29263.00005

April 30, 2018

VIA E-MAIL TO: APASMAN@CITYOFMONTEBELLO.COM

Andrew Pasmant, Interim City Manager
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Re: REVISED New Matter Letter - Montebello Boulevard Bike Lane and Sidewalk Improvement Project

Dear Mr. Pasmant:

Best Best & Krieger LLP is pleased to continue to represent the City of Montebello as special counsel with regard to the Montebello Boulevard Bike Lane and Sidewalk Improvement Project. This letter updates our previous letter dated October 30, 2017. Specifically, we will assist the City with legal issues related to the Project as well as defend the City in any and all potential litigation pertaining to said Project.

The terms of our representation are as set forth in our original Legal Services Agreement 2710-A with the City of Montebello dated November 29, 2011 along with our First Amendment to the Legal Services Agreement dated August 26, 2015. The individuals that will provide the majority of the legal assistance to the City in this matter and their rates are included in Exhibit A to this letter. Based on the scope of work as we understand it, our initial attorneys' fees and costs total \$20,000. We anticipate that the additional fees and costs for non-litigation matters for this matter will not exceed an additional \$25,000. If the scope of the project expands, we will provide a new budget.

If this letter meets with your approval, please sign and date it, and return the original to us. If you have any questions or concerns about the terms of our representation, please contact me.



BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Andrew Pasmant, Interim City Manager
April 30, 2018
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michelle Ouellette'.

Michelle Ouellette
of BEST BEST & KRIEGER LLP

MO:mmc
Enclosure

AGREED AND ACCEPTED:

By: _____

Dated: _____

cc: Danilo Batson, Assistant City Manager, City of Montebello

EXHIBIT "A"

BEST BEST & KRIEGER LLP'S HOURLY RATES

<u>Attorney</u>	<u>Hourly Rate</u>
Michelle Ouellette	\$575/per hour
Alisha M. Winterswyk	\$435/per hour
David Pierucci	\$265/per hour
Amanda Daams	\$265/per hour

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Michelle Ouellette
(951) 826-8373
michelle.ouellette@bbklaw.com
File No. 09977.00000

October 30, 2017

VIA E-MAIL TO: FSCHUYLER@CITYOFMONTEBELLO.COM

Francesca Tucker-Schuyler, City Manager
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Re: New Matter Letter - Montebello Boulevard Bike Lane and Sidewalk Improvement Project

Dear Ms. Tucker-Schuyler:

Best Best & Krieger LLP is pleased to continue to represent the City of Montebello as special counsel with regard to the Montebello Boulevard Bike Lane and Sidewalk Improvement Project. Specifically, we will assist the City with said Project as well as defend the City in any and all potential litigation pertaining to said Project. This letter constitutes our agreement setting the terms of our representation.

The terms of our representation are as set forth in our original Legal Services Agreement 2710-A with the City of Montebello dated November 29, 2011 along with our First Amendment to the Legal Services Agreement dated August 26, 2015. The individuals that will provide the majority of the legal assistance to the City in this matter and their rates are included in Exhibit A to this letter.

We have checked the following names against our client index: City of Montebello, California Department of Transportation and Cook Hill Properties, LLC. Based on the conflict check performed for this matter it was determined that we have no existing conflicts. Please review the list. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Francesca Tucker-Schuyler, City Manager
October 30, 2017
Page 2

If you have any questions or concerns about the terms of our representation, please contact me. On a personal note, I would like to thank you for the opportunity to continue to represent the City. I look forward to working with you.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Michelle Ouellette for'. The signature is fluid and cursive.

Michelle Ouellette
of BEST BEST & KRIEGER LLP

MO:mmc
Enclosure

EXHIBIT "A"

BEST BEST & KRIEGER LLP'S HOURLY RATES

<u>Attorney</u>	<u>Hourly Rate</u>
Michelle Ouellette	\$575/per hour
Sonia Rubio Carvalho	\$490/per hour
Alisha M. Winterswyk	\$435/per hour
Matthew Collins	\$265/per hour
Amanda Daams	\$265/per hour
Paralegals/Clerks	\$175-\$140/per hour

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR RIGHT-OF-
WAY DEDICATION FOR MONTEBELLO ATP GRANT PROJECT**

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

SECTION 1. That the Finance Director is hereby authorized to make the following appropriation:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-99-2900	\$19,906.49	100-40-400-6040.95	\$19,906.49
(Measure R Fund – unallocated balance)		(Other Professional Services)	

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 10th day of January, 2018

Vanessa Delgado, Mayor

ATTEST:

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Engineering and Design Services for Montebello Boulevard ATP Grant Project

DATE: May 9, 2018

RECOMMENDATION

That the City Council award a Professional Services Agreement, in the amount of \$560,242, to Infrastructure Engineers for engineering and design services for Montebello Boulevard ATP Grant Project, waive the formal bid process pursuant to Montebello Municipal Code, MMC 3.20.050 (c) and authorize the Acting City Manager to negotiate and execute the Agreement on behalf of the City, with certain milestones and guarantees to ensure award of a construction contract by December 2018.

BACKGROUND:

The City of Montebello participated in a competitive grant proposal known as the Active Transportation Project (ATP) in 2017. On February 28, 2018, SCAG officially notified the City of Montebello that the Montebello Boulevard Bike Lane and Sidewalk Improvement project had been approved by the SCAG Regional Council and the California Transportation Commission (CTC) as part of the Augmented 2017 Active Transportation Program. The Project was selected by METRO for early use of the ATP funds.

The proposed Project cost is estimated at \$5,755,000 including the cost of design and the completion of construction. The City was awarded \$4,187,000 of ATP funds for the construction of the Project, while \$148,000 of Measure R and \$1,420,000 of Prop C/Prop A will be utilized as local match.

The proposed improvements would be installed on a 1.4-mile section of Montebello Boulevard, between Lincoln Avenue and Paramount Boulevard, within the City of Montebello's northern city limits. The Project consists of dedicated Class II bike lanes, sidewalk construction, ADA-compliant corner ramps, pedestrian lighting, traffic signal improvements, and resurfaced roadway along Montebello Boulevard to connect retail/employment centers with low/moderate income housing to increase active transportation-related activities. The Project is within an identified disadvantage

community (DAC) (Census Tract 6037530005 and 6037530003) and will provide direct access to new sidewalk and bike lanes via four separate intersections.

On March 28, 2018, the City Council took several actions in connection with the Project, including: finding that the proposed Irrevocable Offer of Dedication conformed to the City's General Plan; approving the Offer of Dedication of 86,246 square foot area for the Project; and directing staff to commence the Project improvements. Sentinel Peak Resources California LLC., (Sentinel) offered the dedication property to the City in the form of a right of way easement for access, trail and bike path purposes. The offer of dedication has been memorialized in an Irrevocable Offer of Dedication and recorded as required.

At the request of the City, on April 6, 2018, Infrastructure Engineers submitted a Request for Services for engineering and design services for the Montebello ATP Grant Project. They are proposing to perform the required services to prepare, issue and assist in the award of a construction contract by December 2018, as required by the grant.

ANALYSIS

Infrastructure Engineers' proposal is based on the scope of services required for the project and the estimated construction cost of \$4,787,200, based on the construction cost they are asking for 11.7% to perform the services required. This is within industry standards for services rendered for projects of this magnitude and scope. Moreover, time is of the essence and the City needs to meet a very tight and short timeframe which include awarding a construction contract by December 2018 or else forfeit \$4,187,000 in ATP Grant Funds. Infrastructure Engineers has the expertise and is extremely familiar with the project that they can hit the ground running and ensure that the City meets all requirements of the grant, including the December 2018 deadline for awarding a construction contract.

The preparation and design of a project of this scope, nature and magnitude requires a minimum design period of 6 to 9 months. The City does not have this time, plus the additional 3-month period to prepare, issue and award a Request for Proposals for Engineering and Design Services for the Project. It is for these reasons that staff is recommending that City Council waive the bid process for this Project and allow the Acting City Manager to negotiate and execute a Professional Services Agreement with Infrastructure Engineers. Although, the existing agreement with Infrastructure Engineers allows the City to contract for additional services such as the ones required for the Project, staff is still asking for City Council authorization to enter into a separate Agreement which will contain certain specific milestones and guarantees for the preparation of the plan and specifications and the successful award of a construction contract by December 2018.

FISCAL IMPACT

There is no impact on the General Fund as the proposed services will be funded by a combination of Prop C and Measure R Funds.

SUMMARY

The City Council will consider awarding a Professional Services Agreement, in the amount of \$560,242, to Infrastructure Engineers for engineering and design services for Montebello Boulevard ATP Grant Project, waiving the formal bid process pursuant to Montebello Municipal Code, MMC 3.20.050 (c) and authorizing the Acting City Manager to negotiate and execute an Agreement on behalf of the City, with certain milestones and guarantees to ensure award of a construction contract by December 2018.

ATTACHMENTS

Request for Services from Infrastructure Engineers, dated April 6, 2018.

REQUEST FOR SERVICES



City of Montebello

TO: Danilo Batson, Assistant City Manager

DATE: April 6, 2018

FROM: Steve Forster, Senior Vice President

SUBJECT: Montebello Boulevard Bike lane and Sidewalk Improvement Project

Phase 2 – Design (PS&E Documents), Project Management, Construction Management and Inspection

Type of Project: ☐ Municipal Services, ☐ Traffic, ☐ Transit, ☐ EDD, ☒ CIP

Account Number: _____

Funding Source: _____

Description of Request: The scope of work under Phase II of the Montebello Boulevard Bike Lane and Sidewalk Improvement project includes at the following Location:

Montebello Boulevard (Lincoln Avenue to Paramount Boulevard)

Design, Preparation of Plans, Specifications and Estimates for Roadway Improvements, Pavement Rehabilitation, Concrete Improvements, Utility Adjustments, ADA Improvements, Class II Bike Lane, Traffic Signal Improvements, Pedestrian Lighting, landscape and Irrigation at the street listed above. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget.

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

Landscape and Irrigation services to prepare plans, specifications and cost estimate as part of the improvement as identified in the Conceptual plans included in the rant application. The works consists of new landscape, irrigation, decorative hardscape, and storm water capture and percolation in existing median islands and parkway planters, as well as similar development of new medians and parkway areas to be added.

Project Management and contract administration will include preparation of staff reports, Notice to Proceed issuance and other relative City correspondence, recommendations for change orders and progress payments during the project.

Federal Fund Administration and Labor Compliance will be provided by others under a separate contract.

Construction Management and Inspection Services, will include construction inspection, preparation of daily reports, review of change orders and progress payment requests, and coordinate soils testing service.

N:\10_Business Development\RFSs\Montebello\2018 RFS\MO-2018-RFS006-Montebello Blvd. Bike Lane and Sidewalk Improvements (Phase II)-PS&E-04-06-18.doc

Material Testing, will be provided by the City and it is not part of this RFS.

Based on Estimated Construction Cost of \$4,787,200 as outlined in the ATP grant application. Infrastructure Engineers' fee will be as follows:

	<u>TASK</u>	<u>COST</u>
1	Design (PS&E) (5%)	\$239,360
2	Geotechnical Investigation	\$ 20,671
3	Landscaping and Irrigation	\$ 36,915
4	Project Management (1.5%)	\$ 71,808
5	Construction Management and Inspection (4%)	\$191,488
TOTAL		\$560,242

Infrastructure Engineers services will be billed monthly by project completion percentages as identified in the most current agreement.

To be completed by Infrastructure Engineers:

Project Number: _____

Projected Date of Completion: Five (5) months after RFS approval

Project Manager: Farzad Dorrani, M.S.

Estimated Cost of Services: \$560,242



Steve Forster, Senior Vice President

Date 4/6/2018

Approved to Proceed and/or Approval of Funding Sources:

NOTE:

1. The expenditure for the above Request for Services is provided in the FY 2017-2018 Budget.

RECOMMEND APPROVAL TO PROCEED

Danilo Batson, Assistant City Manager

Date

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager/Director of Public Works

SUBJECT: Award a Contract for RFP 18-41 Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint) to Safe USA, Inc.

DATE: May 9, 2018

RECOMMENDATION

That the City Council award a contract for RFP 18-41 - Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint) (the "Project"), to Safe USA, Inc., and authorize the Acting City Manager to execute the Contact Agreement.

BACKGROUND

The City of Montebello is responsible for the maintenance of public streets including traffic striping, markings and legends. Depending on pavement surface conditions, painted striping and markings will last 4 to 8 years and thermoplastic will last 6 to 15 years for non-freeway applications. It has been the City's practice to install thermoplastic striping and markings on newly paved streets. For restriping projects, either thermoplastic or paint is used depending on the condition and life expectancy of the pavement surface.

On April 5, 2018, the City issued Request for Proposals 18-41 Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint). A notice inviting sealed bids/proposals was advertised on Planet Bids, the Green Sheet, and the local newspaper. Eleven (11) potential bidders viewed the RFP on Planet Bids. This information is contained in Planet Bid's records. Also, staff contacted three potential bidders and informed them of the RFP.

ANALYSIS

On April 23, 2018, three bids were received as follows:

Safe USA, Inc.....	\$265,700.00
PCI.....	\$426,027.50
Superior Pavement Marking.....	\$475,459.50

The term of this contract is for three (3) years with two (2) optional one-year contracts for a total possible term of five (5) years. The total bid amount of \$265,700.00 is based on unit prices which are in effect for the first three (3) year period of the contract. Unit prices are negotiable for any additional years. Based on recent spending, the City requires a minimum of \$240,000 to maintain striping over a three (3) year period (or \$80,000 per year). Staff is recommending that the City allocate \$40,000 of unallocated Measure R Funds to fund pavement striping this fiscal year. Future fiscal years will utilize a combination of Measure R, Measure M and Prop C to reduce impact on the General Fund.

Safe USA, Inc. submitted the lowest responsive bid. Safe USA, Inc. is a reputable contractor with extensive experience and a staff that is qualified to perform the work and services required by the City. Therefore, Safe USA, Inc. is the apparent lowest responsive and responsible bidder.

FISCAL IMPACT

Funding for the proposed contractual services will be available in Measure M, Measure R, Prop C local returns and General Fund and will be addressed in the FY 2018/19 City Budget and allocated into the Public Works Department Maintenance and Operation Budget.

SUMMARY

The City Council is asked to award a contract for RFP 18-41 Annual Street Striping, Legends and Road Marking Services (Thermoplastic and / or Paint) to Safe USA, Inc. in the amount \$265,700.00 and authorize the Acting City Manager to execute the Contact Agreement.

ATTACHMENTS

Contract Agreement
Bid Summary

CITY OF MONTEBELLO
CONTRACT AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide design-build services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Annual Street Striping, Legends and Road Markings Services in the City of Montebello (April 5, 2018) ("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 all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the **Bid Proposal dated April 21, 2018** 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 Manager.

SECTION 6. CITY SUPERVISION.

The City Manager 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 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 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 ten (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 be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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 fall 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, Assistant City Manager / Director of Public Works
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

CONTRACTOR

Andrew G. Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

BID SUMMARY

RFP No. 18-41, ANNUAL STREET STRIPING, LEGENDS AND ROAD MARKING SERVICES

ITEM No.	BID ITEM	UNIT	EST. QTY.	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Safe USA, Inc.		PCI		Superior Pavement Marking	
				BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Install "SPEED LIMIT" Legend (White Paint)	EA	10	\$20.00	\$200.00	\$50.00	\$500.00	\$28.00	\$280.00
2	Install "STOP" Legend (White Paint)	EA	25	\$40.00	\$1,000.00	\$60.00	\$1,500.00	\$56.00	\$1,400.00
3	Install "STOP AHEAD" Legend (White Paint)	EA	25	\$40.00	\$1,000.00	\$90.00	\$2,250.00	\$126.00	\$3,150.00
4	Instal "PED XING" Legend (white Paint)	EA	25	\$40.00	\$1,000.00	\$90.00	\$2,250.00	\$98.00	\$2,450.00
5	Install "WAIT HERE" Legend (White Paint)	EA	10	\$40.00	\$400.00	\$90.00	\$900.00	\$112.00	\$1,120.00
6	Install "ONLY" Legend (White Paint)	EA	10	\$40.00	\$400.00	\$40.00	\$400.00	\$56.00	\$560.00
7	Install "KEEP CLEAR FIRE DEPT" Legend (White Paint)	EA	4	\$100.00	\$400.00	\$200.00	\$800.00	\$238.00	\$952.00
8	Install "30 MPH" Legend (White Paint)	EA	10	\$30.00	\$300.00	\$50.00	\$500.00	\$70.00	\$700.00
9	Install "35 MPH" Legend (White Paint)	EA	10	\$30.00	\$300.00	\$50.00	\$500.00	\$70.00	\$700.00
10	Install "Arrow Right" Legend (White Paint)	EA	15	\$30.00	\$450.00	\$30.00	\$450.00	\$45.00	\$675.00
11	Install "SLOW SCHOOL XING" Legend (Yellow Paint)	EA	5	\$60.00	\$300.00	\$150.00	\$750.00	\$196.00	\$980.00
12	Install "SCHOOL" Legend (Yellow Paint)	EA	5	\$40.00	\$200.00	\$80.00	\$400.00	\$84.00	\$420.00
13	Install "8 FT Letter" Legend (White Paint)	EA	30	\$40.00	\$1,200.00	\$9.00	\$270.00	\$14.00	\$420.00
14	Install "Bike" Legend (White Paint)	EA	70	\$40.00	\$2,800.00	\$50.00	\$3,500.00	\$35.00	\$2,450.00
15	Install "SPEED LIMIT" Legend (White Thermoplastic)	EA	25	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$85.00	\$2,125.00
16	Install "STOP" Legend (White Thermoplastic)	EA	75	\$80.00	\$6,000.00	\$200.00	\$15,000.00	\$140.00	\$10,500.00
17	Install "STOP AHEAD" Legend (White Thermoplastic)	EA	25	\$100.00	\$2,500.00	\$300.00	\$7,500.00	\$350.00	\$8,750.00
18	Instal "PED XING" Legend (white Thermoplastic)	EA	75	\$80.00	\$6,000.00	\$220.00	\$16,500.00	\$245.00	\$18,375.00
19	Install "ONLY" Legend (White Thermoplastic)	EA	50	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$140.00	\$7,000.00
20	Install "RIGHT TURN ONLY" Legend (White Termoplastic)	EA	25	\$100.00	\$2,500.00	\$360.00	\$9,000.00	\$455.00	\$11,375.00
21	Install "LEFT TURN ONLY" Legend (White Termoplastic)	EA	25	\$100.00	\$2,500.00	\$330.00	\$8,250.00	\$455.00	\$11,375.00
22	Install "Arrow Right" Legend (White Termoplastic)	EA	25	\$40.00	\$1,000.00	\$75.00	\$1,875.00	\$62.00	\$1,550.00
23	Install "Arrow Left" Legend (White Termoplastic)	EA	120	\$40.00	\$4,800.00	\$75.00	\$9,000.00	\$62.00	\$7,440.00
24	Install "8 FT Letter" Legend (White Termoplastic)	EA	30	\$80.00	\$2,400.00	\$30.00	\$900.00	\$40.00	\$1,200.00
25	Install "Bike" Legend (White Termoplastic)	EA	70	\$40.00	\$2,800.00	\$100.00	\$7,000.00	\$90.00	\$6,300.00
26	Install "Bike Arrow" Legend (White Termoplastic)	EA	70	\$40.00	\$2,800.00	\$60.00	\$4,200.00	\$30.00	\$2,100.00
27	Install White 12" Cross Walk & Limit Line (White Paint)	LF	300	\$2.00	\$600.00	\$0.90	\$270.00	\$2.25	\$675.00
28	Install White 24" Cross Hatching/Zebra Striping Cross Walk (White Paint)	LF	500	\$2.00	\$1,000.00	\$1.50	\$750.00	\$4.50	\$2,250.00
29	Install White 12" Cross Walk & Limit Line (White Thermoplastic)	LF	1500	\$2.00	\$3,000.00	\$3.00	\$4,500.00	\$2.55	\$3,825.00
30	Install White 24" Cross Hatching/Zebra Striping Cross Walk (White Thermoplastic)	LF	15000	\$3.00	\$45,000.00	\$3.50	\$52,500.00	\$3.80	\$57,000.00
31	Install 12" Stop Bar (White Paint)	LF	500	\$1.00	\$500.00	\$0.90	\$450.00	\$2.25	\$1,125.00
32	Install 4" Solid Lane Line and Parking Stall Line (White Paint)	LF	2000	\$0.20	\$400.00	\$0.80	\$1,600.00	\$0.65	\$1,300.00
33	Install 4" Solid Ddouble Yellow Centerline with 3" Solid Black Line (Paint)	LF	4000	\$0.20	\$800.00	\$0.30	\$1,200.00	\$0.40	\$1,600.00
34	Install Two-Way Left Turn Lane (Double 4" Solid Skip Yellow Lines with 3" Solid Black Line Between Yellow Lines)	LF	4000	\$0.50	\$2,000.00	\$0.30	\$1,200.00	\$0.40	\$1,600.00
35	Install 8" Solid White Lane Line (Paint)	LF	500	\$0.40	\$200.00	\$0.40	\$200.00	\$0.40	\$200.00
36	Install Parking Stall "T"s (white Paint)	EA	1000	\$4.00	\$4,000.00	\$8.00	\$8,000.00	\$8.00	\$8,000.00
37	Install 4" White Lane Line	LF	2000	\$0.20	\$400.00	\$0.30	\$600.00	\$0.25	\$500.00
38	Install 12" Stop Bar (White Termoplastic)	LF	1000	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$2.55	\$2,550.00
39	Install 4" Solid Lane Line and Parking Stall Line (White Termoplastic)	LF	7000	\$0.60	\$4,200.00	\$0.90	\$6,300.00	\$0.65	\$4,550.00
40	Install 4" White Lane Line (Termoplastic)	LF	7000	\$0.50	\$3,500.00	\$0.40	\$2,800.00	\$0.45	\$3,150.00
41	(Termoplastic)	LF	7000	\$1.20	\$8,400.00	\$1.05	\$7,350.00	\$1.15	\$8,050.00
42	Install 4" Skip Center Line (Termoplastic)	LF	500	\$0.50	\$250.00	\$0.40	\$200.00	\$0.95	\$475.00
43	Install 8" Solid White Lane Line (Termoplastic)	LF	5000	\$1.20	\$6,000.00	\$1.10	\$5,500.00	\$1.20	\$6,000.00
44	Install Parking Stall "T"s (white Termoplastic)	EA	500	\$4.00	\$2,000.00	\$15.00	\$7,500.00	\$12.00	\$6,000.00
45	Install Two-Way Left Turn Lane (Double 4" Solid Skip Yellow Lines with 3" Solid Black Line Between Yellow Lines)- Termoplastic	EA	250	\$2.00	\$500.00	\$1.05	\$262.50	\$1.05	\$262.50
46	Install Red Curb (Paint)	LF	150000	\$0.28	\$42,000.00	\$0.60	\$90,000.00	\$0.75	\$112,500.00
47	Install Yellow Curb (Paint)	LF	2500	\$0.40	\$1,000.00	\$0.80	\$2,000.00	\$1.25	\$3,125.00
48	Grind and remove Existing Legends	LF	3000	\$1.00	\$3,000.00	\$1.80	\$5,400.00	\$2.50	\$7,500.00
49	Grind and remove Existing Striping	SF	20000	\$0.70	\$14,000.00	\$0.65	\$13,000.00	\$0.85	\$17,000.00
50	Grind and remove Exiting Crosswalks	SF	10000	\$1.00	\$10,000.00	\$1.80	\$18,000.00	\$1.25	\$12,500.00
51	Sandblast and remove Existing Painted Curbs	SF	1500	\$2.00	\$3,000.00	\$4.00	\$6,000.00	\$8.00	\$12,000.00
52	Blackout Existing Legends	SF	1500	\$1.00	\$1,500.00	\$0.90	\$1,350.00	\$1.00	\$1,500.00
53	Blackout Existing Striping	LF	9500	\$0.50	\$4,750.00	\$0.20	\$1,900.00	\$0.25	\$2,375.00
54	Blackout Existing Crosswalks	SF	10000	\$0.50	\$5,000.00	\$0.40	\$4,000.00	\$0.75	\$7,500.00
55	Apply Crack Sealing - Rubberized	LF	20000	\$0.25	\$5,000.00	\$1.30	\$26,000.00	\$1.00	\$20,000.00
56	Apply Asphalt Slurry Sealing	SF	125000	\$0.32	\$40,000.00	\$0.32	\$40,000.00	\$0.40	\$50,000.00
57	Mobilization - One time Mobilization for each Work Order List - No compensation for remobilization.	EA	8	\$400.00	\$3,200.00	\$1,500.00	\$12,000.00	\$2,000.00	\$16,000.00
TOTAL AMOUNT BID					\$265,700.00		\$426,027.50		\$475,459.50

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Plans and Specifications for Various Street Improvements Projects:
6th Street from Madison Ave to Cleveland Ave, Lincoln Ave from Avenida La Merced to Rea Drive, Poplar Ave from Beverly Blvd to Victoria Ave, Via Acosta from Beverly Blvd to Garfield Ave, and Via Nina from Hay Street to Via Val Verde (RFP # 18-15, CP 863)

DATE: May 9, 2018

RECOMMENDATION

That the City Council find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approve the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorize the Public Works Department to advertise for bids and designate May 29, 2018 at 11:10 a.m., as the bid opening date.

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, a total of \$329,805 of Measure "R" Funds, and \$477,795 of Measure "M" (\$807,600 Total) was allocated for street improvements (including engineering, inspection, and construction services) on Various Street Improvements Project City Wide.

The Project will consist of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The total project cost estimated is \$807,600 including the cost of design, topographic survey, geotechnical Investigation, project management, construction management and inspection, project construction cost and construction contingency.

The Notice Inviting Bids has been prepared and will be published in The Wave Newspaper on May 10, 2018 and May 17, 2018. The notice and the plans and specifications will be posted on Planet Bids.

FISCAL IMPACTS

As part of FY 2017-2018 Capital Improvement Budget, a total of \$329,805 of Measure “R” Funds, and \$477,795 of Measure “M” was allocated for street improvements (including engineering, inspection, and construction services) for this project. There is no impact on the General Funds.

SUMMARY

The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA); approval of the Project Plans and Specifications (as prepared by Infrastructure Engineers); and authorizing the Public Works Department to advertise for bids and designate May 29, 2018 at 11:10 a.m., as the bid opening date.

ATTACHMENTS

None.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Public Information Consultant

DATE: May 9, 2018

RECOMMENDATION

That the City Council authorize the retention of Blue Icon Media to assist in enhancing a community information and outreach program, approve a Resolution appropriating \$7,500 in General Fund Reserves for FY 2017/18 and authorize the Acting City Manager to execute a Professional Services Agreement on behalf of the City.

BACKGROUND

As the City Council is aware, there is a need to disseminate accurate and timely information on many of the exciting and varied activities and projects both public and private occurring throughout the community. Unfortunately, the public receives or has limited access to accurate or timely information on what is actually occurring within the community at large. Some of this is due to limited media outlets, staff resources; the bottom line is that the public is unaware or under-informed of what is occurring in the community.

We believe there is a critical and timely need for retention of an information consultant to assist in addressing this need. Staff solicited proposals from three (3) public information consultants. The consultants were instructed to provide a proposal that addressed some basic needs and to elaborate on any approaches they wished to highlight. They were told to take into account that we have staff limitations and that they should assume that they are the staff.

The proposals focus on utilizing social media and information platforms that currently exist. They were asked to consider use of existing news outlets, digital newsletters, email blasts, Facebook, etc., but were not restricted to any forms of media.

The goal of the consultant would be to develop systems to help educate, inform and disseminate accurate information on the positive aspects of what's occurring in the city; develop information medians that would provide a source for disseminating factual

information and focus on “branding” the city and community. The consultant would primarily use social media to highlight what is going on in the community; develop and improve on all existing social media outreach platforms and use them and our website more effectively and efficiently and showcase what make this, a great community. If approved, management staff would refine the proposal to work within the allocated budget and identify opportunities for outreach and refine benchmarks. As envisioned this program would consist of an initial 6-month pilot program (assess effectiveness) with the potential to extend for the balance of the fiscal year.

ANALYSIS

The requested action provides an additional outreach vehicle to the printed media to enhance public contact and transparency of what is occurring in the community. The objective would be to provide Information, education and transparency using existing social media and city website.

The Goal is to provide a source for release of factual information on what is occurring in the community, bring attention to the city in a positive light and instill interest in what is occurring in the community. All of the proposals offer essentially the same services and anyone of them would be acceptable. The manner in which they present the facts may vary. Each consultant brings different backgrounds and experience to the table. Their fees may vary depending on chargeable rates per individuals with not to exceed amounts/budgets. All consultants are willing to adjust their monthly retainer fees and are willing to adjust their scopes of work to address city requests.

- 1) Blue Icon Media, \$5,000 monthly retainer, hourly rates vary from \$30 - \$110 per hour.
- 2) Celtis, \$7,500 monthly retainer, hourly rates vary from \$80 - \$225 per Hour
- 3) ETA, \$7,000 monthly retainer, hourly rates vary from \$100 - \$175 per hour

FISCAL IMPACT

The cost of the consultant would be funded from General Fund and Special Funds could be charged back to offset General Fund costs where applicable. The initial 6-month cost of the contract will be \$30,000, excluding any extension for the remainder of the fiscal year. There is a \$7,500 appropriation for this fiscal year. The annualized cost of the contract will be incorporated into the next fiscal year budget.

SUMMARY

The City Council will consider awarding a Professional Services Agreement for Public Information Services and appropriating funds to enhance community information and outreach program. While the three (3) consultants contacted are knowledgeable and

capable of undertaking the tasks outlined above. Staff has recommended Blue Icon due to cost and hourly rates translating to more staff hours, as well as, their experience and expertise.

ATTACHMENTS

- Blue Icon Media Proposal
- Celtis Proposal
- ETA Proposal
- Draft Professional Services Agreement
- Appropriation Resolution

April 20, 2018



Communication Management Consulting Proposal

Submitted to

Andrew Pasmant
Interim City Manager
City of Montebello

By

Louis R. Reyes
Principal
Blue Icon Communication

I. COMPANY QUALIFICATIONS

COMPANY OVERVIEW

Founded in 2008, Blue Icon Communications (BIC) is a full service communications firm that specializes in Internet communications and marketing. We are a 100% minority owned small business based in the city of Whittier that provides services to the Gateway Cities of Los Angeles County with a focus on the Latino community.

Over the last decade, BIC has provided high quality communications and marketing services to private businesses, public officials, nonprofit, and government agencies that has successfully resulted in our client's achieving their goals. Originally, BIC primarily provided content management website development, email marketing, brand development, and social media management, but expanded our services to include communications management, crises communications, media relations, and community outreach.

Digital Communications Experts – BIC uses cutting edge Internet technology to deliver high quality products to its clients. Louis R. Reyes has over 20-years experience in developing effective digital communications strategies to achieve established project goals and objectives.

The BIC team members utilize social media daily to engage the public. We are constantly monitoring and evaluating new trends and technologies that may appear in the ever changing Internet landscape. Our team has a presence on every major social media site and we are considered online community influencers on Facebook, Twitter, and Instagram.

Blue Icon Communications is a proud certified solution provider of Constant Contact email marketing services. Louis Reyes has been providing email marketing services to clients since 1998 and is consistently achieves open rates that are above average industry standards for email marketing campaigns.

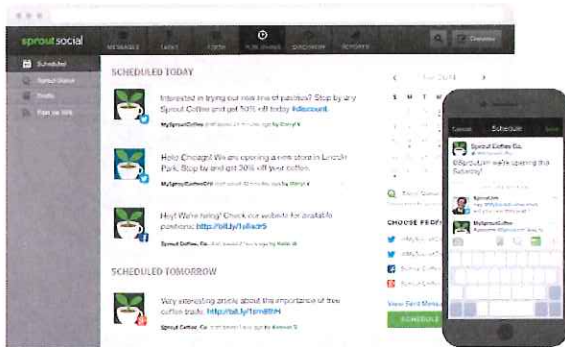
Since 1995, Constant Contact has been an industry leader in email marketing and has expanded to provide a full suite of online marketing services.



BIC believes that in order to have a successful social media strategy that you must constantly monitor your engagement while gathering analytical data in order to measure your plans effectiveness. Therefore, we use sophisticated third party software that can provide integrated reporting across social media channels and profiles.

The Internet is on 24 hours a day, 7 seven days a week, therefore our monitoring software is Internet based which allows us and clients to access social media platforms on mobile devices so that we may manage our social medial presence, anytime and anywhere.

Engagement is key when communicating our message online so we utilize Sprout Social as our primary social media management software to schedule, publish and analyze our client's social media profiles.



Sprout Social is an awarding winning software that allows us to implement our communications and marketing strategy with optimized content and digital media.

This is a mobile world and our team is flexible and ready to adjust at a moment's notice in order to engage with an irate customer or provide positive feedback on an influencer's profile.

BIC staff members are HootSuite Professional Certified with a Social Media Marketing certification. The certification process is through HootSuite, Podium, social media's most trusted online management services.

Our certification gives you an additional piece of mind that your social media profiles are being managed by professionals with proper training in social media management and strategy.

Our staff is constantly researching latest trends and receiving education on industry best practices in communications and marketing.



BIC believes that in order to have a successful social media strategy that you must constantly monitor your engagement while gathering analytical data in order to measure your plans effectiveness. Therefore, we use sophisticated third party software that can provide integrated reporting across social media channels and profiles.

II. RELEVANT EXPERIENCE

City of Maywood | Crises Communications Consulting

Los Angeles County

City of Maywood was in the midst of a crises situation with a state audit as well as local issues that affected the governance of the city.

The Interim City Manager needed immediate strategy communications consulting to overcome negative public perception.



Situation

During the summer of 2016, the City of Maywood was facing multiple issues that affected the ability of the newly appointed city manager to build public trust in the administrative work to overcome years of perception of lack of good governance and the public perception of the misuse of funds.

Strategy

Blue Icon Communications was retained by the City Administrator's Office to provide crises communications analysis and strategic consulting to overcome negative perceptions and begin to build public trust with residents, local stakeholders, and state government officials during a state audit.

Tactics

- Conducted an analysis of the situation, identified three major issues, and provided a report with recommendation to achieve short-term immediate goals.
- Provided Intergovernmental relations advise in order to increase communications with state elected officials and community stakeholders.
- Recommended to create community partnerships and strengthen internal policy and procedures as well as provided open public access to key audit documents.
- Recommendation to address environmental disaster by taking lead with community engagement and outreach services while setting up a city task force that focuses on business permitting to ease resident's fear.

Results

The city administration implemented recommendations that allowed the city to go through a state audit while maintaining a positive open communication with state elected officials as well as begin to increase the public's trust in city government. Served as a consultant for 60 days.

Los Angeles County Office of the Assessor | Communications Management *Los Angeles County*

The Los Angeles County Office of the Assessor's communications was virtually non-existent for decades. The department's executive office was in need to communicate with key stakeholders about positive public service messages during a time of crisis.

Situation

The Office of the Assessor is responsible for maintaining a property roll of 2.4 million homes and businesses that has a gross total valuation of over \$1.2 trillion dollars in 2012. The Office has approximately 1,400 employees located in the downtown headquarters as well as four regional offices throughout Los Angeles County. Although, the department had a daunting task of interacting with every property owner in Los Angeles County, they did not have any type of communications plan in place for decades. The department's communication with the public was three press releases a year faxed to local reporters and then posting on their website.



In October, 2011, Louis R. Reyes, Principal of BIC, was recruited by the administration to serve as an unclassified special assistant with the working title of communications director to develop a comprehensive strategy and develop new communications channels in order to engage the public.

Strategy

The Office of the Assessor serves an immense constituency that covers all of Los Angeles County, but had minimal budget to dedicate to communication and outreach. The key was to identify critical stakeholders and engage them during specific times of need regarding important services offered by the department. Therefore, the department's first communication plan was created which utilized the website, email marketing, and social media to connect with the public across Los Angeles County.

Tactics

- Monitored and identified factors and opportunities for communication process and procedural improvements to the department.
- Drafted and implemented communication policies concerning media contact, social media interactions, and department outreach efforts.
- Developed department's first communications plan integrating media relations, external communications, community outreach, and social media as well as managing its execution.

- Collaborated in developing media and crises communications strategy with executive team members as well as prepared and disseminated press releases utilizing AP style guidelines.
- Developed, branded and managed social media profiles on LinkedIn, Twitter, and Facebook.
- Identified and cultivated relationships with critical stakeholders such as external agencies, property owners, elected officials, and reporters by providing timely and accurate information regarding the department.
- Created several public service announcement campaigns utilizing digital ads on social media to promote awareness.
- Provided monthly analytic reporting and used keyword social media to engage users.

Results

Positive image building of the department, increased public engagement regarding important services, and a greater transparency and understanding about the Assessor's Office operations has occurred as a result of the implementation of a comprehensive communications plan that relied heavily on social media engagement.

California Dream Act | Internet Communications Management

State of California



The Center for Civic Participation, a 501 c 3 nonprofit, wanted to support the legislative efforts of Assembly Member Gil Cedillo's California Dream Act by creating online communications pipeline to provide accurate information and engage supporters of the legislation.

Situation

In 2011, Assembly member Gil Cedillo of the California State Legislature authored two pieces of legislation, assembly bill 130 and 131, which were highly controversial and misinformation was being sent to the public by interests that opposed the legislation.

In order to counter the negative misinformation being distributed to the public, the nonprofit needed to create a communication plan for educational advocacy that could provide accurate and timely information to the public as well as create a central location that can identify supporters as well.

Strategy

Blue Icon Communications was selected to develop a website, create a social media presence, and manage and train volunteers engage the public by providing updated legislative information and key messaging.

Tactics

- Develop a content management system website that could be easily updated by multiple individuals.
- Create social media profiles on Facebook and Twitter that integrated information with the website.
- Trained staff and volunteers who to utilize the Internet tools while creating an editorial calendar to guide their engagement.
- Managed the website and social media profiles with daily monitoring and monthly reporting.

Results

Although the bills faced with heavy opposition, the historic legislation was passed by the legislature and signed by the Governor in July 2011. Supporters of the legislation were able to organize and use social media to create a momentum that allowed for the passage into law.

III. KEY PROJECT TEAM MEMBERS

LOUIS R. REYES



Louis R. Reyes is Founder and President of Blue Icon Communications. He possesses over 20 years of experience in public affairs and communications. Previously, he was Communications Director, City of Los Angeles Council District 1; Communications Director, Los Angeles County Office of the Assessor;

Legislative Consultant with the California State Senate; and District Director with the California State Assembly.

As a consultant in the private sector, he has worked on a range of projects that include crisis media management, government relations, community outreach, communications, Internet marketing, and social media strategy.

Louis possesses a wide range of experience working with the news media and he has appeared on every major television news network as well as CNN and BBC as a spokesperson representing government entities, community based organizations, labor unions, political organizations and elected officials.

In addition, Louis has been quoted in newspapers such as L.A. Times, Wall Street Journal, San Gabriel Valley Tribune, and the Sacramento Bee on issues regarding crisis management, political commentary, public policy,

Core Capabilities

Strategic Communications
Crises Management
Internet Marketing
Social Media Strategy
Media Relations
Community Engagement

Education

Bachelor of Science, Public Policy and Management, University of Southern California

and Latinos. He maintains a positive relationship with journalist that includes both English and Spanish media within the Greater Los Angeles market.

A skillful writer, Louis possesses over two decades of experience writing editorial content copy. Formally trained at USC's Marshall School of Business and the Sol Price School of Public Policy, he has the expertise and experience of writing a wide array of technical reports, campaign mail, AP style news articles, press releases, editorial opinions, advertising copy, website content, newsletters, marketing emails, and social media copy.

Louis has been professionally trained as a community organizer by organizations such as a LA County Federation of Labor, California Latino Caucus Institute, California Democratic Party, the Southwest Voter Registration and Education Project, and as a Field Organizer of the 2008 Obama for America campaign. Louis has utilized his expertise and organized, conducted and managed outreach field campaigns for political campaigns, real estate development projects, issues campaigns, advocacy organizations, and private business.

Some of his projects include:

- Community Engagement Consultant, Clearwater Communities RE Development, Whittier, CA
- Media Consultant, Save American Apparel Campaign, Los Angeles, CA
- Communications Consultant, Office of Councilmember Gil Cedillo, Los Angeles, CA
- Website Management, Mexican American Opportunity Foundation, Montebello, CA
- Internet Communication Consulting, California Legislative Latino Caucus Institute of Public Policy, Sacramento, CA

Louis has been utilizing social media as part of his communication efforts for over a decade. He is considered an influencer on Facebook and Twitter. Here is some of his social media statistical information:





Facebook: Louis has been an active user since 2007 and currently has 2,000 friends and over 200 followers that include elected officials, community leaders, business people, and thought leaders in the greater Los Angeles area.

Twitter: Louis uses Twitter to distribute news related information. He has 1,128 followers who are mainly news agencies reporters, political activists, and elected officials. 71% are male and 29% female who are mainly interested in politics and current events. 56% of followers are from Los Angeles County, 10% from Sacramento, and 6% from Washington DC.



CECILIA GOMEZ REYES



Cecilia Gomez Reyes is a partner at Blue Icon Communications, and has over a decade of experience working for government and the private sector. Cecilia responsibilities at Blue Icon Communications includes providing advice on industry best practices for communications strategies, day-to-day monitoring and managing social network profiles, and managing community outreach projects.

Her experience includes Media and Communications Assistant at the Los Angeles County Registrar-Recorder/County Clerk; Community Field Organizer for California Democratic Party in charge of outreach for the East Los Angeles County; Marketing Field Supervisor with New Dimension Marketing; and Government Relations and Advocacy Coordinator at University of California, Santa Barbara.

A second generation community organizer, Cecilia's father was an organizer for the United Farm Workers. She followed her father's footsteps by dedicating her career to public service and becoming an expert in community relations with an emphasis in Spanish language communities.

Cecilia is skilled in Spanish language media and has been a spokesperson for government agencies, community based organizations, and political candidates on various new related issues.

Core Capabilities

Community Relations
Government Relations
Spanish Language
Translation and Media
Spokesperson
Media Relations
Social Media
Management

Education

Bachelor of Arts,
Government, California
State University,
Sacramento

Associate of Arts,
Liberal Studies,
Ventura College

In addition, Cecilia specializes in community outreach and engagement efforts in Spanish language communities. During the 2010 Gubernatorial election cycle, she was managing the East Los Angeles field office for the Jerry Brown for Governor and was responsible for engaging the largest Latino voter based in California.

While at the LA County Registrar/Recorder County/Clerk, she prepared for the 2016 Presidential election by developing plans to increase voter engagement projects and is managing for a \$750,000 paid media budget for outreach efforts.

 Cecilia consistently ranks an average of , which puts her in the top 95th percentile of all social Media and media users.

IV. CLIENT OBJECTIVES

Blue Icon Communications, now referred to as “Contractor”, is submitting the following proposal to City of Montebello, now referred to as “Client”, after discussing your need for communication management, marketing, media relations, and consulting with a focus on digital communications such as website, email marketing, and social media management.

The Contractor is pleased to present the following statement of work for communications consulting services.

Based on our initial conversation with the Client, we are establishing the following objectives for increasing communication within the City in order to improve its image and increase civic pride:

- A. Promote positive news of the City along with current events that promotes civic pride as well as trust in City government.
- B. Provide public information services that includes media relations to share objective, factual, and timely information within the City government to stakeholders, local news and regional news agencies.
- C. Create and execute communications policies that corrects misinformation and provides timely factual information in a transparent manner.
- D. Develop positive branding of the city of Montebello as a method to increase public awareness and civic pride of residents.
- E. Develop and maintain two-way communications channels to share information with community stakeholders and the public at-large by utilizing cost effective methods.

V. SCOPE OF WORK

In order to achieve the Client's objectives, the Contractor will provide communications management services and strategies that will execute planning, implementation and revision of key messages established by the organization to identified stakeholders and the public.

The following is our proposed scope of work in communications management, media relations and digital communications that will achieve the Client's objectives:

A. Communications Management & Media Relations

1. The Contractor at the request of the Client shall attend City meetings and events to keep abreast of priorities and programs while promoting and distributing such information in a timely manner to news media, government officials and community stakeholders.
2. The Contractor will work with the Client to audit current communications policies and procedures, and provide written recommendation memorandums to establish city administrative policies and procedures that are transparent and provide correct information in a timely manner.
3. The Contractor will meet weekly and provide a status report to the Client on all communications activities.
4. Create and maintain editorial calendar for news media, Internet and social media content.
5. Collaborate with the Client's Executive team to establish goals and objectives by providing consulting advice regarding intergovernmental relations, news media, strategic public relations, Internet and social media communication channels.
6. Lead in the creation and editorial management of all collateral materials such as a digital newsletter as approved by the Client.
7. Write and copy edit any content as needed for news media such as press releases using AP style guidelines as requested by Client.
8. Pitch news positive stories and manage press conferences.
9. Monitor media for relevant stories regarding Client and issues;
10. Train Client and staff on media spokesperson techniques and prepare for interviews.
11. Lead in the creation and establish two-way communication channels that will share objective and timely information to the public.

12. Collaboration with the Client with the creation of a digital newsletter by providing editorial, layout and copy writing services.

B. Digital Communications Management

Digital communications is a crucial component of an effective communications strategy. It allows the client to engage targeted stakeholders in two-way communication channels that build trust, loyalty and credibility. These shared values are key factors that permit the organization to drive information to its stakeholders while assisting to achieve its goals and objectives.

Digital communications also allows the organization to deliver real-time messages to audiences and conduct online assessments by monitoring stakeholders and the public for opportunities to promote organizational goals as well as identify potential risks.

1. Analysis: Conduct a thorough analysis of the current digital communications strategies and plans in order to establish a baseline that will be used to set measurable communications goals and objectives. As part of the analysis, we will use existing analytical data and/or establish new analytical data to be used in our weekly reporting.
2. Plan: Develop a digital communications plan as a part of the overall communications plan that will establish measurable goals and objectives in the set timeline as well as establish benchmarks and measurements in order to determine ROI of the work carried out.
3. Branding: Establish and brand new social media profiles, and if necessary rebrand current profile to keep with a consistent look and feel of the client.
4. Management: As part of our daily monitoring, we will establish a social media management that will allow us to engage, publish, monitor and obtain analytics across multiple social network sites.
5. Content Creation: Collaborate and create content and digital media as outlined in the communications plan and editorial calendar as well as impromptu and trending events relative to the client as they occur.
6. Publishing: Establish a digital media editorial calendar as part of the overall editorial calendar as well as publish written and digital content daily for the website and all social media platforms.
7. Engagement: Provide daily user engagement of all social media profiles and answer all inquiries and messages.

8. Monitoring: Conduct daily keyword monitoring and review relative trending issues in social media.
9. Reporting: Provide weekly reporting of digital platform analytics on website, emails and social media platforms.
10. Manage the maintenance and updating of all website content that include written and digital media.
11. Provide recommendation on best industry practices and utilize the website to provide public information in order to achieve objectives
12. Utilize email marketing software and maintenance account.
13. Manage email subscription lists and provide weekly maintenance.
14. Set up HTML emails for distribution as well as provide layout and copy edit of content.
15. Manage the scheduling HTML emails to be delivered in a timely manner.

VI. PERIOD OF PERFORMANCE

The Contractor shall perform the following scope of work from the date of the signed agreement for a six-month period with an annual option to renew to provide the professional services listed.

Contractor shall provide communication services for the Client within the retained agreement shall not to exceed 60 hours per month. Additional time exceeding 60 hours shall be approved by the Client.

Client Contact	Daily Communication via Phone or Email: 15-30 minutes
Real Time Keyword Social Media Monitoring (Reputation Mgmt)	20 Keywords
Profile Management & Monitoring	10 profiles max
Digital Communications Community Engagement Time	Mon.-Fri.: 8:00 am to 4:00 pm: Minimum 60 minutes daily – am & pm split. Sat. & Sun.: 1:00 pm to 4:00 pm respond to social media direct messages only

Rapid Response	Monitor and delete negative comments Mon.-Sun. 8:00 am to 4:00 pm or upon notice by Client
Daily Tasks	Unlimited respond to social mentions and questions
	Share up to three (3) relevant post on each profile and up to 5 relevant articles on Twitter
	Comment on five (5) posts; Like ten (10) posts on each profile
	Upload, save and post digital media to social media
	Build Fan Base: add at least 5 people each profile
Weekly Tasks	Manage content calendar
	Weekly analytics and written status reporting
	Manage users and all digital platforms
	Create & publish three (3) original piece of content
	Create targeted ad/sponsorship for two (2) post
	Create and send one (1) HTML email to support social media efforts
	Creation of Weekly Messaging with Client
	Weekly Communications Team Meeting
Monthly	Monthly strategy and status meeting
	Expense Reporting and billing on communications software, subscriptions, and communications services
	Maximum two (2) social media live events

VI. PLACE OF PERFORMANCE

The Contractor shall primarily operate and execute the scope of work listed out of it's offices in Whittier, California or any other offices the Client designates. In addition, the Contractor may need regular access to the Client's place of business to work and conduct meetings.

The Contractor will attend events, press conferences, and other type of events at various locations as requested by the Client in order to execute work tasks.

VII. DELIVERABLES SCHEDULE

The Contractor will provide a weekly written report on all deliverable activities.

The Contractor written Communications plan within 60 days of the execution of this Schedule of Work that was agreed upon by the Client. The Communications plan will include clear goals and objectives as well as set timelines as agreed up the Contractor and Client.

VIII. FEES & COSTS

The Client will provide Consultant a retainer fee of \$5,000.00 monthly for services rendered as outlined in the scope of work from the execution of the agreement through six months as agreed up with the option to renew the agreement.

The Client shall pay the monthly retainer for services to the Consultant on the first of each month.

Any partial month payments shall be pro-rated based on the number of business days (M-TH), not including listed holidays as operated by the Client for that specific month.

In the event that the Contractor is required by the Client to work over maximum hours for increase workload for any special projects that includes crises management, the following is the billable hourly rate for services **with the Client's written approval**:

Blue Icon Communications Schedule of Hourly Rates Effective as of January 1, 2018

<u>Name</u>	<u>Standard Rate</u>
Louis R. Reyes, Principal	\$110.00
Cecilia Gomez Reyes, Partner	\$ 95.00
Account Executive	\$ 75.00
Sr. Graphic Designer	\$ 75.00
Account Coordinator	\$ 30.00
Jr. Graphic Designer	\$ 30.00

The Client is responsible for all costs associated with the strategic communications and management as outlined in this agreement. This includes but not limited to monthly subscription services, graphic design services, printing costs, vendor registrations fees, postage, and software as approved by the Client.

VII. Miscellaneous

A. Termination

This agreement may be terminated early: (a) by Client, if the Contractor fails to perform his/her duties or materially breaches any obligation in the agreement, and the failure or breach is not corrected within five days of receiving written notice from Client (b) by Contractor for any reason, on the provision of two weeks written notice and with the expectation of a fully documented and successful file transition for any billable or non-billable matters Contractor is involved in; or (c) by Client for any reason, on the provision of two weeks written notice.

B. Confidentiality

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by either of the parties in any manner or form, directly or indirectly, to any person or entity under any circumstances.

Contractor shall not discuss, comment upon, disparage, or disclose any information, in any manner or form, directly or indirectly, to any person or entity about:

- (1) the Client
- (2) the Client's family, officers, directors, agents, other employees, or other representatives;
- (3) any aspect of the Client's business or operations;
- (4) any aspect of Contractor's employment with the Client.

Further, the Client shall not discuss, comment upon, disparage, or disclose any information, in any manner or form, directly or indirectly, to any person or entity, about Contractor and/or its business operations.

The parties shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by either of the parties, would constitute a violation of this section. Any violation of this section by either of the parties shall be deemed a material breach of this agreement.

VIII. AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

I, _____, agree to the professional services provided by Blue Icon Communications as listed in the statement of work provided within this proposal dated April 20, 2018 along with fees, payments, and conditions as set forth.

CLIENT

SIGNATURE: _____

NAME & TITLE: _____

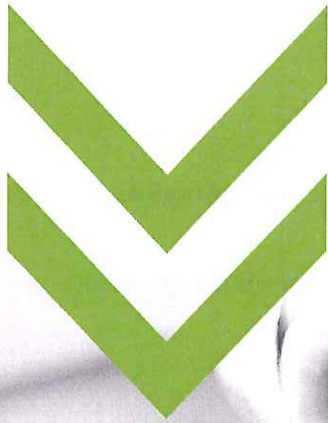
DATE: _____

CONSULTANT

SIGNATURE: _____

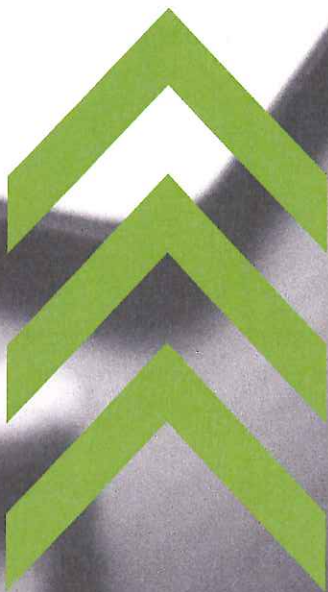
Louis R. Reyes, Principal, Blue Icon Communications

DATE: _____



CITY OF MONTEBELLO

Public Education, Information and Transparency Program



Celtis

CELTIS VENTURES INC.
811 N. Catalina Avenue
Suite 3022
Redondo Beach, CA 90277
310.374.7570

Public Education, Information and Transparency Program

Montebello is a vibrant community and the industrial heart of the Los Angeles Complex

The City of Montebello is entrusted with keeping “the heart” pumping – providing superior police, fire, transportation, planning and public services.

The City of Montebello is in a period of transition where near-term decisions will have lasting impacts on our citizen and business environments.

Public education, information and transparency is imperative to Montebello’s success. We need to deliver clear, concise and correct information to our constituents, residents and the business community.

Residential and business communities must be engaged in our planning and delivery process as we move forward. We must establish mechanisms for relevant communications with the communities we serve.

The City of Montebello needs to:

- Inform the public of what’s occurring with the various City departments - highlighting accomplishments and achievements
- Provide a platform where the public can get timely and accurate information
- Push out relevant information about the City, its issues, activities and opportunities.
- Communicate the benefits of living here and opening or relocating a business here
- Promote the positive aspects of the what is taking place in the City
- Instill pride and interest in the community

A consultant is needed to:

- Work with staff to enhance communications to get the word out about exciting City activities, programs and projects
- Update our website to establish cityofmontebello.com as a trusted communications channel and valued public (non-political) resource for factual, relevant and timely City information
- Capitalize on exiting social media outreach (building on what we have started) to develop targeted information and education campaigns
- Optimize City budget by reducing redundancies, streamlining outreach using more effective digital media
- Improve public, community and media relations through proactive, transparent and consistent and coordinated communications
- Establish a positive and respected City of Montebello brand

An initial six-month pilot project to:

| PROPOSAL

- Assess current communications, education, outreach and external relations efforts
- Recommend specific actions for improvement
- Update and augment website and digital communications
- Provide comprehensive communication support services on a fixed monthly budget
- **Depending on results and success, continue with program through the fiscal year**

Celtis Ventures, Inc (Celtis) as the consultant:

- Celtis is a full-service communications firm specializing in building public brands
- Celtis developed and implemented similar programs for the public and private sector (including helping LA Metro position themselves for the recent passage of Measure M)
- Celtis is an established vendor with the City having successfully introduced the real-time information program for our transportation division
- Celtis is a one-stop shop, providing complete in-house web and digital support
- Celtis has a great track record for success in working with staff to rapidly enhance engagement, improve perception and enhance the public brand

Proposed scope of work:

- **Deliver Comprehensive Assessment and Recommendations**
 - Assess current communications and social media processes
 - Assess historical performance (by department)
 - Assess previous traditional and digital communications
 - Assess available creative assets (photography, video, GIFs, info graphics, etc.)
 - Align communications program with City vision/plan
 - Provide strategy recommendations, performance goals and path forward
- **Update/Augment Digital Media Program**
 - Develop monthly posting calendar, including copy and creative
 - Schedule posts
 - Monitor performance, engagement and comments
- **Update/Augment Website**
 - Review website metrics and engagement
 - Identify areas for improvement
 - Provide recommendations and technical support for updates, augmentation and maintenance
- **Implement Programs to Establish/Strengthen City Brand**
 - Review departmental communications
 - Explore synergies in activities
 - Explore standards in graphics and practices
 - Identify opportunities to strengthen the City of Montebello brand
- **Meetings and Reporting**
 - Provide monthly report cards tracking performance metrics from month to month
 - Provide wrap report at the end of the six-month pilot with performance metrics and future recommendations.

Timeline of Tasks and Monthly Fee

This timeline reflects time estimates delivery of various tasks described in the proposal. Many tasks will take place simultaneously. Celtis is capable to deliver on very tight timeframes and will provide specific dates/schedules when as the project moves forward.

Assessment

Week One

- Comprehensive Assessment
- Analyze current practices
- Identify and engage key personnel
- Research and gather relevant information
- Review website construct opportunities

Content Collection/Creation

Week Two

- Identify key content/messages
- Make recommendations based on findings
- Establish voice/tone
- Design outreach structure
- Craft relevant language
- Write/draft copy

Information Design and Production

Week Three

- Develop digital layouts
- Create/apply branding elements

Information Dissemination

Week Four

- First round of information dissemination
- Edit document as needed

Ongoing Delivery

Monthly

- Push out City information
- Utilize multiple digital media channels
- Aggregate messages on monthly e-blast

Fixed Monthly Fee

\$7,500

- Fixed monthly fee
- Six month review of program
- Extend through fiscal year if desired

Celtis will deliver...

COMPLETE UNDERSTANDING

A dynamic team of professionals that understands where you are, where you want to go, and how to get there. Perspective honed through actual implementation.

COLLABORATIVE PARTNERSHIP

A partner that values synergy in relationships and works with you to achieve optimal results. We build off of engagement with our partners. The best idea wins – regardless of the source.

A CLEAR PATH FORWARD

Unparalleled success strategically moving the needle and delivering results is what Celtis does best. Proven planning and implementation methods that are established at the onset.

REAL-WORLD PERSPECTIVE

Seasoned professionals that remain perpetual students of the customer. We strive to succinctly absorb, process and deliver insightful counsel. Dynamic times call for decisive measures.

NO SURPRISES

Step-by-step planning and implementation. You'll always know what to expect and when its coming. Our goal is to always make you look good.

BEST-IN-CLASS THINKING

Marketing tenacity that is second to none. We approach opportunities from a customer perspective. We take a macro and micro view in 360 degrees. We pride ourselves in providing alternatives and solutions that deliver.

REAL-TIME REPORTING

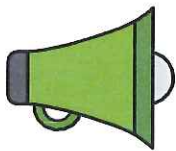
Confidence in knowing exactly what is happening in real time. We put systems in place so you are always in the know. Reporting on success is what we do best.

RESULTS

Success at every level. The Celtis team is a strike force of marketing and communications professionals who have worked side by side throughout the years to deliver unprecedented results.

Client success is our highest priority

Celtis invests in top talent to ensure delivery is flawless, objectives are rapidly achieved and goals are wildly exceeded. Our capabilities span a broad range of technologies, media, and approaches.



ADVERTISING

- Campaign development & strategy
- Ad creation
- Digital/social media planning
- Print/Radio/TV media planning
- Environmental media planning



MARKETING

- Strategic planning
- Customer generation
- Revenue maximization
- Perception/awareness raising



DIGITAL MEDIA

- Website development
- Social media management
- Email marketing
- Mobile app development



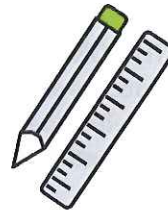
COMMUNICATIONS/PR

- Media relations
- Crisis communications
- Government relations
- Election preparation



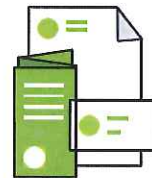
EVENTS/COMMUNITY RELATIONS

- Event management
- Press conferences
- Community engagement
- Business outreach



CREATIVE SERVICES

- Art direction
- Graphic design
- Copywriting
- Video production
- Photography



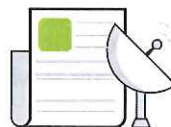
BRANDING

- Brand development
- Brand management
- Graphics standards
- End-to-end customer experience



MARKET RESEARCH

- Competitive analysis
- Surveys
- Focus groups
- Data analytics



PRODUCTION

- Print
- Broadcast
- Digital/video
- Direct mail



PROJECT MANAGEMENT

- Strategic planning
- Metric evaluation/optimization
- Use of best practices
- Reporting

Celtis Personnel

| PERSONNEL



MATT RAYMOND | President/CEO

Accomplished marketing, communications and branding expert

EXPERIENCE Led marketing and communications, Denver RDT; Dallas DART; Los Angeles Metro (25 years)

EDUCATION University of Colorado (MPA, MS, BS); Mineta Transportation Institute (Faculty)

ON THIS PROJECT Oversee development of RFP



SUSANA ANDRES | Project Manager

Skilled marketing communications project manager

EXPERIENCE Senior Account Executive for LA Metro (10 years)

EDUCATION Mineta Transportation Institute, San José State University (Transportation Management MS); California State Polytechnic University Pomona (Communications BS)

ON THIS PROJECT Project Manager; main contact, tracking and managing project, liaison between client, design team



JUSTINE HALL | Graphic Designer

Detail-oriented, production-minded InDesign maven

EXPERIENCE Display design and production, client communications, and installation, LA Fabricators; Barnacle Bros. Custom Sculpture and Fabrication (7 years)

EDUCATION Otis College of Art and Design (Communication Arts: Illustration BFA)

ON THIS PROJECT Lead designer (for RFP)



CRISTINA BONNICI | Manager of Business Operations

Skilled project manager and administrative wizard

EXPERIENCE Taco Bell Corporate; Golden Globes; the American Foundation for Suicide Prevention (10 years)

EDUCATION California State University Fullerton (BA Radio/TV/Film)

ON THIS PROJECT Manage administration and document preparation



DEVON CICHOSKI | Communications Director

Seasoned director of marketing, outreach and communications programs

EXPERIENCE Managed community, media and public relations for Los Angeles Metro, Solar World and Enviro Issues (19 years)

EDUCATION Northwestern University (BA); California State University, Long Beach (teaching credential)

ON THIS PROJECT Provide content writing and quality control



BRIONNA SIMONS | Project Manager

Skilled client relations manager, writer, marketer

EXPERIENCE Sales & marketing coordinator, service manager and marketing coordinator for Cook Company Consulting, VillaSport Athletic and Mandarin Oriental Hotel Group (6 years)

EDUCATION MS Marketing Daniels College of Business, Denver University; BS Marketing UNLV

ON THIS PROJECT Manage administration and document preparation

Celtis Personnel



EMILY KIRWAN | Digital Marketing Director

Social branding, direct marketing, engagement specialist

EXPERIENCE Marketing & brand manager at Froozer, Amani ya Juu (6 years)

EDUCATION Baylor University, Waco TX (International Business/Non-Profit Marketing BBA)

ON THIS PROJECT Digital media (if required)



GEORGINA ARTIGA | Art Director

Skilled graphic and environmental design expert

EXPERIENCE Los Angeles Metro; Quiksilver (10 years)

EDUCATION Otis College of Art and Design (Communication Arts: Graphic Design)

ON THIS PROJECT Art director



JAMES EWING | Web Director

Highly skilled website builder, creator, maintainer

EXPERIENCE Westlake Audio Engineering; Media Tech (15 years)

EDUCATION University of Phoenix (BS Finance); General Assembly, Los Angeles CA (Web Development Immersive)

ON THIS PROJECT Provide web support (if required)



SANDRA GONZALEZ | Assistant Project Coordinator

Bilingual marketing assistant, copywriter, event planner

EXPERIENCE Administrative and logistical support for multiple clients and projects (1 year)

EDUCATION California State University Northridge (Journalism and Chicana/o Studies BA)

ON THIS PROJECT Assistant Project Manager with administrative and logistical functions; provide proofreading, copywriting and editing



CAROLINA CHAVEZ | Graphic Designer

Skilled, versatile, focused Adobe program wiz

EXPERIENCE Creative direction, design and marketing, Big Brothers and Big Sisters of Greater Los Angeles; El Camino College; Sierra Club (4 years)

EDUCATION California Polytechnic University of Pomona (Fine Arts/Graphic Design and Marketing Management/Art History BFA)

ON THIS PROJECT Design support



RACHEL LEHN | Digital Media Manager

Creative social media manager & digital specialist

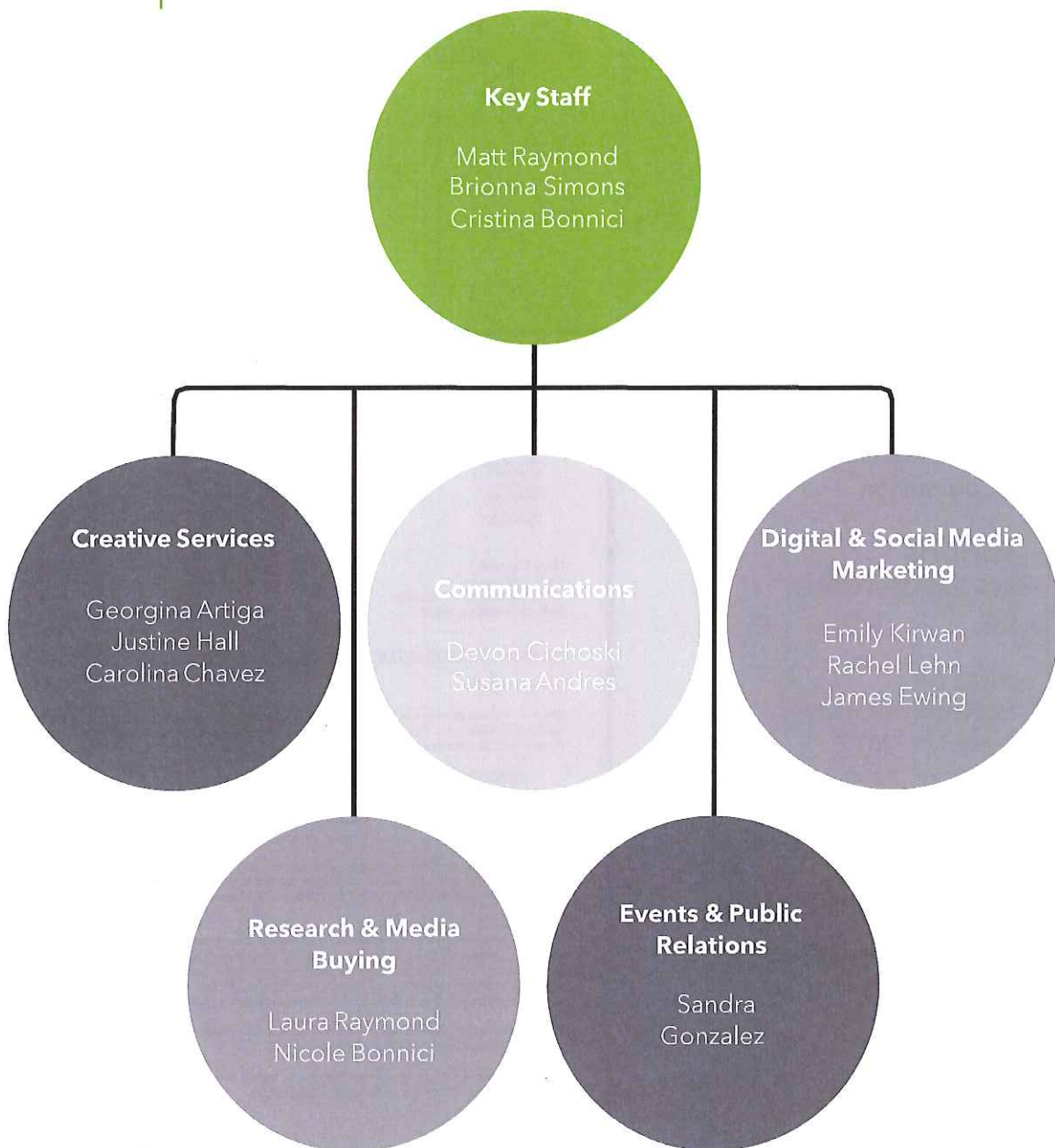
EXPERIENCE Business Ops Manager, Perfect Search Media (5 years)

EDUCATION BA Interpersonal Communication, Studio Art, Wheaton College

ON THIS PROJECT Writing and digital media support

Here's how we make it work...

Among our teams greatest strengths is our ability to work together collaboratively. We do everything in-house, sharing a creative space where we can bounce ideas off one another while receiving feedback from on another that fosters growth and development. The quality of our work is largely a product of our synergy; while we all come from our own areas of expertise, we wear many hats and create multilaterally.



About Celtis...

ENTITY

Celtis Ventures, Inc. (Celtis)
811 N. Catalina Ave,
Suite 3022
Redondo Beach, CA 90277

WEBSITE

www.celtis.com

FEDERAL ID

464473426

D & B NUMBER

2-354-9349

NAICS

54161
541613
54182
54182
541430

CORPORATION TYPE

S Corporation

STATE OF INCORPORATION

CA

DATE OF INCORPORATION

January 1, 2017
(LLC form 2000-2016)

BANK OF RECORD

Bank of America
Hermosa Beach, CA 90254

FINANCIAL STANDING

Excellent

DEBT

None

PENDING LITIGATION

None

CERTIFICATIONS

SBE (file 171)
SWBE (pending through Caltrans)

NUMBER OF YEARS IN BUSINESS

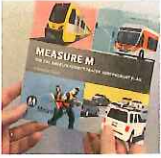
Six

YEAR OF ESTABLISHMENT

2012

BOARD OF PUBLIC WORKS MEMBERS KEVIN JAMES PRESIDENT HEATHER MARIE REPENNING VICE PRESIDENT MICHAEL R. DAVIS PRESIDENT PRO TEMPORE JOEL F. JACINTO COMMISSIONER LUZ M. RIVAS COMMISSIONER FERNANDO GARCIA EXECUTIVE OFFICE		CITY OF LOS ANGELES CALIFORNIA  ERIC GARCETTI MAYOR	JOHN L. REAMER, JR. Inspector of Public Works and Director BUREAU OF CONTRACT ADMINISTRATION 1140 S. BROADWAY, SUITE 300 LOS ANGELES, CA 90015 (213) 847-1822 http://cna.lacity.org
Laura Raymond Celtis Ventures, Inc. 811 N. Catalina Ave., Suite 3022 Redondo Beach, CA 90277		May 22, 2017 File No. - 171	
RE: SMALL BUSINESS ENTERPRISE (PROPRIETARY) CERTIFICATION APPROVAL			
Dear Ms. Raymond:			
Based on a thorough review of the submitted documents, we are pleased to inform you that your firm has been certified as a Small Business Enterprise (Proprietary) and has been placed in the SBE (Proprietary) Database as a firm specializing in:			
NAICS Codes 541511 541613 541430	Description Custom Computer Programming Services Marketing Consulting Services Graphic Design Services		
This certification is valid for two years from the date of this letter. If there are any changes in your firm that may affect your eligibility as a small business, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.			
The City reserves the right to withdraw this certification if at any time, it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of Celtis Ventures, Inc. hereby consents to the examination of its books, records and documents by the City.			
Your SBE (Proprietary) certification status will be honored by each of the Proprietary Departments of the City of Los Angeles (i.e. LAWA, Harbor, and DWP).			
For information on contracting opportunities, and to register your firm as certified SBE (Proprietary), please register or update your profile at http://LABAVN.org .			
AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER			

How Celtis helps...



Helped Metro pass Measure M – two ½-cent transportation sales taxes – with 70% approval!



Created branded capital improvement for LA Metro – most aggressive construction program in transit history



Built comprehensive branding program around new VCTC bus design



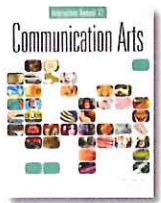
Redesigned bus fleet for VIA (San Antonio)



Rebranded LACMTA into LA Metro



Launched first BRT in Los Angeles for Metro achieved 20-year ridership goal in just two years



Helped LA Metro become the first public brand ever featured in Communication Arts



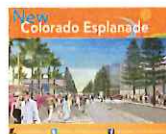
Positioned DART (Dallas) for largest bond election victory in Texas history



Improved customer satisfaction by 40% for LA Metro



Led passage of ½-cent transportation sales tax for LA Metro – won by 2/3 vote



Introduced multi-modal Colorado Esplanade for Santa Monica– the city's gateway to rail



Created campaign that generated 96% awareness and 84% support for a LA Metro



Launched 24 major rail and rapid transit projects in Denver, Dallas and Los Angeles



Created one of the most successful transportation outreach campaigns in history – “Carmageddon” for LA Metro



Increased discretionary transit ridership for LA Metro by 50%

Going Bold on Measure M Nets Unprecedented Results

WHAT: Communications plan; design; implementation

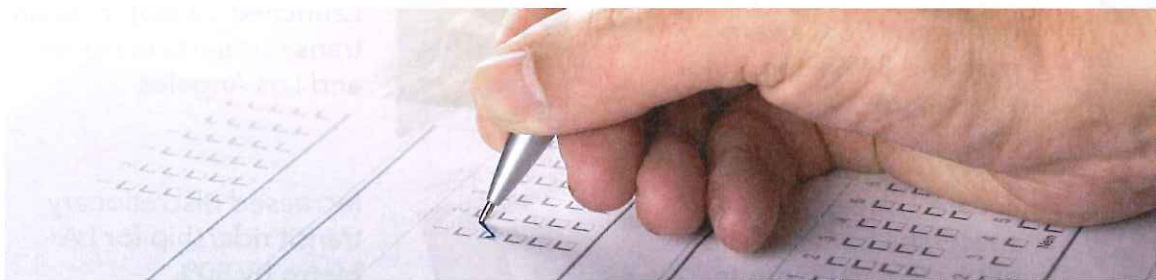
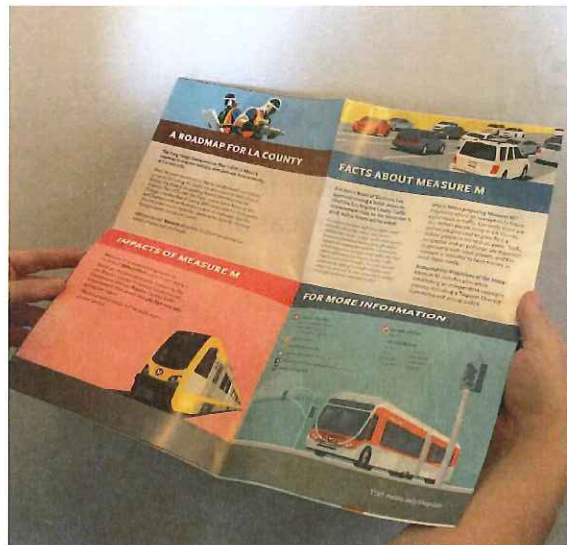
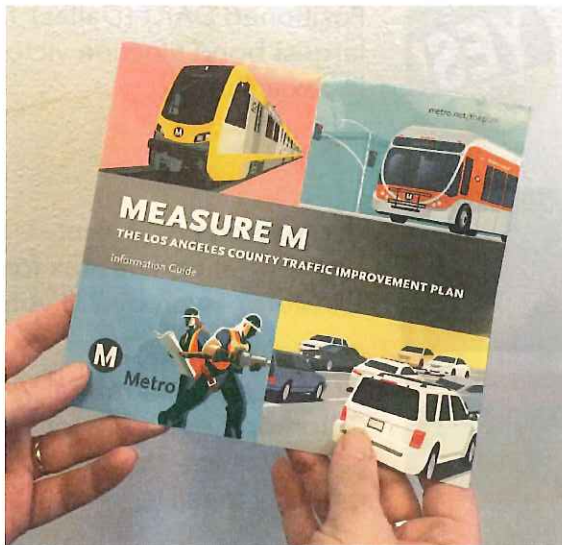
WHO: Los Angeles County Metropolitan Transportation Authority (Metro)

WHY: In 2012, (absent the Celtis team) Metro attempted but failed to pass Measure J (an extension of Measure R) by a very narrow margin. Heading into the 2016 presidential election, Celtis was hired by Metro to help guide them through the election process. An extension of Measure R and/or a completely new plan was being considered.

HOW: The first step was research to determine voter support. Conventional wisdom favored taking smaller, more measured steps (an extension) but research revealed that a bolder path was in order. In fact, the more we attempted to scale back or limit the proposed measure, the less support it received. The plan was to go bold – move forward with both a new permanent tax and a permanent extension – an approach that had never been undertaken before. It was daring but simple: create an easily identifiable and highly supported goal (ease traffic) and fly it under the banner of “Measure M.” The M symbol was used heavily in Metro marketing and gave the campaign immediate brand awareness. All materials highlighted the benefits with projects clearly identified.

WOW: Delivers an overwhelming YES – with 70% approval

KEY PERSONNEL INVOLVED: Matt Raymond



An Evolving Brand Refresh Breathes New Life Into Trusted Local Agency



WHAT: Rebranding; communications plan

WHO: Santa Barbara Metropolitan Transit District (MTD)

WHY: Santa Barbara's MTD operates a stable, long-standing transit service in the vibrant communities of Santa Barbara's South Coast. Despite these strengths, the agency functions under an aging brand and its ridership is in decline.

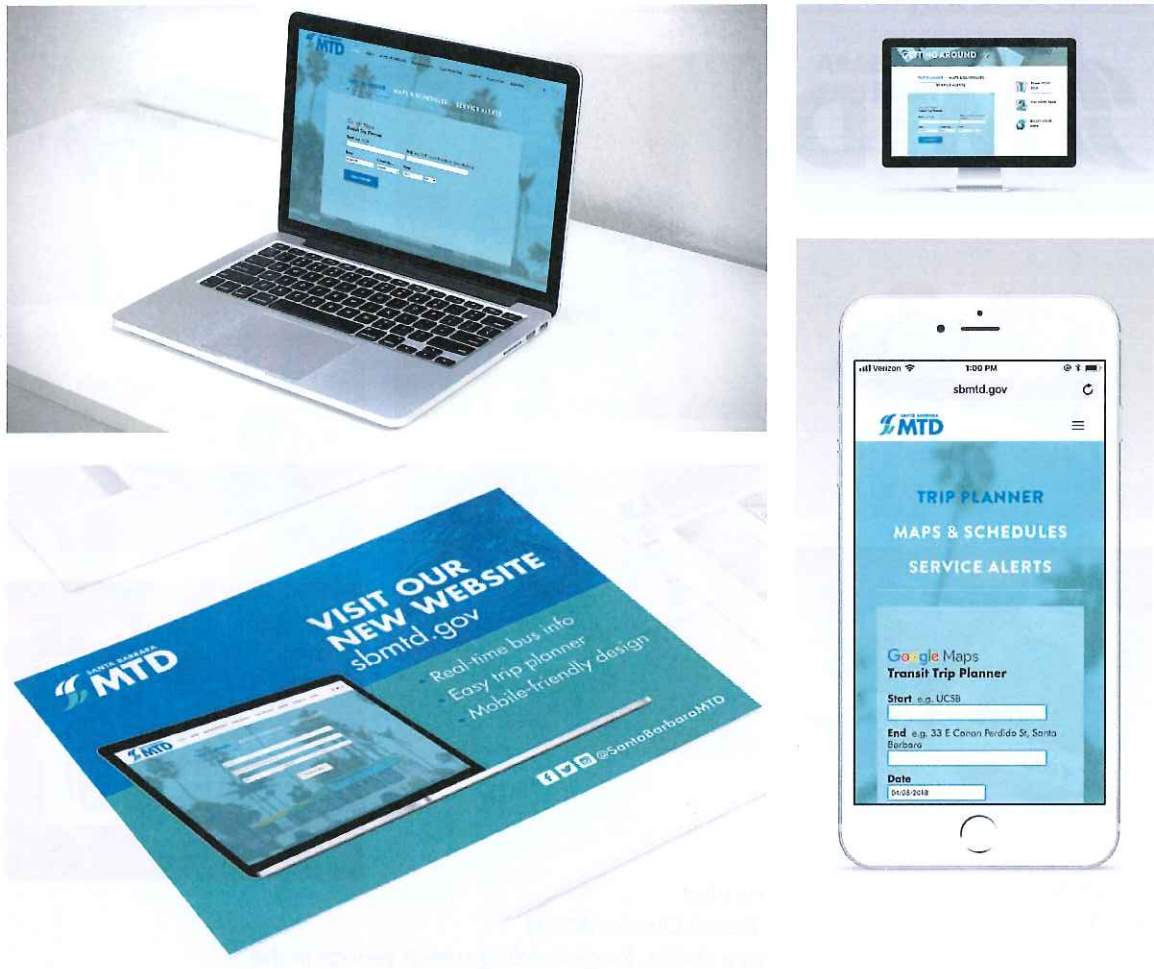
HOW: To improve awareness and perception, and attract new riders, the agency hired Celtis to conduct a brand refresh. Celtis kicked off the process by developing a new logo and color scheme for the agency. The brand needed to be inclusive of all constituents and not favor any single jurisdiction. The new logo (approved in 2017) draws inspiration from the region's most beloved assets: rolling waves, blue water and the winding Pacific Coast Highway.

Celtis is also working with MTD to develop and implement a comprehensive branding plan that extends the new look to every aspect of the agency, from vehicles and facilities to customer information and digital communications platforms. The goal is to strategically phase implementation to make as large an impact as possible.

WOW: New brand positions venerable transit operator for future growth

KEY PERSONNEL INVOLVED: Matt Raymond, Georgina Artiga

Extending Santa Barbara MTD's Brand to a Web Redesign



WHAT: UX/UI development; design; branding

WHO: Santa Barbara Metropolitan Transit District (MTD)

WHY: After Celtis finished a complete rebranding effort for MTD, the agency sought to update its website. The old site was visually outdated and organizationally cluttered. It was heavy with text and lacked a responsive, mobile-friendly design.

HOW: The Celtis web, design and project management teams worked with MTD to provide an aesthetically pleasing and easy-to-navigate website. Building the site from the ground up, Celtis incorporated clean, modern design, a mobile-responsive user interface and streamlined copy. The site integrates seamlessly with MTD's social media, email, and other digital marketing tools.

WOW: The new MTD site launched in February 2018, fully streamlining the look of the site to reflect the agency's refreshed brand

KEY PERSONNEL INVOLVED: Matt Raymond, Georgina Artiga, James Ewing

Strategic Outreach Campaign Urges Angelenos to "LA UP"

WHAT: Outreach; implementation; public awareness

WHO: Los Angeles County Universal Preschools (LAUP)

WHY: LAUP is a 10-year-old non-profit organization whose mission is to support the development of the whole child, grow a qualified and diverse workforce, and strengthen family engagement. The organization creates and sustains strategic partnerships and advocates for policies that promote access and program excellence. Since 2005, LAUP has prepared more than 115,000 children for kindergarten and beyond by funding, rating and raising the level of quality preschool programs throughout Los Angeles County.

HOW: Celtis helped LAUP establish its brand through an aspirational, adaptive digital marketing campaign. The online campaign achieved over 10 million impressions with an extremely limited budget and drove 24,000 people to the LAUP website. The campaign associated the organization with "UP" – look up, stand up, grow up, speak up and more.

WOW: "LA UP" triples website engagement

KEY PERSONNEL INVOLVED: Matt Raymond



VCTC's Branded Outreach Builds Support



WHAT: Marketing; rebranding; public awareness

WHO: Ventura County Transportation Commission (VCTC)

WHY: VCTC was interested in going to the public with an initiative to fund Ventura County's Long-Range Transportation Plan (LRTP). Previous attempts garnered 42% approval. VCTC needed a comprehensive communications and outreach effort to build support.

HOW: Celtis leveraged VCTC's most visible brand asset – its newly painted bus fleet – to construct a consistent research-based messaging platform that included direct mail, print advertising, website, digital marketing, radio, signs, and bilingual communications.

WOW: Garner's 48% initial favorability and 60% approval at the ballot box

KEY PERSONNEL INVOLVED: Matt Raymond, Georgina Artiga, James Ewing

Reinventing the Public face of San Bernardino Agency Bridges Gap Between Awareness and Approval



WHAT: Public outreach; design; implementation

WHO: San Bernardino County Transportation Authority (SBCTA, formerly SANBAG)

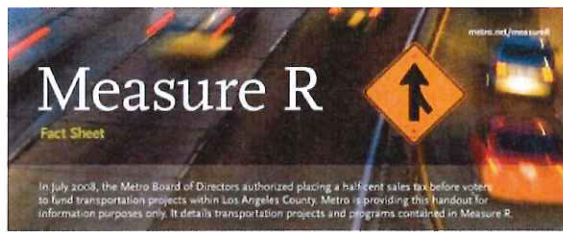
WHY: SANBAG, the San Bernardino Associated Governments, was the transportation planning agency for San Bernardino County. While it has been behind major improvements in the region, few people are aware of its activities or accomplishments. Research was conducted that revealed only 23% of residents were aware of SANBAG, yet their projects and programs received a favorable rating of 78%. The goal was to bridge that gap.

HOW: On January 1, 2017, SANBAG became SBCTA. Celtis created a brand for SBCTA to compete with major players in the region. The plan was to use the agency's new identity consistently across projects and programs and to position SBCTA as a major player in the region. The new brand was applied across all communication platforms and incorporated strict guidance for use among partner agencies. The goal was to accelerate the introduction to make as large of an impact as possible.

WOW: Rebranding to build support (from 23% to 78%) and become a major player in the region

KEY PERSONNEL INVOLVED: Matt Raymond, Georgina Artiga

Other Success Stories



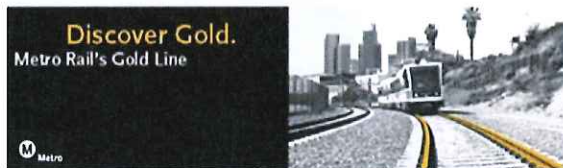
"MEASURE R" TRANSPORTATION SALESTAX WAS VICTORIOUS

Initiated and led the 68% passage of a transportation sales tax initiative (Measure R) in Los Angeles County. The public information campaign showcased a simple 5-point plan to relieve traffic congestion in the region. The Measure will generate \$40 billion over 30 years and fund over 24 projects the region.



MONTEBELLO BUS LINES MOBILE APP REDUCED PHONE CALLS BY 50%

RideMBL campaign launched a new AVL system that resulted in a 50% reduction in customer inquiries on the costly and labor-intensive telephone customer information service.



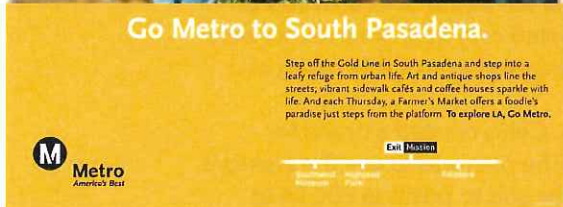
"DISCOVER GOLD" REINTRODUCED LIGHT RAIL TO LOS ANGELES

Discover Gold was the first rail grand opening campaign in more than a decade in Los Angeles. The success of the campaign and the new alignment served as the launch to a completely revitalized rail program in Los Angeles County.



"DESTINATION" SERIES PROMOTED 50 LOCATIONS REACHABLE BY RAIL

"Destination" series continually featured popular attractions reached by system. Nearly 50 destinations were promoted; system connectivity touted; increases in reported attendance – by as much as 20%.



"OPPOSITES" POSITIONED LA METRO AS THE HERO THE AWARD-WINNING

The "Opposites" campaign was one of Metro's most popular and successful in terms of positioning transit as the solution to the problem of high gas prices and traffic. This campaign helped secure new riders and greatly contributed to a transportation sales tax victory in Los Angeles.



CELTIS VENTURES INC.
811 N. CATALINA AVENUE
SUITE 3022
REDONDO BEACH, CA 90277
CELTIS.COM

ABOUT CELTIS:

Celtis is a full-service, marketing, communications and branding firm dedicated to delivering results

CLIENTS





CELTIS VENTURES, INC.
Matt Raymond
President & CEO

811 Noth Catalina Avenue
Suite 3022
Redondo Beach, CA 90277

310.374.7570
celtis.com

Celtis Rate Sheet

Principal

Hourly Rate

\$ 225

Account Service

Director

\$ 175

Manager

\$ 125

Coordinator

\$ 75

Creative Services

Creative Director

\$ 175

Art Director

\$ 150

Copywriter

\$ 150

Sr. Designer

\$ 110

Graphic Designer

\$ 80

Web Services

Director/Designer

\$ 175

Developer

\$ 150

Content Coordinator

\$ 100

Digital Services

Director

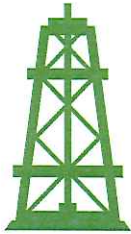
\$ 150

Content Manager

\$ 125

Content Coordinator

\$ 85



City of Montebello Branding and Community Outreach



Attention:

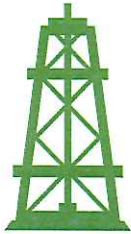
City of Montebello
Attn: Danilo Batson, Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640

AGENCY: **ETA**



Prepared By:

Cindy Allen, President
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COVER LETTER

Dear City Management:

We are experts in the development and implementation of branding campaigns that foster open and transparent communication.

An effective city branding campaign will need to activate and engage residents, businesses and stakeholders. There are so many positive projects and work being done in the City of Montebello that need to be articulated to the community to promote city confidence and city pride. ETA is uniquely qualified to become an extension of the City of Montebello team and able to offer a suite of services that will help accomplish an effective city branding and community outreach campaign.

Our experience includes core competencies in branding, public relations, campaign strategy and planning, advertising/media planning and placement, art direction/graphic design, creative development, web design and informational materials. ETA is a leader in digital marketing, social media, video, 3D and cross-platform web design. This expertise has helped guide many of our clients, especially in the digital age. We are the emerging innovators for the public sector and help our city clients highlight all the good work that they are doing in their departments.

ETA is attentive to client needs, timeframes and budgets and adjusts its services to each specific client. This allows the agency to turn around projects in a timely manner. ETA is an innovative and resourceful partner, consistently staying abreast of the latest trends while maintaining a commitment to the best industry practices for our government clients.

Our team is composed of a group of strategists, writers, art directors, digital developers and production managers who are passionate about engaging city brands. In fact, our strategic insight and creative passion are attributes we believe to not only be a gift, but a driving force—hence why “powering creative ideas” became our agency tagline. ETA has the skill level both as an agency overall as well as the experience of individual team members to meet the strategic objectives of developing branding campaigns with a vision that is bold, transformative and engaging.

Kindest Regards,



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FIRM PROFILE

Agency ETA is a full-service communications agency known as a resource for solid creative solutions, and for its excellent credentials and outstanding business integrity. The company was incorporated in August of 2005 and is led by Cindy Allen, a highly regarded marketing and communications expert.

ETA has a vast amount of experience in the government sector and has worked on numerous branding and community outreach projects for the City of Long Beach, Valley Vista Water Department, Long Beach Water Department, Newport Beach Police Department, City of Redlands, Rancho California Water District, Pasadena Fire Department, City of Encinitas, Port of Long Beach, LB Transit, Long Beach Auditor's Office and Riverside Public Works just to name a few.

ETA has cultivated a diverse and ever-expanding repertoire of available skills and services. ETA is able to adjust its services to each client, allowing the agency to turn around projects in a timely manner and with tight deadlines. Committed to expanding the agency's reach, ETA is ever evolving as an innovative and resourceful partner in the government sector, consistently staying abreast of the latest trends while maintaining a commitment to best industry practices.

ETA is an award-winning agency, having received numerous accolades including One Club Creative Showcase for the awareness campaign for Newport Beach Police Department's "The Stolen Collection." The campaign also won the Golden Hub of Innovation Award in Public Safety from the Association of California Cities – Orange County (ACC-OC). In addition, ETA won four ADDYs and four CAPIOs for Long Beach Water's MissionH2OLB campaign for water conservation, City of Redlands and Rowland Water District for conservation campaigns and Long Beach Public Works' EZ-P the Parking G campaign that promoted their new parking app, EZparkLB.

PROJECT MANAGEMENT APPROACH

One of the biggest challenges that city government's face is engaging the community to better understand all the great work that is being done by so many employees and departments within the city. Stakeholder education, engagement and support are crucial to a transparent and effective community outreach plan.

ETA would start the project by hosting a kickoff meeting where we discuss the scope of work as well as detail the goals and objectives. It is imperative to set some clear guidelines for how success will be measured at the start of the project. The team



has vast experience working in collaborative environments and in multi-departmental settings. In fact, it is a rare instance where a project or program does not involve or impact one or more departments and/or community-facing programs. We will work collaboratively with the Montebello staff to ensure that work is seamless and that the messages we communicate to the public resonate with various stakeholders. We recognize the fact that messaging across all outreach platforms and activities must be consistent and managed effectively since it does have an impact on the audience's impression about the city.

As part of the ETA team's approach we consult with the City of Montebello's staff to understand the project/program or initiative, concerned parties, potential risks and how to address them. We conduct a situational analysis, create clear objectives, determine the target audience, develop crystal-clear key messages, strategies, tactics, and define the appropriate communications channels. We also establish clear decision-making processes and roles for all team members to ensure accuracy and quality of results and accomplishment of the objectives.

Phase I: Strategy & Research Phase

ETA starts the project by hosting a kickoff meeting. The scope of work, goal and objectives and some clear guidelines for how success will be measured are discussed.

Because great campaigns/outreach starts by understanding problems and/or challenges, we begin by asking questions. We work to understand the city's self-image, audience, project parameters and desired outcomes.

ETA will harness all the information gathered and develop a detailed creative brief. This creative brief is one of the most important documents, as it is a road map for the strategy and creative. It will detail the target audience groups' demographics, psychographics, what they currently believe, and what perceptions that must be overcome. Although messaging may differ by target audiences or stakeholders, a detailed creative brief will allow the creative department to use the information as their springboard and ensure that each tactic and message for the communication plan is on-strategy.

Phase II: Creative Exploration/Design Development/Public Relations/Social Media Strategy

Through creative thinking exercises and collaborative discourse, we develop ideas to visually express the core messages. Every choice, from layout and color to type size and style, is made with your communication goals in mind. The stand-out ideas are chosen for development into initial concepts, and are further refined. This collateral will be designed to allow easy application across communication platforms (print, online, social media, video, animation), as well as repurposing for different audiences. We will collaborate closely with Montebello staff to develop a look and feel that is relatable and culturally appropriate using



color, layout, type treatment, photography, messaging and appropriate language. This look and feel will reflect Montebello's brand.

Deliverables may include:

- Newsletters
- Press Releases
- Presentations/Reports
- Infographics
- Photography
- Brochures
- Flyers and Fact Sheets
- Visual Renderings to document public feedback
- Animation/Short Film Clips for awareness building, education and similar story-telling devices
- Event Planning/Community Outreach Support Collateral
- Large Format Ads
- Signage

Digital and Social Media

Since Montebello has a diverse target audience, one of the most critical aspects is the online experience. Digital platforms should be the one area where stakeholders can go and see tailored messaging catered to Montebello's goals. If the experience is optimized and the messaging is well crafted then it allows Montebello to leverage the online activity to its advantage.

A social media strategy can vary depending on your target audience. The content needs to be informative and position Montebello as experts in their various departments (Fire, Police, City Services, etc.), but it also needs to create an emotional connection in order to elicit change in behavior. Platforms should also be considered; for example, Facebook is skewing older while Instagram and especially Snapchat have a much younger audience.

Customizing social media platforms for each target audience segment is extremely important rather than having a one-size-fits-all mentality. For example, according to a recent study from Pew Research, approximately 59% of online adults aged 18-29 use Instagram, nearly double the share among 30- to 40-year-olds. This is critical for certain areas of Montebello's residents, especially college students aged 18-24. For the goal of reaching seniors, Facebook might also be a useful platform as 62% of online adults aged 65 and older now use Facebook, a 14% increase since 2015. Twitter is also used by a younger audience with

similar statistics from 2015 and 2016; however, Twitter is somewhat more popular among highly educated individuals with higher incomes.

ETA's process for social media management varies from client to client, ranging from monthly content creation calendars and the client managing the daily posting and interactions, to full-scale management where ETA will take care of content creation, posting, engagement with users and generating new followers/exposure.

Deliverables may include:

- Podcast
- Video Series
- Photography
- Social Media
- City Website
- Online Portal for public input
- Microsite/Landing Page for campaign engagement
- Online Outreach Toolkit (online/cloud-based platforms)
- Social Media Banners
- Videos and Images
- Web Media Banners

Phase III: Production Management and Implementation

All the planning in the world is wasted without proper execution. At this phase, we sweat the details, ensuring that every element works to aid the external and internal communications goals and objectives of the project. Once the final design is ready to produce, we work with you to create and/or gather needed text and images by city departments.

We proof and refine the design, check, double-check, proof again and prepare the design for final production.

At this stage, we provide:

- Production proofs for proofing and refinement as needed
- Production management for the finished project
- The finished project



Phase IV: Outcome Evaluation

Our work isn't done after the project delivers. We want to know how it's working. We work with you to gather feedback, and evaluate not only how the process went, but also what the response has been from the target audiences.

Deliverables may include:

- Analytical Reports
- Contact reports from various departments
- Google Analytics
- Engagement Analytics on Social Media Growth and Engagement

Client Communications:

ETA customizes projects based on the needs of each client, but the general approach to project management will still follow a similar process.

Communications include in-person meetings, conference calls and general email correspondence. Depending on the type of discussion or presentation that needs to take place, ETA will recommend the form of communication. For example, when presenting creative, in-person meetings are normally preferred, especially for the first concepts. However, revisions to various projects can be handled through conference calls or emails. After each meeting, whether in person or via conference call, a contact report will be drafted by ETA in order to reiterate what was discussed; it also acts as a guide for the next action steps for both the agency and client. In addition, contact reports are useful to provide quick overviews for those who were unable to attend the meeting.

ETA has a quality assurance and control plan within the agency that filters the project through various channels of approval before being sent to the client. This ensures deliverables are checked and evaluated for appropriateness, completeness, accuracy and clarity. This is the primary role of the accounts team, to route projects throughout the various departments while ensuring all deadlines and project goals are met for the client.

Project Management Software:

ETA uses Harvest, a leading project management system designed to streamline client projects for maximum efficiency. All client jobs originate with a unique job number and are digitally opened in Harvest. When a job is opened, a completion date is



assigned. ETA uses the completion date to schedule and date the job throughout its various stages, ensuring that every involved team member is informed and up-to-date on client projects. In addition, schedules can be reworked based on new information and if a job needs to be elevated into “rush mode.” ETA will provide exceptionally organized and timely service during the marketing and community outreach services projects. Extensive experience with government agencies and similar projects has allowed the agency to gather experience and knowledge of the best practices to ensure efficient and timely completions of projects. In addition, the tracking of each tasks allows for detailed timesheets to be submitted with monthly invoices for each team member working on the project, including on-demand reports as needed.

KEY PERSONNEL

Cindy Allen – President

Cindy is a self-motivated, visionary professional with over 29 years of diverse communications experience in marketing, government, management and public affairs. Possessing dynamic interpersonal and leadership skills, she is a confident, articulate communicator with the ability to develop valuable and lasting partnerships. She has spearheaded the growth of ETA, creating one of the fastest growing advertising agencies in Southern California and has built its portfolio in a variety of industry sectors, including government, real estate, entertainment, financial services, transportation and retail.

Cindy is known for her innovative approach to marketing and brand building. She possesses a wealth of experience in leadership, public outreach and strategic communications. Cindy’s ability to build strong teams through collaboration has been fundamental to ETA’s growth. Her strong work ethic, flexibility, and ability to make work fun have been Cindy’s strengths since launching ETA. Cindy Allen has a Master’s Degree in Public Administration and is a retired police officer and a former Marine.

Niko Dahilig – Creative Director

Niko is known for his ability to tackle the hard projects and turn clients’ messages/brands into award-winning creative campaigns. He has brought his unique skills to a wide variety of clients, such as the City of Long Beach, City of Redlands, NBCUniversal, Long Beach Water, City of Long Beach Auditor’s Office, Port of Long Beach and Long Beach Public Works. He is a well-versed creative director in all aspects of communication outreach. However, his strong skillset in the digital sphere will be beneficial to ensure a well-rounded communication strategy. Recently invited to a coveted digital leadership camp in Atlanta and Redondo Beach, Niko’s advanced UI and UX methods provide clients with a digital experience that benefits both the user and client.



AJ Santos – Account Executive

AJ has experience working on branding and website projects in a similar capacity for the City of Encinitas, Long Beach Transit and West Valley Water District. Huntsville, Alabama born and raised, AJ earned a Bachelor's degree in Business with a Marketing focus from the University of North Alabama in Florence, Alabama. While in North Alabama, AJ gained experience as a New Media & Search Engine Optimization Specialist at Blue Olive Consulting, managing the TNT Fireworks account, America's bestselling brand of fireworks and largest distributor of 1.4G Fireworks in the U.S. He later became the Marketing & Advertising Coordinator for Global Special Effects, the largest visual special effects company in the world. After relocating to Seattle in 2012, he worked at Advertising Age's 2013 Small Agency of the Year on Alaska Airlines and T-Mobile— including T-Mobile's "The Un-carrier" campaign, one of the most successful brand re-positionings in telecom history.

Kia Erickson – Account Supervisor

A business-minded professional with a passion for trends and culture, Kia is a seasoned professional with over 12 years of experience, successfully balancing the needs of creative and marketing teams to land best-in-class branding. Beginning her career in Pennsylvania, Kia moved to New York and worked on high profile clients, such as HBO, Pepsi, Starbucks, Avon, Mountain Dew, Aquafina, GE and Benefiber. After moving to Long Beach over seven years ago, she applies her curiosity and insightful thinking across ETA's full portfolio of clients, playing a key role in the creation of the cutting-edge EZparkLB campaign. The campaign, *EZ-P the Parking G*, was created for the launch of a new parking app for Long Beach's Public Works Department and received two CAPIO awards in the categories of Marketing Plans and Branding/Targeted Campaigns, and Graphic Design and Photography. She also helped the City of Redlands develop a new strategic water efficiency education outreach effort that engaged with children within the City and encouraged them to save water.

Adrian Liwanag – Account Executive

Adrian is a highly competent and effective marketing professional. He has developed strategic marketing and outreach plans for many of ETA's government clients. He also assists with trafficking the client's day-to-day activities within the agency. Adrian has worked on numerous award-winning campaigns and outreach projects for the City of Long Beach, Pasadena Fire and D.R. Horton. Adrian has an impeccable memory and is very detailed oriented. In years prior, Adrian served as Community Manager for the *Long Beach Post*, the city's largest local news source, monitoring daily metrics and managing social platforms including Facebook, Twitter and Instagram. This gave him a deep understanding of social platforms and how best to leverage them for clients as he increased the *Long Beach Post*'s following by over 200%.

Kristin Mack Deuber – Public Relations

With 10 years of experience, Kristin has developed, managed and implemented public relations and marketing programs for clients ranging from government and non-profit organizations to Fortune 500 companies. Prior to starting her own practice, she was Vice President at Paul Werth Associates, one of the Midwest's leading public relations firms. She has been an adjunct

public relations professor at The Ohio State University, Ohio Dominican University and Franklin University. Kristin holds an MBA from Franklin University and a Bachelor of Arts in Journalism from The Ohio State University. She is an accredited member of the Public Relations Society of America (PRSA) and serves on the executive committee of the national PRSA Health Academy. She is also a past president of the Central Ohio Chapter of PRSA.

Michelle Spencer – Senior Copywriter

Originally from St. Louis, Missouri, Michelle began writing at the age of five and studied Mass Communication, with an emphasis in Journalism, at Lindenwood University before embarking on an internship for *US* magazine in New York City. After completing various assignments interviewing bands for music magazines, her professional career launched at Momentum Worldwide, where she conceived and wrote clever, award-winning 360° campaigns.

After moving to Los Angeles, Michelle applied her extensive experience to digital and social media campaigns for Catapult Marketing, Quantasy, Lucid Fusion and Laurel & Wolf and eloquently strung words together for Thrillist, Dame, LIVESTRONG, and Howard Stern. At ETA, Michelle works across a multitude of client projects and built the foundational messaging and taglines for Defend the Drop, San Bernardino Valley Municipal Water District's water conservation campaign, and regularly envisions new branding initiatives for D.R. Horton's numerous housing and neighborhood developments. A true wordsmith, Michelle is a critical part of the team when breathing new creative projects to life.

Josh Reed – Lead Programmer

Born and raised in Southern California, Josh started his five years of communications industry experience by graduating from California State University, Long Beach with a statistics degree that provided him a love for all things code and numbers. At ETA, Josh has quickly made himself indispensable and performs a wide variety of programming duties for clients, such as Long Beach Water, City of Long Beach Auditor's Office, City of Redlands and Port of Long Beach. His skill set includes programming, data analysis, web and mobile optimization, code debugging, quality assurance, web design and site maintenance. He is also experienced in writing programs in C#, Java, and R, and modifying functions for a multitude of content management systems.

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ETA SERVICES

Brand Development

Clients such as the City of Long Beach, City of Redlands, D.R. Horton, Ensemble Real Estate Solutions and Investments, and NBCUniversal have all turned to ETA for brand development, and all have seen the positive results of our research, strategic thinking, collaboration and out-of-the box creative skills.

Creative: Art & Copy

Our research-based creative is designed to resonate with target audiences—not just win awards. ETA's design and copywriting talent ranges from print, collateral, digital and video creation to full advertising campaigns.

Photography

ETA's photography supervision spans from small one-off shoots to full-scale multi-day productions. Creative supervision along with working with trusted photography partners ensures the project runs smoothly and the result portrays the desired look and feel whether it is a lifestyle, exterior or interior shoot.

Social Media

Our expertise within the socialsphere enables companies to leverage the online conversation, engaging consumers and absorbing valuable marketing research. ETA ensures clients are maximizing their presence—on the social channels most appropriate for their business—to increase their reach and create greater online visibility.

Public Relations

We excel in developing comprehensive strategies that maximize the impact and efficiency of PR campaigns and events. From uncovering relevant news angles to proactive media pitching, our PR team brings credibility to companies while strengthening their presence in today's marketplace.

Video Content

Clients such as Audi, Long Beach, Mayor's Office and Long Beach Water Department, United Negro College Fund (UNCF), and Farmers & Merchants Bank have engaged us to concept and produce a wide range of videos for both broadcast and online. Our creative is designed to stand out from the masses, whether a 10-second commercial or a long-form direct-response piece.



Email Marketing

It's predicted that there will be more than 4.9 billion email accounts by the end of 2017. That's quite an audience. To successfully engage it, we're constantly in step with the latest email marketing best practices. Through mobile-friendly email designs, motion via videos and GIFs and much more, we're committed to creating the coolest, most relevant emails in your inbox.

Event Marketing

Our turnkey, budget-faithful solutions address all event-related elements, from naming, to execution, to results tracking. The City of Long Beach, working with the Convention and Visitor's Bureau and the Mayor's Office, has tapped our expertise for high-profile events, such as the Mayor's Inauguration and multiple State of the City events. In addition, Les Schwab Tires is working with us on their Inland Empire expansion and openings in 2018.

Affinity Group Marketing

This "secret weapon" forms strategic alliances that benefit a brand and gain the combined strength of major organizations to yield stronger results. That was precisely the case when ETA brought together the Anaheim Ducks and Stadium Lofts residential community to build an affinity relationship in promoting the lofts to hockey fans.

Street Teams

We think beyond the typical event and trade show marketing strategies. Our street team and guerrilla marketing are great ways to achieve face-to-face interaction and get the pulse of the buying public. These efforts will increase audience reach, and help create and establish lasting relationships with customers. We employed this strategy for Smart & Final at all of their Grand Openings.



CLIENT REFERENCES



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MONTHLY COSTS/RETAINER AGREEMENT

Although ETA recommends a budget of \$8,000 a month, we are flexible and will adjust ETA hours and/or services accordingly.

ETA Agency of Record Agreement

THIS AGREEMENT is for provision of professional services to the City of Montebello located at 1600 West Beverly Boulevard, Montebello, CA 90640 herein referred to as Client, by Agency ETA located at 444 West Ocean Boulevard, Suite 150, Long Beach, California, 90802 herein referred to as Agency.

I. Appointment of Agency

Client hereby appoints Agency, and Agency hereby agrees to serve as, the Client's Agency of Record for all advertising and marketing projects. As such, the Agency is authorized to purchase media and/or outside services on the Client's behalf as the Client's Agent, pending Client's approval of such purchases.

To that end, Agency agrees to devote its best efforts to furthering the Client's interests and endeavor in every way to make their communications successful. The Agency will supervise all media, graphic design, packaging, collateral and promotional materials (etc.) for appearance, accuracy, timeliness, position, size and mechanical reproduction. The Agency will credit and pay all proper bills incurred on behalf of the Client's account. The Agency will make no commitments or disbursements or incur any obligations for the Client's account without proper authorization or approval from the Client.

The Agency will therefore require the Client's written approval on all projects before ordering production material and/or making commitments with suppliers. The Client will designate in writing who within their organization may sign such estimates and authorizations.

The Client may request changes or cancellations, or stop any work in progress, provided these are within the Agency's contractual obligations. Where previously approved work has already incurred charges, Client agrees to reimburse the Agency for unrecoverable charges or expenses arising from requested changes or cancellations.

The Agency will submit to the Client for approval all copy, layouts, artwork, drawings, storyboards, scripts and media schedules.



II. Confidentiality

The Agency shall not, without the Client's express written permission, reveal or otherwise make available to any person or persons any confidential, privileged information or trade secrets regarding the Client's products, business, customers or methods of operation learned by the Agency during the term of this contract.

III. Agency Services

ETA's monthly retainer will provide Client with marketing support for overall projects. As the City of Montebello will be working with ETA on a daily basis on a variety of projects, ETA will be an extension of the City of Montebello communication team. The ETA team will be available to assist on large or small projects as they come up throughout the year.

ETA services may include, but are not limited to, completing the following:

- Designs for print and electronic communication materials, which may include brochures, city collateral, templates targeted by demographic, direct mail and email blasts
- Creative language/copy writing for various projects
- Press Releases
- E-newsletter Template
- Social Media Strategy and Social Media Management
- Website and SEO strategy
- Writing and designing fact sheets
- Recommend/organize testimonials
- Catalog collateral and organize/develop assets for each project on FTP

The monthly retainer projects will vary by the task assigned, however, the general process for projects include the following services:

- **Collaborating with the City of Montebello Team**
Appropriate team members from the City of Montebello and ETA will discuss the elements of each project and any important factors that the City of Montebello wants to address. The end result of these discussions will be the basis for the development of the creative briefs.
- **Creative Development**
Working collaboratively, ETA's copywriting and art directing team will develop concepts and layouts based on the agreed-upon input/direction.

- **Production**

The production team will use the approved concept and layout to produce the final project based on the specs provided. The production team will also produce the final digital files that will be prepped for pre-press.

- **Account Management**

The Account Executive (AE) will monitor timelines, attend all meetings/conference calls and act as the liaison between the City of Montebello and ETA. The AE handles all management requirements including accounting, budgets, and all other aspects of approved client services. The AE will be the main point of contact for any new projects and ongoing marketing support.

IV. **Agency Compensation**

The Client agrees to a Professional Services Fee (retainer) to be paid in monthly installments of \$8,000. The agency will perform \$8,000 worth of work each month for the Client, allocated by task rates. The agency will not go over \$8,000 per month without written consent from client. Task rates are as follows: President/3D Animator: \$175/hour, Creative Director/Programmer: \$165/hour, Account Supervisor: \$150/hour, Account Executive/Public Relations/Copywriter/Art Director: \$125/hour, Account Coordinator/Jr. Graphic Designer/Jr. Copywriter/: \$100/hour, Social Media Coordinator/Event Coordinator/ Jr. Event Staff/ Jr. Acct Coordinator: \$75/hour.

An example of the monthly retainer of \$8,000 would equal to an average of 60-70 hours per month.

The Agency will allow a 10% buffer for retainer hours. Therefore, any retainer hours not used under the 10% buffer shall be credited to the following month retainer hours. In addition, if there is any overage of retainer hours after the 10% buffer, the Client will be charged the Agency's standard hourly rate. If necessary, such adjustments shall be included on a separate invoice. The Client will be notified throughout the month of their retainer status and the Agency will not go over the 10% buffer without written consent of the Client. Projects outside of the standard retainer will be billed for creative and account time per the Agency's standard hourly rate billed by task. State sales tax, shipping charges, faxes, long distance telephone calls, travel expenses, delivery charges, overnight delivery service and other expenses that may accrue to a project, but cannot be accurately estimated in advance of production are not included in estimates and are billed separately.

What's not included in the monthly retainer?

The purpose of a monthly retainer is to allow the City of Montebello to use a wide variety of ETA services without being restricted to separate projects. However, the retainer does not include paid media placement, printing costs, opinion research studies, and any outside vendor costs that are pre-approved by the City of Montebello.

V. Media Commissions and Markups

The Agency will receive a standard agency commission of 15% (an actual markup of 17.65%) on all media and direct mail purchased on behalf of the Client. This will be billed to the Client as part of the media cost.

VI. Billing Procedures

General Billing:

Agency terms are invoice due net 30 days. Interest at prevailing rates will be charged on accounts past due thirty (30) days.

In the event of default in payment, the Client shall pay the Agency all costs and expenses, including attorney's fees, the fees of collection agencies and other expenses incurred in enforcing any of the terms or conditions thereof. The venue for any such legal action shall be the designated district court.

The Agency shall use its best efforts to guard against any loss to the Client through failure of media or suppliers to properly execute their commitments, but the Agency shall have no responsibility for any failure on their part.

VI. Indemnification

- A. The Agency agrees to exercise its best judgment in the preparation and placement of all advertising and publicity for the Client, with a view to avoiding any claims, proceedings or suits being made or instituted against the Client of Agency. It is mutually agreed, however, that the Client will indemnify the Agency against any loss it may incur as a result of any claims, proceedings or suits made or brought against it based upon any advertising or publicity the Agency prepared for the Client, and which was approved by the Client prior to publication or broadcast.
- B. The Client will also indemnify the Agency against any loss it may sustain as a result of a claim, proceeding or suit made or brought against it based upon any advertising element (i.e., photographs, artwork, etc.) furnished by the Client, and which allegedly violates the personal or property rights of any person or persons if Client approved in writing the use of said element before its publication or broadcast. Indemnification under this provision shall survive termination of this agreement.

- C. The Agency shall not be held liable for the failure of media or suppliers to meet their obligations.
- D. The Agency shall not be liable for delay, omission or error in any advertisement in the absence of willful fault or neglect.
- E. Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity which is in the Agency's judgment misleading, libelous, unlawful, indecent or otherwise prejudicial to the Agency or to the Client's interest.

VII. Governing Law/Jurisdiction

This agreement, in its validity, construction and performance, shall be governed in all respects by the laws of the State of California. Both parties agree to hereby submit to the jurisdiction of the state and federal courts and to seek remedy by court-sanctioned arbitration before resort to tort action.

VIII. Rights of Termination

This agreement may be cancelled by ninety (90) days prior written notice given by the Agency to the Client, or by the Client to the Agency.

All services performed and materials prepared by the Agency during the ninety (90) days prior to termination of this agreement shall be billed to the Client upon completion, and shall be due and payable by the Client upon receipt. The Agency shall deliver to the Client, upon payment of all outstanding obligations, all papers, digital files, photographs and other materials related to the work performed on or before the termination date, and as well as any work performed, invoiced and paid for during the 90 days termination period.

The Client shall own any layouts, copy, artwork, drawings, films, video tapes, photo negatives and other materials prepared by or purchased by the Agency for the Client and for which the Client has paid, regardless of whether such materials were published, displayed, or otherwise presented prior to the termination of the agreement. The Client shall not own any videotape, photo negative or other such item for which the Agency has only paid a fee for the "rights of use".

Any unused or rejected marketing, public relations, advertising or other graphic design programs, plans, designs, and ideas prepared by the Agency will remain the property of the Agency, and shall be used as it sees fit, provided it does not involve the release of any confidential information regarding the Client's business or methods of operation.

Non-cancelable contracts to which the Agency has committed on behalf of the Client and with the Client's approval/authorization shall be taken over and paid for by the Client, in accordance with the provisions of this agreement and the client will indemnify the Agency against any claims thereof.

IX. Client Portfolio Permission Agreement

The Client grants permission to the Agency to show or display designs and layouts of projects in the Agency portfolio (including on the agency website, in social media and through other transmission or broadcast media) on or following the date of the first ad running in the campaign or public release of the project.

X. Modification

This writing contains the entire agreement of the parties. No representations were made or relied on by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of both parties. No modification of either party which would have the effects of modifying the obligations of the other party shall be effective unless a memorandum regarding same is executed by an executive officer of both parties.

TERMS & CONDITIONS

Services

Client shall provide instructions and directions to Agency ETA. Client will provide all materials required for Agency ETA to complete assignments. Agency ETA shall perform those activities required to complete assignments as agreed upon to ensure the success of the assignment.

Confidentiality and Relationship

Having been retained by Client to perform the agreed upon services, Agency ETA agrees to maintain in strict confidentiality all information that comes to its knowledge about the marketing campaigns of Client as well as any work performed on it, or information discovered during such work. The relationship of the agency is of an independent contractor with corresponding obligations and independence based on agreed upon services.

Ownership and Disposition of Property and Materials

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency ETA ("Agency") are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Agency's property.

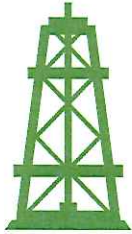


City of Montebello
Danilo Batson
Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640



Agency ETA
Cindy Allen
President
444 W. Ocean Blvd. Ste. 150
Long Beach, CA 90802

Thank you for providing Agency ETA the opportunity to provide this proposal. We hope to start a working relationship with the City of Montebello. Please do not hesitate to contact us should you have any additional questions regarding the project.



Thank You!

AGENCY: **ETA**



Prepared By:

Cindy Allen, President
444 W. Ocean Blvd., Ste. 150
Long Beach, CA 90802
T: 562-499-2305
C: 562-331-1620
E: callen@agencyeta.com

Montebello - Preliminary Project Schedule

[illegible]

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to perform public information and community outreach services for the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Proposal (dated _____ 2018), 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 all labor, equipment, materials and incidental necessary for performing the professional services as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be 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 no 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 _____ months from the Effective Date, unless terminated earlier as hereinafter provided.

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 Manager.

SECTION 6. CITY SUPERVISION.

The City Manager 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 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 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 ten (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 fall 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 or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- 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:

Andrew G. Pasmant, Acting City Manager
Administration
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: apasmant@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

CONTRACTOR

Andrew G. Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**Exhibit “A”
Request for Proposals**

Exhibit “B”
Schedule of Compensation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR PUBLIC INFORMATION SERVICES**

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

SECTION 1. That the Director of Finance is hereby authorized to make the following appropriation:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$7,500	100-20-200-6040.95	\$7,500
(Unassigned Fund Balance)		(Administration – Other Professional	
Services)			

SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 9th day of May, 2018.

Vanessa Delgado, Mayor

ATTEST

Irma Barajas, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

DATE: May 9, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. A. Arevalo v. City of Montebello

Claimant was walking down from city bus when she lost her balance and fell to the curb striking her head. Paramedic responded to the scene and she was taken to the hospital. Claimant is still under medical care. Video footage of incident did not reflect liability on the City.

Amount claimed: \$16,000.00 - \$25,000.00

2. R. Delgado v. City of Montebello

Claimant was entering city bus and missed a step and fell to his knees. Claimant requested medical assistance and was taken to East Los Angeles Doctor's Hospital. Claimants attorney states the city bus is negligent therefore having sustained multiple bodily injuries. A witness believes the incident was staged.

Amount claimed: \$25,000.00

3. M. Jimenez v. City of Montebello

Claimant was driving and completing a curve in the road when the claimant believed the bus was going to strike her vehicle. The claimant veered to the curb and collided with a parked car. Claimant's attorney is alleging the claimant suffered neck, back and head injuries costing medical expenses exceeding \$10,000. There was no contact between the vehicles.

Amount claimed: \$50,000.00

4. J. Luu v. City of Montebello

Claimant alleges the city main line was blocked, causing sewer to back up into claimant garage and yard. A plumber was called by claimant and cleared claimant's private service line. The city was not contacted at the time in order to inspect the system to determine if the cause at the time was with the city line. After the claim was submitted, city crew inspected the main line and did not find any blockage and found the main line was flowing.

Amount claimed: \$4,000.00

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. 1445, consisting of five pages, and
including**

Warrant No. 577744 through 577916;

Warrant No. 1393 through 1393;

**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 9th DAY OF MAY, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

City of Montebello

Payment Register

From Payment Date: 4/19/2018 - To Payment Date: 5/2/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
577744	04/19/2018	BRILEY, KEITH	\$250.00
577745	04/24/2018	AFLAC	\$9,132.98
577746	04/24/2018	BIRCH COMMUNICATIONS	\$645.72
577747	04/24/2018	BIRCH COMMUNICATIONS	\$745.42
577748	04/24/2018	BIRCH COMMUNICATIONS	\$427.89
577749	04/24/2018	BIRCH COMMUNICATIONS	\$645.72
577750	04/24/2018	BIRCH COMMUNICATIONS	\$645.72
577751	04/24/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,775.75
577752	04/24/2018	CHARTER COMMUNICATIONS	\$69.95
577753	04/24/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
577754	04/24/2018	LOS ANGELES COUNTY DEPARTMENT OF PARKS	\$100.00
577755	04/26/2018	PASMANT, ANDREW	\$12,195.00
577756	05/02/2018	ACC BUSINESS	\$1,365.44
577757	05/02/2018	ADVANCED APPLIED ENGINEERING, INC.	\$2,712.45
577758	05/02/2018	ALL AMERICAN TROPHY & ENGRAVING COMPANY	\$76.21
577759	05/02/2018	ALTEC INDUSTRIES, INC.	\$815.23
577760	05/02/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,389.46
577761	05/02/2018	AT&T	\$12,663.55
577762	05/02/2018	AT&T	\$53.60
577763	05/02/2018	AT&T TELECONFERENCE SERVICES	\$40.69
577764	05/02/2018	BEST BUY CHEMICAL & SUPPLY CO.	\$222.41
577765	05/02/2018	CALIFORNIA STATE BOARD EQUALIZATION	\$67.13
577766	05/02/2018	CALIFORNIA WATER SERVICE COMPANY	\$129.71
577767	05/02/2018	CHARTER COMMUNICATIONS	\$1,281.83
577768	05/02/2018	CHARTER COMMUNICATIONS	\$1,286.18
577769	05/02/2018	CINTAS CORPORATION	\$133.01
577770	05/02/2018	CLEAN SWEEP SUPPLY CO. INC	\$471.07
577771	05/02/2018	DAILY JOURNAL CORPORATION	\$2,440.20
577772	05/02/2018	ENTERPRISE FM TRUST	\$54,359.92
577773	05/02/2018	ERGOMETRICS	\$25.00
577774	05/02/2018	FORD OF MONTEBELLO	\$212.98
577775	05/02/2018	GALLS/UNIFORM CENTER	\$2,409.00
577776	05/02/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00
577777	05/02/2018	GRAINGER, INC.	\$70.26
577778	05/02/2018	LINCOLN TRAINING CENTER	\$1,961.95
577779	05/02/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$13,636.00
577780	05/02/2018	MISSION LINEN SUPPLY	\$1,637.80
577781	05/02/2018	MONTEBELLO CHAMBER OF COMMERCE	\$2,000.00
577782	05/02/2018	MONTEBELLO TIRE PROS	\$15,480.38
577783	05/02/2018	PALARDY & MILLER AUTOBODY	\$406.32
577784	05/02/2018	RICOH AMERICAS CORP.	\$10,671.98
577785	05/02/2018	ROUTE 66 TIRE PROS	\$1,020.88

ITEM# 25

Payment Register

From Payment Date: 4/19/2018 - To Payment Date: 5/2/2018

577786	05/02/2018	SAWYER PETROLEUM	\$128,317.74
577787	05/02/2018	SOUTHERN CALIFORNIA EDISON	\$1,358.45
577788	05/02/2018	SOUTHERN CALIFORNIA GAS CO.	\$21,120.77
577789	05/02/2018	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.	\$112.00
577790	05/02/2018	STANDARD INSURANCE COMPANY	\$204.24
577791	05/02/2018	STATE WATER RESOURCES CONTROL BOARD	\$1,400.00
577792	05/02/2018	TPX COMMUNICATIONS	\$2,726.34
577793	05/02/2018	TRANSTECH ENGINEERS, INC.	\$9,143.00
577794	05/02/2018	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	\$258.06
577795	05/02/2018	UNITED PARCEL SERVICE	\$32.20
577796	05/02/2018	VISION SERVICE PLAN	\$1,153.85
577797	05/02/2018	ADVANCED APPLIED ENGINEERING, INC.	\$3,060.00
577798	05/02/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,116.46
577799	05/02/2018	ARTE PRINTING	\$686.57
577800	05/02/2018	CENTRAL SUPPLY INTERNATIONAL	\$467.51
577801	05/02/2018	COMMUTER SERVICES GROUP	\$300.00
577802	05/02/2018	CRISTANDO HOUSE, INC.	\$299.00
577803	05/02/2018	DAILY JOURNAL CORPORATION	\$466.20
577804	05/02/2018	DELTA DENTAL OF CALIFORNIA	\$47,441.44
577805	05/02/2018	EASTERN GROUP PUBLICATIONS, INC.	\$225.00
577806	05/02/2018	HAWK II ENVIRONMENTAL CORP.	\$160.97
577807	05/02/2018	JACKSON, LARRY	\$314.21
577808	05/02/2018	KEYSTONE UNIFORMS	\$346.10
577809	05/02/2018	KRONOS INCORPORATED	\$5,784.77
577810	05/02/2018	LOS ANGELES COUNTY POLICE CHIEFS' ASSOC.	\$500.00
577811	05/02/2018	OFFICE DEPOT	\$85.25
577812	05/02/2018	ORANGE COUNTY SHERIFF'S DEPARTMENT	\$70.00
577813	05/02/2018	READY REFRESH BY NESTLE	\$572.06
577814	05/02/2018	SAWYER PETROLEUM	\$1,698.64
577815	05/02/2018	STATE WATER RESOURCES CONTROL BOARD	\$7,753.50
577816	05/02/2018	SUEZ WTS SERVICES USA, INC.	\$1,255.97
577817	05/02/2018	VERIZON WIRELESS	\$38.01
577818	05/02/2018	02NAILS BEAUTY	\$124.00
577819	05/02/2018	A-1 STEEL FENCE CO., INC.	\$2,750.00
577820	05/02/2018	ADCO SERVICES, INC.	\$6,185.00
577821	05/02/2018	ADORNO YOSS ALVARADO & SMITH	\$2,646.10
577822	05/02/2018	ADVANCED APPLIED ENGINEERING, INC.	\$15,375.00
577823	05/02/2018	AGUAYO, RUBEN	\$250.00
577824	05/02/2018	ALFONSO TIRES & REPAIRS, INC.	\$25.00
577825	05/02/2018	ALL AMERICAN ASPHALT	\$8,474.60
577826	05/02/2018	ATHENS SERVICES	\$236,254.40
577827	05/02/2018	AVANT GARDE	\$9,020.50
577828	05/02/2018	BACH, ROBERT	\$14,500.00
577829	05/02/2018	BACKYARD BOX LLC.	\$1,852.00
577830	05/02/2018	BRIGADE PEST MANAGEMENT	\$423.00

ITEM# 25

Payment Register

From Payment Date: 4/19/2018 - To Payment Date: 5/2/2018

577831	05/02/2018	CAMACHO, TOM	\$21,709.82
577832	05/02/2018	CLEAN SWEEP SUPPLY CO. INC	\$2,799.35
577833	05/02/2018	COLBY'S TOTAL LAWN CARE	\$275.00
577834	05/02/2018	DARKTRACE LIMITED	\$1,500.00
577835	05/02/2018	DELL MARKETING L.P.	\$156.03
577836	05/02/2018	DODGE DATA AND ANALYTICS LLC	\$2,121.25
577837	05/02/2018	EMERGENCY RESPONSE CRIME SCENE CLEANING	\$270.00
577838	05/02/2018	EWING IRRIGATION PRODUCTS	\$287.61
577839	05/02/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$6,468.09
577840	05/02/2018	FIESTA TAXI COOPERATIVE, INC.	\$33,880.84
577841	05/02/2018	FLEET PRIDE, INC.	\$576.15
577842	05/02/2018	GENUINE PARTS COMPANY	\$120.55
577843	05/02/2018	GEO CORRECTIONS & DETENTION, INC.	\$36,705.17
577844	05/02/2018	GILLIG LLC	\$575.42
577845	05/02/2018	GNA-BROOK FIRE PROTECTION, INC.	\$107.10
577846	05/02/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$1,100.00
577847	05/02/2018	GRAFFITI SHIELD, INC.	\$458.83
577848	05/02/2018	GRAINGER, INC.	\$163.07
577849	05/02/2018	H.A. BUILDERS	\$275.00
577850	05/02/2018	H.A. BUILDERS	\$4,100.00
577851	05/02/2018	H.A. BUILDERS	\$825.00
577852	05/02/2018	HARRIS CORPORATION	\$15,561.76
577853	05/02/2018	HD INDUSTRIES	\$3,901.75
577854	05/02/2018	HDL COREN & CONE	\$3,962.50
577855	05/02/2018	HOSE-MAN, INC.	\$202.74
577856	05/02/2018	HYDRAULIC ELECTRIC INC.	\$93.62
577857	05/02/2018	IRON MOUNTAIN INC.	\$294.44
577858	05/02/2018	ISLAS, ELENA , FABIOLA	\$250.00
577859	05/02/2018	JACKSON, LARRY	\$791.18
577860	05/02/2018	JACOBSEN WEST	\$1,064.74
577861	05/02/2018	LAM, VO, SI	\$43.22
577862	05/02/2018	LIEBERT CASSIDY WHITMORE	\$25,224.24
577863	05/02/2018	LINCOLN TRAINING CENTER	\$500.11
577864	05/02/2018	LITTLEJOHN - REULAND CORPORATION	\$1,142.75
577865	05/02/2018	LOS ALAMITOS AUTO PARTS	\$365.17
577866	05/02/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$223.16
577867	05/02/2018	McHUGH, BRYAN	\$600.00
577868	05/02/2018	MICHAEL BAKER INTERNATIONAL, INC.	\$8,906.25
577869	05/02/2018	MONTABELLO AUTOCRAFT	\$362.45
577870	05/02/2018	MR. ROOTER PLUMBING	\$370.00
577871	05/02/2018	MUNCIE TRANSIT SUPPLY	\$407.59
577872	05/02/2018	NAVARRO'S TOWING SERVICE	\$225.00
577873	05/02/2018	NEW FLYER AMERICA (USA) INC.	\$1,988,167.89
577874	05/02/2018	NEW FLYER PARTS	\$12,665.91
577875	05/02/2018	NIVEL PARTS & MFG CO., LLC	\$122.96

ITEM# 25

Payment Register

From Payment Date: 4/19/2018 - To Payment Date: 5/2/2018

577876	05/02/2018	OFFICE DEPOT	\$1,468.77
577877	05/02/2018	ORKIN EXTERMINATING	\$153.24
577878	05/02/2018	PACIFIC OIL COMPANY	\$712.50
577879	05/02/2018	PALARDY & MILLER AUTOBODY	\$283.65
577880	05/02/2018	PAYAN, LINDA	\$499.68
577881	05/02/2018	PENUELAS-SOLIS, MARCO	\$750.00
577882	05/02/2018	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	\$400.00
577883	05/02/2018	REDFLEX TRAFFIC SYSTEMS	\$20,000.00
577884	05/02/2018	S & A ENGINE, INC.	\$172.87
577885	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$1,592.72
577886	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$4,637.68
577887	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$5,067.16
577888	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$20,846.94
577889	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$8,634.40
577890	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$4,820.47
577891	05/02/2018	SAN GABRIEL VALLEY WATER CO.	\$4,042.58
577892	05/02/2018	SEQUEL CONTRACTORS. INC.	\$246,297.80
577893	05/02/2018	SIEMENS INDUSTRY INC.	\$12,376.06
577894	05/02/2018	SIMONIAN, GEORGE S.	\$1,650.67
577895	05/02/2018	SIRCHIE FINGER PRINT LABORATORIES	\$671.91
577896*	05/02/2018	SITEONE LANDSCAPE SUPPLY, LLC.	\$3,831.57
577897	05/02/2018	SOUTHERN COACH PARTS COMPANY	\$398.91
577898	05/02/2018	SOUTHWEST WEAR PARTS CO., INC	\$1,907.83
577899	05/02/2018	SUN BADGE COMPANY	\$116.12
577900	05/02/2018	SUNSET DETECTIVES	\$3,920.00
577901	05/02/2018	TINAJERO, KEVIN	\$600.00
577902	05/02/2018	TUFANO, ROBERT C.	\$475.43
577903	05/02/2018	UNIQUE GENERAL SERVICES	\$7,520.00
577904	05/02/2018	VASQUEZ, ALMA	\$250.00
577905	05/02/2018	VELJACIC, LAURA	\$250.00
577906	05/02/2018	VILLANUEVA, MARIA	\$332.00
577907	05/02/2018	VORTEX INDUSTRIES	\$605.87
577908	05/02/2018	WAYNE ELECTRIC COMPANY	\$5,704.21
577909	05/02/2018	WEST COAST ARBORISTS, INC.	\$3,300.00
577910	05/02/2018	WESTERN ALLIED CORPORATION	\$682.00
577911	05/02/2018	WESTRUX INTERNATIONAL INC.	\$3,971.66
577912	05/02/2018	WILLDAN FINANCIAL SERVICES	\$6,437.50
577913	05/02/2018	WINCAL TECHNOLOGY CORPORATION	\$987.00
577914	05/02/2018	WINZER CORPORATION	\$435.81
577915	05/02/2018	WRITERANNE COMMUNICATIONS	\$530.00
577916	05/02/2018	YOUNGBLOOD & ASSOCIATES	\$400.00
Type Check Totals:			\$3,255,968.42

4331 - General Account Totals

6093 - Successor Agency

Check

ITEM# 25

Payment Register

From Payment Date: 4/19/2018 - To Payment Date: 5/2/2018

1393	05/02/2018	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING	\$8,900.00
Type Check Totals:			
6093 - Successor Agency Totals			\$8,900.00

*Pursuant for Resolution #17-40-Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

ITEM# 25



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
577744	04/19/2018	\$250.00	TRAINING	1691	KEITH BRILEY
577745	04/24/2018	\$9,132.98	AFLAC OTHER	55860	AFLAC
577746	04/24/2018	\$645.72	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577747	04/24/2018	\$745.42	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577748	04/24/2018	\$427.89	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577749	04/24/2018	\$645.72	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577750	04/24/2018	\$645.72	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577751	04/24/2018	\$3,775.75	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
577752	04/24/2018	\$69.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577753	04/24/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
577754	04/24/2018	\$100.00	TRAINING	76400	LOS ANGELES COUNTY DEPARTMENT OF
577755	04/26/2018	\$12,195.00	CONTRACT SERVICES	1950	ANDREW PASMANT
577756	05/02/2018	\$1,365.44	UTILITY SERVICES	1732	AT&T CORP.
577757	05/02/2018	\$2,712.45	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
577758	05/02/2018	\$76.21	SUPPLIES	24200	AAT, INC./ALL AMERICAN TROPHY
577759	05/02/2018	\$815.23	VEHICLE MAINTENANCE/EXPENSES	859	ALTEC INDUSTRIES, INC.
577760	05/02/2018	\$1,389.46	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577761	05/02/2018	\$12,663.55	UTILITY SERVICES	39550	AT&T
577762	05/02/2018	\$53.60	UTILITY SERVICES	39550	AT&T
577763	05/02/2018	\$40.69	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
577764	05/02/2018	\$222.41	SUPPLIES	55870	DAVID C. MYSZA/BEST BUY CHEMICAL
577765	05/02/2018	\$67.13	PERMITS AND FEES	49090	CALIFORNIA STATE BOARD EQUALIZATION
577766	05/02/2018	\$129.71	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
577767	05/02/2018	\$1,281.83	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577768	05/02/2018	\$1,286.18	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577769	05/02/2018	\$133.01	CONTRACT SERVICES	36870	CINTAS CORPORATION

577770	05/02/2018	\$471.07	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
577771	05/02/2018	\$2,440.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
577772	05/02/2018	\$54,359.92	LEASE PAYMENT	73470	ENTERPRISE FM TRUST
577773	05/02/2018	\$25.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
577774	05/02/2018	\$212.98	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
577775	05/02/2018	\$2,409.00	UNIFORM EXPENSE	55650	GALLS, LLC
577776	05/02/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
577777	05/02/2018	\$70.26	SUPPLIES	9470	GRAINGER, INC.
577778	05/02/2018	\$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
577779	05/02/2018	\$13,636.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
577780	05/02/2018	\$1,637.80	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
577781	05/02/2018	\$2,000.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
577782	05/02/2018	\$15,480.38	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
577783	05/02/2018	\$406.32	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
577784	05/02/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
577785	05/02/2018	\$1,020.88	VEHICLE MAINTENANCE/EXPENSES	1495	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
577786	05/02/2018	\$128,317.74	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
577787	05/02/2018	\$1,358.45	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
577788	05/02/2018	\$21,120.77	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
577789	05/02/2018	\$112.00	TRAINING	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED.
577790	05/02/2018	\$204.24	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
577791	05/02/2018	\$1,400.00	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD
577792	05/02/2018	\$2,726.34	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
577793	05/02/2018	\$9,143.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS, INC.
577794	05/02/2018	\$258.06	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
577795	05/02/2018	\$32.20	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
577796	05/02/2018	\$1,153.85	FRINGE BENEFITS	58990	VISION SERVICE PLAN
577797	05/02/2018	\$3,060.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
577798	05/02/2018	\$1,116.46	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577799	05/02/2018	\$686.57	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
577800	05/02/2018	\$467.51	SUPPLIES	425	JOSEPH M . SEPULVEDA/CENTRAL SUPPLY
577801	05/02/2018	\$300.00	CONTRACT SERVICES	42100	PAUL G. BOYCE/COMMUTER SERVICES GROUP

577802	05/02/2018	\$299.00	TRAINING	55440	CRISTANDO HOUSE, INC.
577803	05/02/2018	\$466.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
577804	05/02/2018	\$47,441.44	FRINGE BENEFITS	4110	DELTA DENTAL OF CALIFORNIA
577805	05/02/2018	\$225.00	ADVERTISING/PRINTING SERVICES	36250	EASTERN GROUP PUBLICATIONS,INC
577806	05/02/2018	\$160.97	FUEL	17390	HAWK II ENVIRONMENTAL CORP.
577807	05/02/2018	\$314.21	TRAINING	10340	LARRY JACKSON
577808	05/02/2018	\$346.10	SUPPLIES	1106	GRP2 UNIFORMS, INC.
577809	05/02/2018	\$5,784.77	CONTRACT SERVICES	73310	KRONOS INCORPORATED
577810	05/02/2018	\$500.00	DUES & SUBSCRIPTIONS	56630	LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION
577811	05/02/2018	\$85.25	SUPPLIES	15620	OFFICE DEPOT
577812	05/02/2018	\$70.00	TRAINING	3890	ORANGE COUNTY SHERIFF'S DEPARTMENT
577813	05/02/2018	\$572.06	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
577814	05/02/2018	\$1,698.64	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
577815	05/02/2018	\$7,753.50	PERMITS AND FEES	13330	STATE WATER RESOURCES CONTROL BOARD
577816	05/02/2018	\$1,255.97	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
577817	05/02/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
577818	05/02/2018	\$124.00	REFUND	2034	02NAILS BEAUTY
577819	05/02/2018	\$2,750.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL, INC.
577820	05/02/2018	\$6,185.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
577821	05/02/2018	\$2,646.10	CONTRACT SERVICES	17680	ALVARADOSMITH
577822	05/02/2018	\$15,375.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
577823	05/02/2018	\$250.00	REFUND	2026	RUBEN AGUAYO
577824	05/02/2018	\$25.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
577825	05/02/2018	\$8,474.60	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
577826	05/02/2018	\$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
577827	05/02/2018	\$9,020.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
577828	05/02/2018	\$14,500.00	CONTRACT SERVICES	1988	ROBERT BACH
577829	05/02/2018	\$1,852.00	REFUND	2030	BACKYARD BOX LLC.
577830	05/02/2018	\$423.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
577831	05/02/2018	\$21,709.82	CONTRACT SERVICES	52070	TOM CAMACHO
577832	05/02/2018	\$2,799.35	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
577833	05/02/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON/COLBY'S TOTAL LAWN CARE

577834	05/02/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
577835	05/02/2018	\$156.03	SUPPLIES	13360	DELL MARKETING L.P.
577836	05/02/2018	\$2,121.25	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
577837	05/02/2018	\$270.00	CONTRACT SERVICES	41130	MIHM INC.
577838	05/02/2018	\$287.61	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
577839	05/02/2018	\$6,468.09	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
577840	05/02/2018	\$33,880.84	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
577841	05/02/2018	\$576.15	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
577842	05/02/2018	\$120.55	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
577843	05/02/2018	\$36,705.17	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
577844	05/02/2018	\$575.42	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
577845	05/02/2018	\$107.10	CONTRACT SERVICES	70140	GNA-BROOK FIRE PROTECTION, INC.
577846	05/02/2018	\$1,100.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
577847	05/02/2018	\$458.83	SUPPLIES	1259	GRAFFITI SHIELD, INC.
577848	05/02/2018	\$163.07	SUPPLIES	9470	GRAINGER, INC.
577849	05/02/2018	\$275.00	CONTRACT SERVICES	56190	HELIODORO ALTAMIRANO/H.A. BUILDERS
577850	05/02/2018	\$4,100.00	CONTRACT SERVICES	56190	HELIODORO ALTAMIRANO/H.A. BUILDERS
577851	05/02/2018	\$825.00	CONTRACT SERVICES	56190	HELIODORO ALTAMIRANO/H.A. BUILDERS
577852	05/02/2018	\$15,561.76	PREPAID EXPENSES	73860	SYSTEM INNOVATORS
577853	05/02/2018	\$3,901.75	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
577854	05/02/2018	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
577855	05/02/2018	\$202.74	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
577856	05/02/2018	\$93.62	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
577857	05/02/2018	\$294.44	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
577858	05/02/2018	\$250.00	REFUND	2035	ELENA FABIOLA ISLAS
577859	05/02/2018	\$791.18	TRAINING	10340	LARRY JACKSON
577860	05/02/2018	\$1,064.74	VEHICLE MAINTENANCE/EXPENSES	75430	TEXTRON INC.
577861	05/02/2018	\$43.22	TRAVEL & MEETINGS	263	VO SI LAM
577862	05/02/2018	\$25,224.24	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
577863	05/02/2018	\$500.11	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
577864	05/02/2018	\$1,142.75	VEHICLE MAINTENANCE/EXPENSES	1153	LITTLEJOHN - REULAND CORPORATION
577865	05/02/2018	\$365.17	SUPPLIES	585	KENNEY HOLDINGS, LLC

577866	05/02/2018	\$223.16	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
577867	05/02/2018	\$600.00	EDUCATION REIMBURSEMENT	1636	BRYAN McHUGH
577868	05/02/2018	\$8,906.25	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
577869	05/02/2018	\$362.45	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
577870	05/02/2018	\$370.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. Rooter
577871	05/02/2018	\$407.59	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
577872	05/02/2018	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
577873	05/02/2018	\$1,988,167.89	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC.
577874	05/02/2018	\$12,665.91	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
577875	05/02/2018	\$122.96	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
577876	05/02/2018	\$1,468.77	INVENTORY	15620	OFFICE DEPOT
577877	05/02/2018	\$153.24	CONTRACT SERVICES	19480	ORKIN EXTERMINATING CO., INC.
577878	05/02/2018	\$712.50	CONTRACT SERVICES	876	PACIFIC OIL COMPANY
577879	05/02/2018	\$283.65	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
577880	05/02/2018	\$499.68	FRINGE BENEFITS	42490	LINDA PAYAN
577881	05/02/2018	\$750.00	EDUCATION REIMBURSEMENT	532	MARCO A. PENUELAS-SOLIS
577882	05/02/2018	\$400.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
577883	05/02/2018	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
577884	05/02/2018	\$172.87	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
577885	05/02/2018	\$1,592.72	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577886	05/02/2018	\$4,637.68	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577887	05/02/2018	\$5,067.16	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577888	05/02/2018	\$20,846.94	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577889	05/02/2018	\$8,634.40	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577890	05/02/2018	\$4,820.47	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577891	05/02/2018	\$4,042.58	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
577892	05/02/2018	\$246,297.80	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
577893	05/02/2018	\$12,376.06	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
577894	05/02/2018	\$1,650.67	FRINGE BENEFITS	9340	GEORGE S. SIMONIAN
577895	05/02/2018	\$671.91	SUPPLIES	43230	SIRCHIE ACQUISITION COMPANY, LLC
577896*	05/02/2018	\$3,831.57	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
577897	05/02/2018	\$398.91	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.

577898	05/02/2018	\$1,907.83	CONTRACT SERVICES	74190	SOUTHWEST WEAR PARTS CO., INC
577899	05/02/2018	\$116.12	SUPPLIES	14350	SUN BADGE COMPANY
577900	05/02/2018	\$3,920.00	CONTRACT SERVICES	72100	LEO ARNOLD/SUNSET DETECTIVES
577901	05/02/2018	\$600.00	EDUCATION REIMBURSEMENT	2031	KEVIN TINAJERO
577902	05/02/2018	\$475.43	FRINGE BENEFITS	27300	ROBERT C. TUFANO
577903	05/02/2018	\$7,520.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
577904	05/02/2018	\$250.00	REFUND	2024	ALMA VASQUEZ
577905	05/02/2018	\$250.00	REFUND	1671	LAURA VELJACIC
577906	05/02/2018	\$332.00	REFUND	2025	MARIA VILLANUEVA
577907	05/02/2018	\$605.87	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
577908	05/02/2018	\$5,704.21	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
577909	05/02/2018	\$3,300.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
577910	05/02/2018	\$682.00	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
577911	05/02/2018	\$3,971.66	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
577912	05/02/2018	\$6,437.50	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
577913	05/02/2018	\$987.00	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
577914	05/02/2018	\$435.81	SUPPLIES	67320	WINZER CORPORATION
577915	05/02/2018	\$530.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO/WRITERANNE
577916	05/02/2018	\$400.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
Total		\$3,255,968.42			
6093 - Successor Agency					
1393	05/02/2018	\$8,900.00	CONTRACT SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
Total		\$8,900.00			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.