

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, JANUARY 23, 2019

4:30 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR PRO TEM

SALVADOR MELENDEZ
COUNCILMEMBER

KIMBERLY A. COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

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
Interim Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Pro Tem Hadjinian
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 II1203+)

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

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

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

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THANK YOU FOR YOUR COOPERATION.***

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: R. Needle v. City of Montebello
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54945.9(d)(1)
Names of Cases: K. Lundy v. City of Montebello, J. Calleros v. City of Montebello
6. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
One matter regarding possible litigation will be discussed.
7. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association.
8. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Titles: Acting City Manager, Director of Finance, Director of Human Resources and Risk Management, Director Planning and Community Development
9. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)
Three Matters

REGULAR SESSION

10. **INVOCATION**

11. PLEDGE OF ALLEGIANCE

12. PRESENTATIONS:

a. INTRODUCTION OF NEW POLICE OFFICERS

b. OATH OF OFFICE – NEW COMMISSIONERS

- 13. 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.

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

15. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

16. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

- 17. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of **ITEM NO. 18** and any item 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

18. PUBLIC HEARING: CONDUCT PUBLIC HEARING AND CONSIDER RESCINDING RESOLUTION 17-40 RELATING TO FORMER EMERGENCY FISCAL POLICIES

COMMENT: The City will benefit from the repeal of Resolution 17-40, which will provide the path to clarify limits and procedures to procure goods and services via a comprehensive Municipal Code amendment. This agenda item was presented and discussed at the December 19, 2018 City Council Meeting. City Council directed Staff to schedule a public hearing as required by Resolution 17-40 for consideration of its repeal for purposes of eliminating confusion and restrictions on the City moving forward with addressing procurement inefficiencies and issues identified by the State Auditor Report.

There is no significant direct fiscal impact with this item.

RECOMMENDATION: That the City Council rescinds, by at least a 4/5 vote, Resolution 17-40 after holding a public hearing, as required by Resolution 17-40.

CONSENT MATTERS

19. COMMERCIAL CANNABIS PROCESS – RECOMMENDED NEXT STEPS BY CANNABIS AD HOC COMMITTEE, POSSIBLE SELECTION OF POTENTIAL OPERATORS, AND ADOPTION OF FEES

COMMENT: The City's cannabis ad hoc committee is presenting and requesting Council approval of its recommendations related to processing the next steps of the commercial cannabis program.

The recommended action will have a positive fiscal impact by recovering all City costs relating to the implementation of the City's commercial cannabis program.

RECOMMENDATION: It is recommended that the City Council receive and approve the recommendations of the City's cannabis ad hoc committee related to the processing of certain applicants, including Council adoption of a resolution setting fees related to processing and approving potential cannabis operators' licensing and other entitlements.

20. AWARD BACKGROUND INVESTIGATION SERVICES AGREEMENT TO SUNSET DETECTIVES FOR THE MONTEBELLO POLICE DEPARTMENT (RFP # 19-08)

COMMENT: After staff review and analysis of pertinent criteria, staff recommends awarding a contract to Sunset Detectives to provide background investigative services for prospective employees of the Montebello Police Department. The City Council will consider awarding this contract to Sunset Detectives and will consider authorizing the Acting City Manager to execute the Agreement on behalf of the City.

The fiscal impact will remain the same as in previous years. The Police Department, on average over the past three years, has spent \$23,081.00. The funds for background investigative services are budgeted in the Police Department's Fiscal Year 2018/19, Investigative Services, Outside Contracts Account.

RECOMMENDATION: It is recommended that City Council: (1) Approve a professional services agreement ("Agreement") for background investigation services with Sunset Detectives for a term of three years, with two optional one-year term extensions; and (2) Authorize the Acting City Manager to execute the Agreement on behalf of the City.

21. RECOMMENDATION FOR THE SERVICE AGREEMENT FOR FIRE APPARATUS REPAIR

COMMENT: That the City Council approve a three year service contract, utilizing the cooperative Service Agreement based on the West Covina Fire Departments' bid award to Performance Truck Repair, and allow the Acting City Manager to execute the written agreement in substantially the same form as said agreement, as approved by our City Attorney's Office.

The apparatus repairs are budgeted and would not require a budget appropriation. All apparatus repairs are budgeted annually.

RECOMMENDATION: That the City Council approve a three year service contract, utilizing a cooperative Service Agreement or "piggy-back", on or of the West Covina Fire Departments' bid award to Performance Truck Repair, and allow the Acting City Manager to execute the written agreement in substantially the same form as the agreement between West Covina and Performance Truck Repair, as approved by our City Attorney's Office. This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code's competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C).

22. APPROVE A RESOLUTION REJECTING ALL BIDS AS RECEIVED AND AUTHORIZING STAFF TO REISSUE THE REQUEST FOR PROPOSALS NO. 19-9 FOR CITYWIDE LANDSCAPE MAINTENANCE

COMMENT: The City Council will consider approval of a resolution rejecting all bids as received and authorize staff to reissue a Request for Proposals for Citywide Landscape Maintenance.

RECOMMENDATION: That the City Council approves a resolution rejecting all bids as received and authorize staff to reissue the Request for Proposals No. 19-9 for Citywide Landscape Maintenance to include language satisfying the California Labor Code requirements relating to prevailing wages.

23. PROPOSED ESTABLISHMENT OF A FIVE (5) YEAR PAVEMENT EXCAVATION MORATORIUM RESTRICTING UTILITY CUTS OF NEWLY PAVED ROADWAYS IN THE PUBLIC RIGHT-OF-WAY

COMMENT: The City Council will receive and file a report and direct staff to begin the process for establishing a pavement excavation moratorium restricting utility cuts of newly paved roadways in the public right-of-way.

No additional impacts are anticipated.

RECOMMENDATION: At this time, the funds necessary to notify utility companies, publish the public hearing notice in the local newspaper and City website, conduct the public hearing and draft the ordinance would be funded by the FY 2018/19 Public Works Maintenance and Operations Budget.

24. SEWER CONDITION VIDEO INSPECTION STUDY

COMMENT: The City Council will consider whether to: 1) receive and file a report on the 2018 Sewer Condition Video Inspection Study completed by Infrastructure Engineers, 2) authorize the Acting City Manager to execute on behalf of the City a Request for Services with Infrastructure Engineers to update and present at a future meeting a Sewer Rate Study and Sewer System Management Plan, and 3) approve a resolution of appropriation to fund the required services in the amount of \$17,000.

The estimated cost to update the Reports is \$17,000. In order to complete this update staff is recommending an appropriation from General Fund Reserves in the amount of \$17,000 and the authorization of the Acting City Manager to execute a Request for Services, under Agreement No. 3066, for Infrastructure Engineers to provide the required services.

RECOMMENDATION: That the City Council: (1) Receive and file a report on the 2018 Sewer Condition Video Inspection Study completed by Infrastructure Engineers; (2) Authorize the Acting City Manager to execute, on behalf of the City, a Request for Services with Infrastructure Engineers to update and present at a future meeting a Sewer Rate Study and Sewer System Management Plan; and (3) Approve a resolution of appropriation in the amount of \$17,000 to fund the proposed services.

25. HILTON GARDEN INN FINANCIAL ANALYSIS

COMMENT: The City Council will receive and file the City of Montebello's financial analysis of the Hilton Garden Inn.

RECOMMENDATION: That the City Council receive and file the City of Montebello's financial analysis of the Hilton Garden Inn hotel.

26. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PAUL TALBOT

COMMENT: The City Council will consider approval and authorizing the Mayor to execute a Professional Services Agreement with Paul Talbot to continue performing the duties of Acting City Manager for the City of Montebello.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Professional Services Agreement with Paul Talbot to serve as Acting City Manager on the terms set forth in the attached agreement.

27. DIRECTOR EMPLOYMENT CONTRACTS

COMMENT: The City Council will consider approving the positions of: (1) Director of Finance; (2) Director of Human Resources & Management; and (3) Director of Planning & Community Development.

The current monthly salary ranges for the three positions (Director of Finance, Director of Human Resources & Management, and Director of Planning & Community Development) is \$9,937 - \$12,083 per position (\$119,244 - \$144,996 annually, excluding benefits), as adopted in Resolution 18-52.

RECOMMENDATION: It is recommended that the City Council approve employment contracts for the following positions: (1) Director of Finance; (2) Director of Human Resources & Risk Management; and (3) Director of Planning & Community Development.

28. MONTHLY INVESTMENT REPORT – DECEMBER 2018

RECOMMENDED ACTION: Move to approved and file said report.

29. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: Y. Cebrero in the amount of \$3,000.00.

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

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated January 23, 2019.

31. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

32. COUNCILMEMBER JIMENEZ

- a. Revive Commission on aging
- b. Committee for Valentines Day event for Seniors
- c. Civility Code

33. COUNCILMEMBER MELENDEZ

- a. School Safety
- b. Utility box Mural Program

34. COUNCILMEMBER COBOS-CAWTHORNE

- a. Taylor Ranch possibilities to open to public
- b. Replacing of city signs: street, neighborhood watch, etc.
- c. Investigate PEG Public, Education and Government Access Finances and Fee restoration
- d. iPads – electronic automated agendas
- e. Utilization of staff time
- f. Monterey Park Marketplace follow up
- g. Youth Commission - alternates

35. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

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: Robert Mescher, Interim Finance Administrator

SUBJECT: Conduct Public Hearing and Consider Rescinding Resolution 17-40
Relating to Former Emergency Fiscal Policies

DATE: January 23, 2019

RECOMMENDATION

That the City Council rescinds, by at least a 4/5 vote, Resolution 17-40 after holding a public hearing, as required by Resolution 17-40.

BACKGROUND

On May 10, 2017, in response to the City's fiscal emergency, the City Council adopted a Resolution 17-40 (Attachment 1), establishing the following fiscal policies:

- (A) A hiring freeze is hereby imposed on full-time employment positions of the City that are currently unfilled as of the date of this Resolution, provided that this hiring freeze shall not apply to: (1) positions funded by special revenue funds of the City, or; (2) to the Police Department, the Fire Department, and public safety positions.
- (B) Notwithstanding contrary provisions in the Montebello Municipal Code:
 - (1) Any contract having an estimated annual cost exceeding \$20,000 shall be submitted to the City Council for approval, and during the City Council's consideration of the regular warrant register(s), the City Manager and/or Finance Director shall provide an update to the City Council on 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.
 - (2) Before or upon the City Council's approval of the Budget for the upcoming fiscal year, the City Council shall establish a quarterly limit on the aggregate value of contracts that may be approved by the City Manager during said quarter, subject to the individual contract limit set forth in subsection (1) immediately above, and upon reaching the aggregate limit for any quarter, after which all contracts entered into by the City during said quarter shall be submitted to the City Council for approval;

- (3) In nonemergency situations, all contracts, regardless of the estimated cost thereof, shall be competitively bid in accordance with the provisions of the Montebello Municipal Code.
- (C) The annual travel budget for members of the City Council shall not exceed Eighteen Thousand Dollars (\$ 18,000) ("Annual Travel Budget"), and such amount shall be divided equally among the five (5) members of the City Council such that the maximum annual travel reimbursement received by any individual member of the City Council shall not exceed Three Thousand Six Hundred Dollars (\$3,600) (" Individual Travel Reimbursement"). If any member of the City Council does not utilize their Individual Travel Reimbursement, any such unused portion shall be reallocated to the General Fund and available to fund any other General Fund expenditure. The Annual Travel Budget and/or the Individual Travel Reimbursement shall not be augmented and/or supplemented from the General Fund or any other fund of the City.
- (D) No meals shall be served during the closed session portion of City Council meetings, provided that nothing shall preclude or prevent the City Council from personally funding and/or accepting the donation of such meals.

The City's Municipal Code contains local laws regarding City procurements, including limits to various procurements, in Chapters 3.20 and 3.21. There are three other administrative documents in addition to Resolution 17-40 (Attachment 1) and Municipal Code Chapters 3.20 and 3.21 that provide guidance and limits for procurements. The documents are Administrative Policies VI-B-1 and VI-B-2 and Standard operating Procedure 600. These documents, when analyzed together, have contradicting and confusing limits and procedures.

Resolution 17-40 requires a noticed Public Hearing and 4/5ths vote of the City Council to repeal Resolution 17-40. The City appropriately published notice of this public hearing.

ANALYSIS

Although the intent of these fiscal policies in Resolution 17-40 was to reduce costs, they have unfortunately created an administrative burden, decreased efficiency, and increased costs in various circumstances. Importantly, Resolution 17-40 is a current roadblock to the City adopting corrective actions to correct several inefficiencies and issues identified in the recent State Auditor Report.

Section A – The hiring freeze of essential Staff has been an extreme burden on the existing employees. The use of temporary employees as department heads deprives the departments of required leadership, knowledge, skills, and consistency. Hiring of employees should be permitted when the costs are included in the adopted budget.

Subsection B (1) – The \$20,000 contract limit to be approved by City Council is low for a City the size of Montebello. It represents 0.02% of the overall operating budget of about \$100,000,000. The California Society of Municipal Finance Officers conducted a survey in 2015. The median limit of the City Manager's authorization was \$50,000 in cities with a population between 50,000 and 75,000. City Council approvals delay purchase of critical equipment repairs, supplies and services for Public Works, Transit, Police, and Fire Departments. The City also incurs legal costs and several hours of executive staff labor to prepare and present each City Council Staff Report.

Subsection B (2) – A quarterly limit for FY2019 has yet to be established. A quarterly limit would be difficult to establish because budgeted expenditures, especially repairs cannot be evenly spread over a three-month period. The adopted budget should be the guiding limit.

Subsection B (3) – Resolution 17-40 requires that all non-emergency contracts regardless of cost must be competitively bid. For small purchases, any benefit may be completely offset by increased Staff labor and delays in purchasing critical items such as ammunition, facility maintenance supplies, vehicle repairs, etc. A \$3,000 limit would be more reasonable.

Section C – The City Council travel budget limit is redundant to the effect of the adopted City Budget

Section D – The prohibition of City funded meals for the City Council Meetings does not need a formal resolution.

The three other documents besides Resolution 17-40 and Municipal Code Chapters 3.20 and 3.21 also provide guidance and limits for procurements:

Administrative Purchasing Policy VI-B-1 (1987);
Administrative Federal Grants Purchasing Policy VI-B-2 (2017); and
Standard Operating Procedure 600 for Purchasing (2018).

Overall, these documents have contradicting and confusing limits. In order for City staff to present recommendations for the City Council regarding amendments to Municipal Code clarifying limits, procurement types, and procedures, Resolution 17-40 must be rescinded. City staff is currently drafting these Municipal Code amendments and will present the comprehensive ordinance at the first City Council meeting in February 2019. By rescinding Resolution 17-40, the City's current Municipal Code procurement provisions and other administrative policies will control City action until the comprehensive ordinance becomes effective, which were controlling prior to Resolution 17-40. The proposed amendments will strengthen the City's procurement process and would override all prior documents regarding procurements to eliminate confusion and reduce the risk on non-compliance.

FISCAL IMPACT

There is no significant direct fiscal impact with this item. The future Municipal Code amendments will increase internal controls, reduce the risk of noncompliance with regulating agencies and grantors, while decreasing the processing time and labor costs to procure goods and services.

SUMMARY

The City will benefit from the repeal of Resolution 17-40, which will provide the path to clarify limits and procedures to procure goods and services via a comprehensive Municipal Code amendment. This agenda item was presented and discussed at the December 19, 2018 City Council Meeting. City Council directed Staff to schedule a public hearing as required by Resolution 17-40 for consideration of its repeal for purposes of eliminating confusion and restrictions on the City moving forward with addressing procurement inefficiencies and issues identified by the State Auditor Report.

ATTACHMENTS

Attachment 1 – Resolution 17-40

Attachment 2 – City of Montebello Purchasing Guideline History and Recommendation

Attachment 3 – Resolution to Rescind Resolution 17-40

CITY COUNCIL RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, RESCINDING RESOLUTION 17-40 WHICH ESTABLISHED CERTAIN
EMERGENCY FISCAL POLICIES**

WHEREAS, on May 10, 2017, the City Council declared a fiscal emergency and adopted Resolution 17-40 establishing certain fiscal policies;

WHEREAS, these fiscal policies included:

- (A) Hiring freeze
- (B) \$20,000 City Manager authorization limit
- (C) Quarterly City Manager authorization limit
- (D) Competitively bid procurements, regardless of estimated cost
- (E) Annual travel budget for City Council
- (F) Prohibited meals served during closed sessions of City Council;

WHEREAS, City Municipal Code Chapters 3.20 and 3.21 and three other documents also provide guidance and limits for procurements, causing confusion and complexity in the procurement process;

WHEREAS, the City Staff is drafting revisions to the Municipal Code to clarify limits, procurement types, and procedures. The proposed amendments would override all prior documents regarding procurements to eliminate confusion and reduce the risk on non-compliance, in addition to correcting issues and inefficiencies identified in the State Auditor's Report;

WHEREAS, the City Staff will present these revisions to the Municipal Code for Council consideration at the first regular Council meeting in February 2019;

WHEREAS, Resolution 17-40 has caused administrative burden, decreased efficiency, and increased costs in various circumstances, and it serves as a roadblock for the City to adopt its Municipal Code procurement amendment;

WHEREAS, Resolution 17-40 requires a noticed Public Hearing and 4/5ths vote of the City Council to rescind it;

WHEREAS, a public hearing was scheduled on Wednesday, January 23, 2019 at the hour of 6:30 PM, in the Council Chambers in the City Hall, Montebello, California, to hear and consider public comment regarding the rescinding of Resolution 17-40;

WHEREAS, notice of such hearing was properly advertised in the manner and for the time required by law; and

WHEREAS, such hearing was duly and regularly held on January 23, 2019, at which hearing all interested parties were given the opportunity to be heard.

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

SECTION 1. 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. That the City Council of Montebello hereby rescinds Resolution 17-40, effective immediately, by a minimum of a 4/5 Council vote as evidenced below.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 23rd DAY OF January , 2019.

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

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: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: Commercial Cannabis Process – Recommended Next Steps by Cannabis Ad Hoc Committee, Possible Selection of Potential Operators, and Adoption of Fees

DATE: January 23, 2019

RECOMMENDATION:

It is recommended that the City Council receive and approve the recommendations of the City's cannabis ad hoc committee related to the processing of certain applicants, including Council adoption of a resolution setting fees related to processing and approving potential cannabis operators' licensing and other entitlements.

BACKGROUND:

During the January 9, 2019 City Council meeting, City staff sought direction from the City Council relating to implementing next steps in the City's commercial cannabis process. During this meeting, the City Council approved the formation of a cannabis ad hoc committee consisting of Mayor Pro Tem Jack Hadjinian and Councilmember Kimberly Cobos-Cawthorne to consider and develop recommendations in implementing the next steps. The Council also directed the City's Police, Fire, Public Works, Finance, and Community Development Departments to attend the ad hoc committee's meeting, along with the Acting City Manager and City Attorney. On January 15, 2019, the ad hoc committee met with the abovementioned City staff to address issues surrounding potential cannabis business approvals and to evaluate the thirty-six (36) current applicants. After substantive discussion, the ad hoc committee developed recommendations in implementing next steps in the commercial cannabis process.

DISCUSSION:

After discussion with the various individuals at the ad hoc committee's meeting, the committee consisting of Mayor Pro Tem Hadjinian and Councilmember Cobos-Cawthorne developed the following three (3) recommendations for the City Council's consideration and approval:

Recommendation #1:

Direct City staff to process local entitlements and development agreement terms after its due consideration and evaluation for all current applicants who have secured a property site in compliance with the City's Zoning Code and have obtained a State temporary license for any commercial cannabis activities allowed under the City's Municipal Code. City staff shall not implement this direction for any applicant unless the applicant has provided the City with proof of property site control (e.g. a property lease or deed) and a copy of the State temporary license for each proposed commercial cannabis activity no later than 5:00 p.m. on January 31, 2019. Additionally, this direction does not constitute a final approval for such qualifying applicants, as such applicants are still required to obtain a Livescan check through the Montebello Police Department and are subject to the final CUP approval and the negotiated development agreement approval.

Recommendation #2:

Authorize the Acting City Manager to hire a consultant to assist City staff in processing any qualifying applicants, subject to the City Manager's contracting authority limits for such professional services.

Recommendation #3:

Adopt the attached resolution setting various cannabis business-related fees relating to recovering the City's costs in processing any qualifying applicants. These fees are in addition to any generally applicable fees that have already been adopted by the City.

In order to recover all costs reasonably associated with the preparation, processing, administration, and enforcement of the City's cannabis business program, the City needs to adopt cannabis business-related fees. Accordingly, City staff determined the costs of establishing and maintaining the City's commercial cannabis program by estimating staff and consultant time for various tasks of the process. City staff also studied the fees charged by neighboring jurisdictions for similar actions and determined that the resolution's fees are reasonable and support a justifiable 100% cost recovery model. As such, the City must impose a fee for each commercial cannabis activity application, associated development agreement and all other related implementation, monitoring or enforcement costs. To determine the appropriate fee amount for each application, the City's expenses - including expenses for public hearings, staffing, consulting services and legal fees - were calculated and equally divided between the projected minimum number of applications the City may receive.

The proposed fees, to be reflected and incorporated as amendments to the appropriate City Fee Schedule is presented below:

Amendments to City Fee Schedule

Application	Fee
Cannabis Property Expedited Screening	\$15,000.00 Non-Refundable Flat Fee (per requested activity type* at property)
Commercial Cannabis Development Agreement	\$16,500.00 Non-Refundable Deposit
Determination Appeals	Same as original application fee
Change of Location, Ownership or Transfer	\$5,800.00 Non-Refundable Flat Fee
Development Agreement Modification	\$6,200.00 Non-Refundable Deposit

*Activity type means any of the following activity types allowed under the City's Municipal Code, as may be amended: indoor cultivation, manufacturing, testing, distribution, and non-storefront retail delivery

FINANCIAL IMPACT

The recommended action will have a positive fiscal impact by recovering all City costs relating to the implementation of the City's commercial cannabis program.

CONCLUSION:

The City's cannabis ad hoc committee is presenting and requesting Council approval of its recommendations related to processing the next steps of the commercial cannabis program.

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, ESTABLISHING NEW FEES RELATED TO THE CITY'S COMMERCIAL
CANNABIS PROGRAM FOR COST COVERY**

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

WHEREAS, the City allows cannabis cultivation, manufacturing, testing, distribution, and non-storefront retailer-delivery only of medicinal and adult-use cannabis and cannabis products, and the ancillary transportation and delivery of same, in a responsible manner to protect the health, safety, and welfare of the residents of City of Montebello and to enforce rules and regulations consistent with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, and related laws, regulations, and policies issued by the State of California;

WHEREAS, the City may set and establish fees, which will serve to recover the City's costs reasonably incurred in processing, administering, monitoring and enforcing its commercial cannabis program;

WHEREAS, certain fees must be imposed to applicants in order to ensure all costs reasonably associated with the preparation, processing, administration, and enforcement of the City's commercial cannabis program are recovered by the City;

WHEREAS, accordingly, the City has determined the costs of establishing and maintaining a commercial cannabis program;

WHEREAS, the City must impose a fee for each commercial cannabis activity application, associated development agreement and all other related implementation, monitoring or enforcement costs. To determine the appropriate fee amount for each commercial cannabis activity application, the City's expenses - including expenses for public hearings, staffing, consulting services and legal fees - were calculated and equally divided between the projected minimum number of applications the City may receive;

WHEREAS, based on the City's study of estimated costs to conduct tasks associated with the commercial cannabis program and review of neighboring jurisdictions' fees, the proposed new fees, to be reflected and incorporated as amendments to the appropriate City fee schedule are as follows:

Amendments to City Fee Schedule

Application	Fee
Cannabis Property Expedited Screening	\$15,000.00 Non-Refundable Flat Fee (per requested activity* at property)
Commercial Cannabis Development Agreement	\$16,500.00 Non-Refundable Deposit

Determination Appeals	Same as original application fee
Change of Location, Ownership or Transfer	\$5,800.00 Non-Refundable Flat Fee
Development Agreement Modification	\$6,200.00 Non-Refundable Deposit

*Activity type means any of the following activity types allowed under the City's Municipal Code, as may be amended: indoor cultivation, manufacturing, testing, distribution, and non-storefront retail delivery

WHEREAS, City Council approval of the imposition of these fees concerning commercial cannabis businesses and activities, will allow the City to proceed with the application process for the purpose of accepting applications, processing applications, undergoing a review and selection process of applicants, and ultimately entering into development agreements for commercial cannabis operations within the City,

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

SECTION 1. RECITALS.

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.

(a) That the City Council hereby adopts the fees, as established herein and incorporated by this reference, by this Resolution under its authority pursuant to local and state law, and such fees shall be imposed as set forth herein, for the reasonable estimated costs the City of Montebello will incur with respect to accepting, processing, reviewing, investigating, and performing certain regulatory activities associated with the enforcement of the program pursuant to the City Council-approved commercial cannabis program:

Amendments to City Fee Schedule

Application	Fee
Cannabis Property Expedited Screening	\$15,000.00 Non-Refundable Flat Fee (per requested activity type* at property)
Commercial Cannabis Development Agreement	\$16,520.00 Non-Refundable Deposit
Determination Appeals	Same as original application fee
Change of Location, Ownership or Transfer	\$5,760.00 Non-Refundable Flat Fee
Development Agreement Modification	\$6,210.00 Non-Refundable Deposit

*Activity type means any of the following activity types allowed under the City's Municipal Code, as may be amended: indoor cultivation, manufacturing, testing, distribution, and non-storefront retail delivery

(b) That payment of the fees be submitted to the City of Montebello.

(c) That the City of Montebello will not begin any task as required by its commercial cannabis program, until and unless the applicable fee has been paid to the City of Montebello in full.

(d) That the fees as designated herein shall be non-refundable.

(e) That payment of the fees does not guarantee approval of any cannabis business, or the reversal of a decision of the City of Montebello. It also, does not guarantee any approval of a conditional use permit or other City granted entitlements.

(f) That the above fees do not include any other fees due for, without limitation, other permits, licenses, inspections, document preparation that may be required by the City of Montebello such as, but not limited to, application for conditional use permit or other land use entitlements, building permits, certificates of occupancy, or mandatory fire inspections.

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. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2019.

Jack Hadjinian, Mayor Pro Tem

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Brad Keller, Chief of Police

SUBJECT: Award Background Investigation Services Agreement to Sunset Detectives for the Montebello Police Department (RFP # 19-08)

DATE: January 23, 2019

RECOMMENDATION

It is recommended that City Council:

1. Approve a professional services agreement ("Agreement") for background investigation services with Sunset Detectives for a term of three years, with two optional one-year term extensions.
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

On November 1, 2018, the City issued a Request for Proposals (RFP) No. 19-08 for background investigation services concerning prospective employees of the Montebello Police Department to determine if they are suitable for employment. The solicitation was made on Planet Bids via the City website. A copy of the RFP is available in the City Clerk's Office.

ANALYSIS

As of the closing deadline of November 12, 2018, the City received three proposals in response to RFP No. 19-08 from the following companies:

Firms

Sunset Detectives
Kurk Investigative Group
Joe Mar Polygraph & Investigative Services

Staff evaluated the proposals based on the following criteria:

- 1) Approach to the work – firm plans to achieve the results desired
- 2) References –past performance, including staff & key personnel
- 3) Proposed Price Schedule – firm price of list for services, including pricing for travel outside of the local geographic area included in the price scale.

Staff carefully reviewed all proposals submitted during the RFP process, taking into consideration cost effectiveness, experience and services performed by each firm. Based on the proposals submitted by each, staff recommends that Sunset Detectives provide these services to the Montebello Police Department. The contract term is for three (3) years with an option to extend the contract for two additional (2) one-year terms.

FISCAL IMPACT

The fiscal impact will remain the same as in previous years. The Police Department, on average over the past three years, has spent \$23,081.00. The funds for background investigative services are budgeted in the Police Department's Fiscal Year 2018/19, Investigative Services, Outside Contracts Account.

SUMMARY

After staff review and analysis of pertinent criteria, staff recommends awarding a contract to Sunset Detectives to provide background investigative services for prospective employees of the Montebello Police Department. The City Council will consider awarding this contract to Sunset Detectives and will consider authorizing the Acting City Manager to execute the Agreement on behalf of the City.

ATTACHMENT

Draft Contract Agreement

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

1. Invitation to Bid

The Montebello Police Department (MPD) is seeking proposals from qualified and experienced Service Providers who are interested in contracting with the City of Montebello (CITY) to provide background investigation services on prospective employees of the MPD to determine if they are suitable for employment.

Depending on the availability of funding and the needs of the CITY, the MPD's objective is to award one contractor with an experienced Service Provider(s) who will provide the services noted under the Scope of Service in **Section 4** of this RFP. The proposed contract term will be for three (3) years with the option to extend the contract for up to two years at the discretion of the CITY.

2. Overview

The background investigation is used as the first stage of the background process and may be used to screen candidates who may or may not meet the standards for MPD's sworn (law enforcement/peace officer) and non-sworn positions. Background investigation services must comply with California Commission on Peace Officer Standards and Training (POST) requirements and standards, CITY policies, the MPD policies and guidelines regarding background investigations for sworn and non-sworn positions.

Based upon the MPD's recruiting/background investigation criteria, the Service Provider will be required to investigate records held by the Criminal Justice system, Credit Reporting Agencies, Department of Motor Vehicles, and Polygraph results as well as contacting employers and references. The amount of backgrounds per month/per year will vary depending on the amount of applicants. The background investigations shall be completed and returned to the MPD within sixty (60) days of the assignment unless otherwise specified.

3. Minimum Qualifications

Service Provider must hold a valid private investigator's license as required under the California Private Investigator's Act and must be licensed by the California Department of Consumer Affairs, Bureau of Security and Investigative Services to conduct background investigations.

Service Provider must have a current membership in the California Background Investigators Association (CBIA).

Service Provider must show proof of successful completion of the POST-certified background investigation course. The course must be a minimum of thirty-two (32) hours.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

Service Provider should have a minimum of three (3) years prior experience as background investigator in good standing with California law enforcement/public safety agencies.

4. Scope of Service

Service Provider shall furnish all labor, materials, equipment, tools, supplies necessary, transportation, licenses, permits, and insurance to conduct background investigations of applicants for both sworn and non-sworn civil service classification for the MPD. Service Provider shall conduct investigations throughout the entire State of California. Details, specifications, terms and conditions of the agreement are provided below.

Service Provider shall conduct POST compliant background investigation on sworn law enforcement officer and non-sworn employment candidates to verify the absence of past behavior indicative of unsuitability to perform sworn law enforcement officer duties and civilian position duties in the MPD.

The investigation shall consider all of the dimensions below:

- a) Integrity
- b) Impulse Control / Attention to Safety
- c) Substance Abuse and Other Risk-Taking Behavior
- d) Stress Tolerance
- e) Confronting and Overcoming Problems
- f) Obstacles and Adversity
- g) Conscientiousness
- h) Interpersonal Skills
- i) Decision-Making and Judgment
- j) Learning Ability and Communication Skills

The following are work tasks assumed necessary to background investigations:

- a) Interviewing applicants
- b) Reference checks of applicants
- c) Criminal history investigation of applicants
- d) Determination of drug and alcohol use by applicants
- e) Verification of credit history
- f) Verification of Civil Records
- g) Verification and investigation of current and former employment history
- h) Verification of education requirements, birth, marriage, and dissolution claims
- i) Testifying before the Civil Service Commission

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

Service Provider shall summarize the investigation results in a background narrative report that includes sufficient information for the reviewing authority to extend, as appropriate, a conditional offer of employment. The report, along with all supporting documentation obtained during the course of the background investigation, shall be included in the candidate's background investigation file. The supporting documents shall be originals or true, current, and accurate copies as attested to by the Service Provider.

The final report shall be bound in a Classification Folder (provided by MPD) large enough to hold all documentation and delivered to the MPD either in person or via regular U.S. Mail or other courier service. The classification folder shall have labeled tabs for the various investigative dimensions. The final report may include a picture of the applicant as they appeared for their initial in-person interview. Extensions may be granted as determined to be appropriate by both parties for unforeseen delays. Make an immediate verbal status report when issues surface that are significant, derogatory, adverse or disqualifying.

Service Provider may not terminate an investigation without consultation and permission from a designated MPD staff member.

Service Provider must be current in the latest changes in personnel laws as they relate to background investigations.

All work shall be done in the most professional, efficient and cost-effective manner. All services rendered shall be subject to inspection by the MPD at any time. The background investigations shall be completed and returned to the MPD within sixty (60) days of the assignment unless otherwise stated.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Police Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFP (19-8) shall be directed in writing no later than Monday, November 5, 2018 @ 5:00 p.m., to MPD: Attn: Sergeant Marc Marty, mmarty@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

**NOTICE INVITING REQUEST FOR PROPOSALS
For Background Investigation Services**

RFP NO. 19-8

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as CITY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **11:00 a.m. on Monday November 12, 2018.**

Copies of the specifications and contract documents are available on PlanetBids Vendor Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

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

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

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted as required.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The CITY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFP is Sergeant Marc Marty. He can be reached at (323) 887-1200 ext. 273 or by email at mmarty@cityofmontebello.com.

THE DATE OF SOLICITATION: Monday October 29, 2018
SUBMITTAL DUE DATE: Monday November 12, 2018 @ 5:00 pm
AWARD DATE: _____ Council Meeting (as required)

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. All proposals must either be 1) on paper, mailed or delivered to the City of Montebello OR 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will provide requested services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services
- c. Identify any contractors/sub-contractors that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- d. Utilize and attach the Contractor Information sheet (Page)

3. References

- a. Provide a list of at least 3 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's name or Team's Capabilities and Abilities; Review Times.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

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POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

5. **Customer Service** - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.

6. **Standard Professional Services Agreement** - Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

BIDDERS INFORMATION

**City of Montebello – Police Department Background Investigation Services
FOR THE CITY OF MONTEBELLO, CA**

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ **Zip Code:** _____

Remit to Address: _____

City: _____ **Zip Code:** _____

Phone #: _____

Fax#: _____

Name: _____

Title: _____

Signature/Date: _____

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
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INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 45 days after the closing date.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. Vendors will be notified of the intent to award via the PlanetBids Vendor Portal. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible bidder:

- | | | |
|----|---|-----|
| A. | Lowest overall price | 40% |
| B. | Adherence to specifications as detailed in this RFP | 20% |
| C. | Firm's experience in providing similar services | 20% |
| D. | References | 20% |

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

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COMMENCEMENT OF SERVICES - A Purchase Order will be issued once: Council authority is granted, if applicable; All agreements have been executed; Insurance requirements have been met; Verification of valid City Business License; Verification of current W-9 State Tax Form. Commencement of services shall begin once Bidder receives the Notice to Proceed and Purchase Order from the City and applies for a no-fee permit (where required).

RETURN OF BID/CLOSING DATE/RETURN TO – Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. *There are no fees to register and bid on this RFP.*

DELIVERY OF PROPOSALS – All Submittals for this RFP must be done electronically through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> . All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be made available to each bidder via PlanetBids accessed from the City of Montebello's website. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work (as required). The Contractor's shall pay for and obtain a City Business License as required. The City will waive City Permit Fees

PROPOSER'S COST – Costs for developing proposals including travel, mileage, fuel, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

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

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

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: Sergeant Marc Marty
Professional Standards & Training
mmarty@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1273

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CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

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

During the term of the contract, the Contractor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Contractor or in any way affect the performance of the contracted services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

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EXHIBIT "A"

SAMPLE PROFESSIONAL AGREEMENT

**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 MPD desires to retain a qualified professional contractor to provide Professional Background Investigation Service ; 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 Background Investigation Services (October 22, 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 (hereinafter "Professional Services").
- C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY at

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**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
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the completion of each investigation 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 products 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.

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

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- 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 Professional Standards Sergeant.

SECTION 6. CITY SUPERVISION.

The Administrative Sergeant and or Training Sergeant 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.

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- b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) 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.

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- 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

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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 \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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.

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.

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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

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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

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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

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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:

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

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Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
LICENSE: PI8828 & PPO8072

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

LETTER OF INTRODUCTION

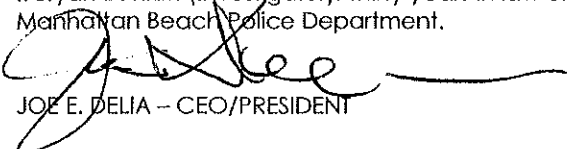
JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES is proud to be considered to provide BACKGROUND INVESTIGATION SERVICES to MONTEBELLO POLICE DEPARTMENT. Our team of investigators is led by Rachel Archambault, who would be the PROJECT MANAGER and company contact with the MONTEBELLO POLICE DEPARTMENT representative.

Ms. Archambault for over five years led the background investigations for the Westminster Police Department and recognized by the city of Westminster with multiple awards. In her position, Rachel oversaw the Westminster Police Department Personnel/Background Division and supervised both in-house and contracted background investigators. She has personally handled hundreds of cases and routinely managed a case load of 20+ backgrounds. Rachel is an active member of the California Background Investigators Association (CBIA).

Assisting Rachel, as a Lead Investigator, is Lisa Gallatin. Lisa is an experienced background investigator with over 20 years of experience conducting POST backgrounds on both sworn and civilian personnel. She oversaw the Huntington Beach Police Department Personnel/Background Division and supervised as many as 15 contract background investigators. Lisa has personally handled thousands of cases and routinely managed a case load of 50+ backgrounds. She has received multiple awards from the city of Huntington Beach for her work and is an active member of the California Background Investigators Association.

The remainder of our team is comprised of eight additional investigation professionals. They include:

- .. James Mastick (Investigator): Twenty years of background investigation experience and trained in POST BACKGROUND INVESTIGATIONS and a licensed Private Investigator with the State of California.
- .. Brian P. Boyd (Investigator): Seventeen year veteran in background investigations for both Homeland Security and the City of Inglewood, CA.
- .. Norma Hansen (Investigator): Eight years of background investigation experience with the Santa Barbara Police Department and District Attorney Office of Santa Barbara.
- .. Cyndi Sanders (Investigator): Experienced in conducting investigations in a variety of areas including personnel investigations, background investigations, internal affairs investigations and disciplinary investigations.
- .. Jeffrey R. Cameron (Investigator): Served eleven years as the Background Investigations Coordinator and Background Investigator for Redondo Beach Police Department.
- .. John Robert Bacon (Investigator): Over ten years of investigation experience that is part of his 28 years in law enforcement.
- .. Lawrence Barnes (Investigator): Retired Los Angeles County Sheriff Deputy with 25 years of experience as an investigator.
- .. Bryan D. Klatt (Investigator): Thirty years in law enforcement and recently conducting background investigations for Manhattan Beach Police Department.


JOE E. DELIA -- CEO/PRESIDENT

Rachel Archambault

6858 Issac Ct. Chino CA 91710

714.720.7330 | Rachel.Joemarp@gmail.com

Objective

- I am an experienced background investigator with over 15 years experience conducting investigations and 5 years conducting POST backgrounds on both sworn and civilian personnel. I have handled hundreds of cases and routinely managed a caseload of 20+ backgrounds for the Westminister Police Department. I have overseen the WPD Personnel/Background Division and supervised contract background investigators, Police Aides and WPD Volunteers. My objective is to use my experience and expertise while conducting law enforcement background investigations as an independent contractor.

Education

- Brea Olinda High School – Brea, CA
- Mt San Antonio College – Walnut, CA
- Rio Hondo College – Police Academy / Criminal Justice

Personal Attributes

- | | | |
|-------------|---------------|-------------|
| • Reliable | • Experienced | • Intuitive |
| • Organized | • Thorough | • Dedicated |

Awards / Leadership

- 2004 : Rio Hondo Police Academy Class #172 Graduated #4 of 96 recruits.
- 2011: WPD Officer of the Quarter
- 2015 : City of Westminister City Council Annual Spirit of the City Award / Public Service
- Additional commendations available upon request.

Employment

- Westminister Police Department (2004 – Present)

Police Officer (Patrol, Volunteer Coordinator, Vice decoy, Personnel Officer, Background Investigator, Background Division Coordinator, Recruiter, Training coordinator)

Reference letters available upon request.

Lisa Gallatin

3183 Chatwin, Long Beach, CA 90808

714.330.2798 | matteroli@yahoo.com

Objective

- I am an experienced background investigator with over 20 years experience conducting POST backgrounds on both sworn and civilian personnel. I have handled thousands of cases and routinely managed a case load of 50+ backgrounds for the Huntington Beach Police Department. I have overseen the HBPD Personnel/Background Division and supervised as many as 15 contract background investigators. My objective is to use my experience and expertise while conducting law enforcement background investigations as an independent contractor.

Education

- Grand Junction High School – Grand Junction, CO
- California State University, Long Beach – Bachelor of Arts, Criminal Justice – Honors
- Chapman University – Master of Arts, Criminology

Personal Attributes

- | | | |
|-------------|---------------|-------------|
| • Reliable | • Experienced | • Intuitive |
| • Organized | • Thorough | • Dedicated |

Awards / Leadership

- 1993 : Orange County Sheriff's Academy Class #111 / Class President
- 1999 : HBPD Community Liaison Team Award for Exemplary Service
- 2002 : Huntington Beach Police Department / Non Uniform Officer of the Year
- 2017 : Mayor's Award / Outstanding Public Service
- Additional commendations available upon request.

Employment

- Los Angeles County Sheriff's Department / 1991 – 1993
Reserve Sheriff Deputy
- El Segundo Police Department / 1993 – 1995
Police Officer (Patrol)
- Huntington Beach Police Department / 1995 – Present
Police Officer (Patrol, DARE, Budget and Research, Executive Protection Team, Vice decoy, Personnel Officer, Background Investigator, Background Division Coordinator, Recruiter)

Reference letters available upon request.

JAMES STEVEN MASTICK

1631 Ocean Avenue
Seal Beach, CA 90740
(Home) 562-493-0307
(Cell) 562-761-3682
(Fax) 714-377-4359
jamesmastick@gmail.com

EMPLOYMENT HISTORY

December 1999 to April 2018 - Background Investigator (part-time), City of Inglewood, Inglewood, CA. Conducted police officer, public safety dispatcher, and other police related background investigations.

February 2005 to September 2016 - Contract Special Investigator, Computer Sciences Corporation, Chantilly, VA. Conducted U.S. Customs and Border Protection (CBP) and Immigration and Customs Enforcement (ICE) background investigations on applicants seeking a position as a special agent or officer, and periodic review background investigations on active employees of CBP and ICE.

June 2007 to September 2016 - Contract Special Investigator, MSM Security Services, Greenbelt, MD. Conducted U.S. Customs and Border Protection (CBP), and Immigration and Customs Enforcement (ICE) background investigations on applicants seeking a position as a special agent or officer, and periodic review background investigations on active CBP and ICE employees. Conducted U.S. National Surveillance Agency (NSA) background investigations on persons selected to consult and/or advise the NSA.

July 2005 to August 2012 - Contract Special Investigator, CACI, Chantilly, VA. Conducted U.S. Office of Personnel Management background investigations on persons requiring U.S. Government security clearances, and periodic review background investigations on persons holding security clearances.

November 2005 to June 2009 - Contract Special Investigator, Keypoint Government Solutions (formerly KROLL), Loveland, CO. Conducted U.S. Office of Personnel Management background investigations on persons requiring U.S. government security clearances, and periodic review background investigations on persons holding security clearances.

September 2001 to August 2007 - Contract Special Investigator, US Investigations Services, Annandale, PA. Conducted U.S. Office of Personnel Management background investigations on persons requiring U.S. government security clearances, and periodic review background investigations on persons holding security clearances.

May 1998 to August 1999 - Police Officer, City of Westminster,, Westminster, CA. Assigned to the Patrol Division (Retired).

April 1998 to May 1998 - Deputy Marshal, County of Orange, Santa Ana, CA. Assigned to Superior Court as a Bailiff.

November 1995 to April 1998 - Police Officer (November 1995 to January 1998), Detective (January 1998 to April 1998), City of Westminster, Westminster, CA. Assigned to the Patrol Division and later the Detective Bureau.

July 1995 to November 1995 - Police Officer, City of Inglewood, Inglewood, CA. Assigned to the Patrol Division.

August 1994 to November 2011 - Private Investigator, Microsearch, Seal Beach, CA. Performed technical surveillance countermeasures for corporations, government agencies and private parties.

May 1987 to August 1994 - Investigative Specialist, Rockwell International, Seal Beach, CA. Performed comprehensive investigations into the loss or compromise of classified documents, media, U.S and company owned classified property. Investigated conflicts of interest, mischarging, sabotage, narcotics possession and other violations of corporate policy and local, state and federal laws. Prepared and submitted detailed reports to the U.S. Defense Investigative Service or Customer.

March 1977 to May 1987 - Police Officer/Detective, City of Inglewood. Assigned to the Patrol Division (March 1977 to February 1982). Assigned to the Detective Bureau (February 1982 to May 1987). Served in months long temporary specialized assignments with Metro and narcotics and robbery task forces.

EDUCATION

1968 to 1971 - Long Beach City College, Long Beach, CA, Associate of Arts Degree
1971 to 1972 - San Diego State College, San Diego, CA
1975 to 1976 - California State University, Long Beach, Long Beach, CA
1989 to 1990 - National University, Irvine, CA
2000 to 2000 - California State University, Long Beach, Long Beach, CA (three units needed for a Bachelor of Arts Degree in Criminal Justice)

TRAINING

Annual U.S. Refresher Security Briefings from 2001 to 2016.
U.S. Office of Personnel Management Background Investigations Course, 45 hours, Annandale, PA
Annual P.O.S.T. Police Officer/Public Safety Dispatcher Background Investigations Updates
P.O.S.T. Police Officer/Public Safety Dispatcher Course, 40 hours, Santa Rosa, CA
Numerous police and investigative training courses (Copies of Certificates available)
NSA, COMSEC, INFOSEC, OPSEC, DoD, AIS and Industrial Security Management training
Technical Surveillance Countermeasures taught by Drug Enforcement Administration (DEA)
Agent formerly in charge of technical surveillance for the DEA

LICENSES/CERTIFICATES/CLEARANCES

Top Secret Security Clearance while employed by CACI, CSC, MSM and Keypoint Government Solutions
Single Scope Background Investigation (SSBI), and five year Periodic Review Background Investigations until 2016.
Previously held Top Secret Security Clearance, SCI, Special Accesses to Proprietary Classified Programs while employed by Rockwell International
Advanced P.O.S.T. Certificate, #A23379
Interception of Wire Communications, California Department of Justice
California Private Investigator License, #17144
CCW Authorized

Brian P. Boyd

Experienced Law Enforcement Professional

boyd.brianp@gmail.com

310-614-9433 • Torrance, CA 90503

Successful 28 year career as a police officer. Experienced in conflict resolution under the most challenging circumstances. Strategic-minded, able to devise effective plans for combatting personnel-related issues. A consummate professional and a team player, adept in communicating across all levels of an organization.

Areas of Expertise include:

- Background Investigation
- Conflict Resolution
- Traffic Investigation
- Performance Management
- Client/Vendor Relations
- Mentoring and Coaching
- Training and Development
- Project Management
- Special Event Management

Professional Experience

CITY OF INGLEWOOD • Inglewood, CA • 07/2008 – 04/2018

CIVILIAN INVESTIGATIVE SPECIALIST

Project manages assigned pre-employment background investigations for City employees. Including, administering live-scan finger print, scheduling drug testing and polygraph test. Conduct interviews with applicants, references, previous employers including neighborhood residence checks. Prepare extensive report of findings for all investigations.

Key Accomplishments:

- Developed protocols and best practices for conducting background investigations.
- Vetted and implemented new process for finger printing that resulted in revenue to the City.

HOMELAND SECURITY • Tyson Corner, VA • 2/2001 – 12/2015

CONTRACT BACKGROUND INVESTIGATOR

Assigned cases to conduct background investigations for employees and/or applicants to obtain or renew security clearances for employment. Extensive interviewing, that included report writing and character assessment.

Key Accomplishments:

- Introduced a time-management process instrumental in assisting other investigators to complete interviews in a more timely fashion.
- Granted Top Secret Clearance by DHS.

CITY OF INGLEWOOD • Inglewood, CA • 12/1977 – 12/2004

POLICE OFFICER

Monitored criminal activity, community patrols, responded to emergency calls. Investigate crimes, effected arrests. In addition to testifying in court, report writing and daily conflict resolution.

Key Accomplishments:

- Implemented signage signal lighting changes to improve safety and prevent traffic accidents.
- Redesigned traffic citation to expedite completion and issuance during traffic stop.

Proficiencies

Microsoft Office, Visio and Acrobat Adobe,

NORMA J. HANSEN
P.O. Box 1843
Santa Ynez, CA 93460
(805) 680-6847
normajsyv@comcast.net

EDUCATION

CA POST TRAINING

2017	Background Update Course
2011	Background Course
2008	Investigation and Trial Preparation Course
1994	Interview and Interrogation Techniques Course (B.A.T.I.)
1985	Academy Graduate Certificate Ventura Police and Sheriff's Academy

EXPERIENCE

2016-2018	Background Investigator Extra-Help , Santa Barbara Police Department. Conducted Pre-Employment background checks on prospective police officer, public safety dispatcher, and citizen employees.
2015-2017	Criminal Investigator Extra-Help , Santa Barbara District Attorney's Office, assigned to the Insurance Fraud Unit, assisted with criminal investigations.
2008-2014	Criminal Investigator , Santa Barbara District Attorney's Office. Assigned to the Vulnerable Victim Unit. Conducted interviews with victims and witnesses of crimes, prepared reports, collected evidence, assisted with trial preparation, assisted Deputy District Attorney's with requests for investigation, testified in court, conducted pre-employment background checks for potential District Attorney employees.
1985-2008	Police Detective , Santa Barbara Police Department, 2001 to 2008, and from 1991 to 1996, investigate crimes of embezzlement, forgery, credit card fraud, identity theft, financial elder abuse, fraud schemes, obtain and serve search and arrest warrants, prepare reports and testify in court, assist prosecutors, train new investigators, conduct forensic exams on computers and cell phones.

NORMA HANSEN

Police Crime Scene Investigator, 1996 to 2001, Santa Barbara Police Department, processed crime scenes, responsible for the collection and preservation of evidence such as; collecting fingerprints, taking crime scene photographs and preparing crime scene diagrams.

Police Detective Trainee, Santa Barbara Police Department, 1990 to 1991, worked as a trainee learning all aspects of investigating crimes involving crimes against persons, property related crimes, narcotics and vice investigations and fraud related crimes.

Patrol Officer, Santa Barbara Police Department, 1985 to 1990, responded to emergency calls of crimes in progress, investigated reports of crimes, enforced laws that related to the CA Penal Code, CA Vehicle Code and local ordinances.

References upon request

CYNDI SANDERS 5

Education: University of La Verne

HR Administrator/Manager Private Sector for 10 years

HR Manager Public Sector for 22 years

Risk Manager for 17 years

Specialties include Personnel Investigations, Background Investigations, Internal Affairs Investigation, Employment complaints, Employee monitoring, Administrative contracts, Workers' Compensation including administration, procurement, investigation, determination and authorization of treatment, restrictions,

Liability claims, litigation and investigations.

Disciplinary investigations and procedures.

Liability Insurance and procurement. Liability investigations.

Analysis of all legal contracts.

Classification and compensation studies.

Drafting policies and procedures.

Administers the general liability program by investigating and evaluating risk exposure and providing strategies for decreasing the City's general liability; reviews and evaluates accident reports and liability claims and recommends appropriate action; and tracks and analyzes claims to identify trends and recommends preventative measures to reduce losses.

Coordinates the administration of the City's Workers Compensation program by tracking and monitoring industrial injuries; overseeing the distribution of benefits and settlements, serving as liaison between the City, injured employees and the third party administrator; and recommending action on CalPERS disability retirement applications.

Manages the property and general insurance program and evaluates existing insurance levels to ensure adequate coverage; and consults with City Departments to establish and review insurance requirements for City contracts, agreements, leases, and purchase documents to eliminate or minimize potential risk and liability.

Coordinates with City Departments to monitor the City's employee safety program; ensures compliance with Cal/OSHA and related federal, state and local regulations; and administers the City's Injury and Illness Prevention Program.

CYNDI SANDERS

Supervises the City's comprehensive benefits program, including: monitoring compliance with CalPERS, FMLA, COBRA and IRS Section 125 regulations; coordinating with CalPERS, the City's Finance Department, benefits vendors and the City's broker in resolving enrollment and billing issues; and providing technical support to Human Resources staff.

Assists the Director in providing daily supervision and technical support to Department administrative and clerical staff; provides technical oversight for the Department's payroll responsibilities; makes recommendations on training needs for Department staff; and participates in the performance evaluations of Department staff.

Performs professional work in the areas of recruitment and selection, including: coordinating with City Departments to perform job analyses and develop appropriate recruitment and selection methods; preparation and review of recruitment announcements; coordination and facilitation of selection processes; ensuring compliance with State and Federal labor laws and the City's MOUs and Personnel Rules.

Conducts surveys and studies on all Human Resources and Risk Management issues; prepares and presents staff reports for City Council action; consults and advises City Departments on all Human Resources and Risk Management matters; represents the Department in local and regional professional associations; serves as Acting Department Head in the Director's absence; and provides professional assistance on other matters as requested by the Director.

Jeffrey R. Cameron

30963 Via La Cresta
Rancho Palos Verdes, CA 90275
(310) 561-3993

Highlights of Professional Career

- Career municipal law enforcement officer with over thirty-two years of performance-based advancement and assignment to positions of increasing responsibility (Retired in July, 2002)
- Extensive experience, professional training, and formal education developing law enforcement/public administration expertise in both civilian and military environments
- Experienced on-site assessor for local and state law enforcement agencies verifying compliance with the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) standards
- Career U.S. Navy Reserve Officer (Retired in March, 2010). Held TS/SCI Clearance. Credentialed Federal Law Enforcement Agent, United States Criminal Investigative Service (NIS/NCIS), assigned to counter-terrorism and force protection matters

Relevant Experience and Accomplishments

- Police Captain: Commanded both bureaus of the Redondo Beach (CA) Police Department focused on customer satisfaction, service delivery, cost efficiencies and strong relationships with mutual agencies
- Public Information Officer: Performance representing the police department and the City of Redondo Beach resulted in proactive media relations leading to positive public relations
- Accreditation Manager: Guided the police department through a two year CALEA accreditation process
- Background Investigations Coordinator: Assured the conduct of professional personnel background investigations for all new hires at the police department and compliance with California Peace Officer Standards and Training (POST) requirements
- Author/editor of RBPB policies and procedures including General Orders Manual, Guidelines for Audits and Inspections, and Performance Evaluation Manual (cited as a model in the law enforcement textbook Management and Supervision of Law Enforcement by Bennett and Hess)
- U.S. Navy Reserve Officer, commissioned "Special Duty (Intelligence)" with various assignments including Deputy Chief Staff Officer, Operations, Navy Intelligence Region Southwest; Trade Analyst, Office of the Secretary of Defense, Defense Technology Security Administration, Navy Reserve Unit OSD TT 0166; Executive Officer of Navy Reserve Unit NCIS 2794, NCIS Credentialed Agent; Officer-in-Charge (Active Duty) of NCIS

JEFFREY CAMERON

Security Training Assistance and Assessment Team, Pacific (STAAT PAC).

Other Notable Accomplishments

- Planned and directed a Needs Assessment for a new city public safety facility
- Liaison to the Police Executive Research Forum (PERF) during that organization's evaluation of RBPD
- Published author of law enforcement management articles appearing in professional publications including "FBI Law Enforcement Bulletin", "Journal of California Law Enforcement" and "The Police Chief" magazine

Career Profile – Redondo Beach Police Department

2006 – 2017: Background Investigator, Background Investigations Coordinator (part-time civilian capacity). Graduate POST Certified Background Investigators Course. Notary Public State of California Commission #2082629

1994 – 2002: Captain. Commanded Operations Bureau and Support Services Bureau. Lead Public Information Officer

1985 – 1994: Lieutenant. Commanded Planning and Research Unit (Professional Standards), Commanded Administrative Services Division, Patrol Watch Commander, Lead Public Information Officer

1979 – 1985: Sergeant. Adjutant to the Police Chief, Patrol Supervisor, Coordinator of the Reserve Corps

1971 – 1979: Police Officer. Training Officer, Criminal Investigator, Patrol Officer

1969 – 1971: Police Cadet. Part-time civilian capacity

Military Assignments and Significant Accomplishments

1986 – 2010: United States Navy Reserve. Direct Commission as an Intelligence Officer. Retired on March 1, 2010, as a Captain. Last assignment: Deputy Chief Staff Officer for Operations (N2) at Navy Intelligence Reserve Region Southwest, San Diego, CA. Recalled to active duty a number of times:

- October, 2003 – September, 2005: Mobilized/Active Duty for Special Work, NCIS Security Training Assistance and Assessment Team, Pacific. Awarded the Meritorious Service Medal for establishing, managing and leading a team composed of Department of the Navy military and civilian personnel who delivered counter-terrorism and force protection training,

JEFFREY CAMERON

assistance and assessments across half the World, including the Middle East Region

- January, 2003 – October, 2003: Active Duty for Special Work in support of Operation Iraqi Freedom. Re-established the one-man NCIS field office on-board NSA Diego Garcia, British Indian Ocean Territory
- October, 2001 – June, 2002: Presidential Recall, mobilized to Naval Criminal Intelligence Service in support of Operations Enduring Freedom and Noble Eagle

April, 1971 – January, 1973: United States Army. Served as a Military Police Officer for 6th Army while on military leave from the Redondo Beach Police Department

Numerous military awards, including: Defense Meritorious Service Medal, Meritorious Service Medal, Navy and Marine Corps Commendation Medal (2), Joint Service Achievement Medal, Navy and Marine Corps Achievement Medal, Army Good Conduct Medal, Armed Forces Reserve Medal with "M" Device, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Medal, Navy and Marine Corps Overseas Service Ribbon, Expert Pistol Shot Medal (Army), and Expert Rifleman Medal (Army)

Education and Professional Training

Civilian Education

- Master of Public Administration (MPA), Univ. of Southern California, 1979
- Bachelor of Science, California State University, Dominguez Hills, 1977
- Associate of Arts (Police Science), El Camino College, Torrance, 1971

Professional Education

- Naval War College, Newport, RI, 1998
- Southwest Command College, Federal Bureau of Investigation, 1998
- Senior Management Institute for Police, PERF, 1995
- National Academy, Federal Bureau of Investigation, 162nd Session, 1990
- Command College, POST, Class 10, 1990 (selected "Most Outstanding Student")

Community Service

- Volunteer: USS IOWA, Pacific Battleship Center, Museum since June, 2012.
- Volunteer: American Red Cross, Greater Long Beach Area Chapter, since November, 2017

John Robert Bacon
365 N. Dos Caminos Ave. Ventura, CA 93003-1601
H(805) 648-5639, C(805) 509-2242, baconfamily5@att.net

Position: Background Investigator

Objective Utilize my vast law enforcement training and experience to thoroughly process sworn and non-sworn applicants related to City, County and private sector employment openings.

Work Experience **Police Officer City of Santa Barbara, June 17, 2002 to December 8, 2017**
Patrol Division June 17, 2002 to December 8, 2017
Crime Scene Investigator February 22, 2015
Crime Scene Investigator March 18, 2009
Crisis Negotiation Response Team 2007 to 2010
Crime Scene Investigator July 17, 2004

Deputy Sheriff Santa Barbara County, January 1, 1996 to June 16, 2002

Patrol Division, South County Operations June 12, 2000 to June 16, 2002
Court Services Division January 12, 1998 to June 11, 2000
Patrol Division, Isla Vista Foot Patrol April 22, 1996 to January 11, 1998
Patrol Division, South County Operations January 1, 1996 to April 21, 1996

Deputy Sheriff San Joaquin County, February 23, 1990 to December 31, 1995

Patrol, Court, Custody Division June 16, 1990 to December 31, 1995
Sworn as Peace Officer/L.E. Academy February 23, 1990 to June 15, 1990

Education **California State University, Northridge:**
B.A. Degree Psychology June 2006

Santa Barbara City College:
A.A. Degree Business Admin. June 1987

Training **P.O.S.T. Background Investigation**
Core Course (32-hours): November 6-9, 2017

Goal Utilize my strong communication & organizational skills along with my investigative training and experience to professionally, fairly, accurately and in a timely manner, process background investigations.

LAWRENCE BARNES

Contact Information:

Phone# 661.289.1074

Email: LSBOND@LIVE.COM

OBJECTIVE: To obtain a position as a bodyguard, provide excellent service in security and safety.

SUMMARY OF QUALIFICATIONS:

- Physically fit and flexible
- Extensive knowlegde with firearms and safety
- Good common sense and judgement
- Strong background in defensive tactics
- Excellent marksmanship skills and hand to hand combat
- Strong knowledge with surveillance and counter surveillance operations
- Certified in First Aid and CPR

PROFESSIONAL EXPERIENCE:

Retired Los Angeles County Sheriff's Deputy, 32 years.

25 years as an investigator , 25 years of tatical entry experience.

Currently, a part-time celebrity bodyguard.

RESPONSIBILTIES:

- Provide escort service for various individuals such as celebrities, politicians and other important individuals.
- Protect clients from injury, kidnapping and any other threatening situation.
- Protect client privacy.
- Perform roles of driver and personal assistant as required for clients.

EDUCATION:

1979-1982: Studied Criminal Justice at Northern Arizona University

CREDENTIALS:

- Retired Los Angeles County Sheriff's Department Deputy Status.
- Guard Card
- Firearms Permit
- CCW (permit valid through 2021)

REFERENCES AVAILABLE UPON REQUEST

Bryan D. Klatt

**28833 Trailriders Drive
Rancho Palos Verdes, CA 90275**

**Home Phone #: (310) 541-4342
Cellular Phone #: (310) 344-9796
Email: BryanDKlatt@gmail.com**

OBJECTIVE

To obtain a position as a part-time Background Investigator in Southern California.

EDUCATION

- **Master of Science** in Criminal Justice, California State University at Long Beach (2008)
- **Bachelor of Science** in Criminal Justice, California State University at Long Beach (2001)

TRAINING/PROFESSIONAL LICENSES

- California Notary Public Commission #2198186 (Commission expires May 20, 2021)
- Background Investigation Course, 36 hours
- State of California Guard Card, Registration #G6290612 (expires November 30, 2018)
- State of California Firearms Permit, Registration #FQ2620413 (expires November 30, 2018)
- Robert Presley Institute of Criminal Investigation Core Course, 80 hours
- Basic, Intermediate and Advanced Traffic Collision Investigation, 320 hours
- Preparing and Obtaining Search Warrants, 8 hours
- Police Supervisory Course, 80 hours
- Internal Affairs Investigation, 24 hours

AFFILIATIONS & COMMUNITY ACTIVITIES

- California Background Investigators Association – Member (2017-Present)
- Southern California Fraud Investigators Association – Member (2016)
- International Association of Special Investigators – Member (2015-2016)
- City of Rancho Palos Verdes – Traffic Safety Commissioner (2008-2014), Chair (2013) and Vice Chair (2011-2012)
- Kenny Nicholson Foundation for Homeless Veterans & Children – Volunteer (2004-2005)
- Licensed California Real Estate - Salesperson (2006-Present)

PROFESSIONAL EXPERIENCE

MANHATTAN BEACH POLICE DEPARTMENT – Manhattan Beach, CA (1995-Present)

Part-time Background Investigator (July 2017 – Present)

- Conduct background investigations for prospective employees for the Police, Fire and Finance Departments.
- Interview applicants to obtain relevant information for background investigation and complete LiveScan for each applicant.
- Interview references, friends, neighbors and acquaintances of applicants to obtain and corroborate information.
- Contact various agencies, creditors and former employers of applicants to verify information.
- Prepare detailed reports on investigations and submit findings with recommendations to appropriate departments.

Motor Officer/Traffic Investigator (2012-2016)

- Enforce traffic laws and investigate traffic collisions, including fatalities and hit & run investigations.
- Filed cases and obtained warrants with District Attorney's Office.
- Testify in court.
- Participate and assist with coordination of special events.

Police Officer (2011-2012)

- Handle calls for service, write crime reports and make arrests related to reported or observed crimes.
- Write citations for traffic and municipal code violations.
- Process and book evidence.
- Testify in court.

Police Lieutenant (2010-2011)

- Supervised a patrol shift consisting of 1-2 Sergeants, 4-5 Officers, and 5-6 Professional Staff.
- Provide supervision, training and counseling to all team members.
- Oversee Jail Operations, Disaster Preparedness Coordinator, K-9 Supervisor, Police Explorer Advisor and Use of Force Instructor.

Traffic Sergeant (2005-2010)

- Supervised Traffic and Parking & Animal Control Divisions consisting of 4-6 Traffic Officers, 20+ Community Service Officers, and 14 Crossing Guards.
- Administered Traffic Bureau budget.
- Organized and supervised all Police Department involved special events.
- Case manager for fatal and hit & run collisions, including review and approval of all investigations.

Police Sergeant (2001-2005)

- Supervised a patrol shift of 4-5 Officers and numerous professional staff members.
- Review police reports.
- Manage arrestees and jail operations.
- Evaluate and mentor employees.

Police Officer / Motor Officer (1995-2001)

- Handle calls for service, write crime reports and make arrests related to patrol activities.
- Process and book evidence.
- Testify in court.
- Specialty/Collateral assignments included the DUI Team, Beach Patrol, SWAT Team, South Bay Platoon, and Use of Force Instructor.

CONCORD POLICE DEPARTMENT – Concord, CA (1988-1995)

Police Officer (1988-1995)

- Handled calls for service, write crime reports and make arrests related to patrol activities.
- Process and book evidence.
- Testify in court.
- 8-Week Transfer to Detective Bureau and Bike Patrol Detail.

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
LICENSE: PI8828 & PPO8072

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

FIRM INFORMATION & QUALIFICATIONS

JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES is a privately owned California company that provides polygraph, background and private investigation services to governmental agencies, corporations and businesses throughout Southern California. The company is licensed by the State of California for both private investigation (PI8828) and private patrol operations (PPO8072). Since being founded by Joe E. Delia in 1979, the company has provided these services to police agencies in Santa Barbara, Manhattan Beach, Westminster, Oxnard, California City, Tustin, Torrance, Redondo Beach, Orange, Montclair, Simi Valley and other municipalities. Specifically, we currently provide background investigation services to Santa Barbara Police Department, Santa Barbara Sheriff Department and both Rachel Archambault and Lisa Gallatin have proved this service to the Westminster Police Department and Huntington Beach Police Department respectively.

The management of all company operations is at the office located at 415 W. Foothill Boulevard – Suite 125B, Claremont, California 91711 and led by General Manager Charles Stalter. However, our services are mobile, and can be performed at a location requested by the client.

Our background investigation service team is led by Rachel Archambault and Lisa Gallatin, who collectively, have over thirty (30) years of experience in pre-employment background investigations. Our team has extensive experience in conducting POST backgrounds on both sworn and civilian personnel. Respectively, our leaders have managed all background investigations for the Huntington Beach and Westminster Police Departments. They are joined by a team of eight other investigation professionals available to personally address your need for background investigations and complete these investigations in an expeditious manner.

Our team of investigators is comprised of experienced current and former law enforcement officers and managers, trained in conducting pre-employment background investigations, specializing in California Peace Officers Standards Training (POST) law enforcement backgrounds. Backgrounds are conducted for public safety applicants, dispatcher applicants, and all other non-safety positions, including public agency administration positions. Our team is thorough in their investigations and through their own experience know the importance and type of information needed in making any decisions in the hiring process.

Joe E. Delia (in addition to conducting background investigations) also heads our polygraph service team. For almost 40 years Joe has become a leader in polygraph investigation. In addition to working for the Northrup Corporation as an Interview and polygraph expert, he also has an extensive career in law enforcement. Having served as an officer for both Monterey Park Police and Los Angeles County Sheriff Department, Joe has trained deputies in the polygraph field and Senior Polygraph Examiner at the Lancaster, California Crime Lab. He is also licensed and certified as a polygraph expert with the American Polygraph Association, California Association of Polygraph Examiners and American Association of Police Polygraphists.

JOE MAR POLYGRAPH & INVESTIGATIVE also provides the following services:

.. Internal Affairs Investigations	 Law Enforcement Oral Board Participants	 Electronic Debugging
.. LIVESCAN	.. Drug/Substance Testing	.. Executive Protection

**CITY OF MONTEBELLO
POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08**

BIDDERS INFORMATION

**City of Montebello – Police Department Background Investigation Services
FOR THE CITY OF MONTEBELLO, CA**

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES

Street Address: 415 W FOOTHILL BLVD #125B, CLAREMONT, CA 91711

Mailing Address: 415 W FOOTHILL BLVD #125B, CLAREMONT, CA 91711

City: _____ **Zip Code:** _____

Remit to Address: 415 W FOOTHILL BLVD #125B, CLAREMONT, CA 91711

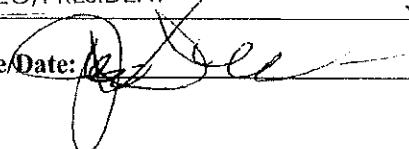
City: _____ **Zip Code:** _____

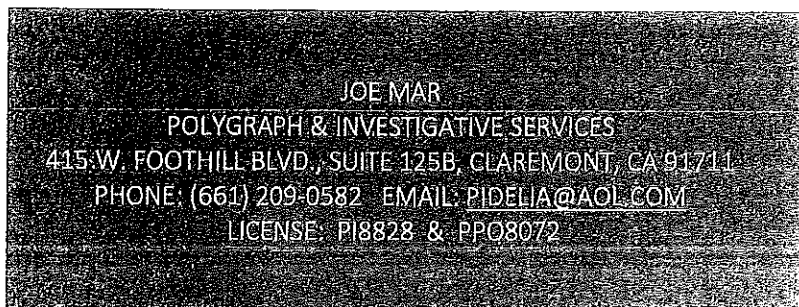
Phone #: 661-209-0582

Fax#: _____

Name: JOE E DELIA

Title: CEO/PRESIDENT

Signature/Date:  11/06/18



.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DERUDDING

**JOE EUGENE DELIA
CEO/PRESIDENT**

SUMMARY OF QUALIFICATIONS:

- | | |
|--|--|
| .. ELECTRONIC SWEEPS/COUNTERMEASURES | .. CERTIFIED POLYGRAPH EXAMINER |
| .. LEGAL INTERVIEW EXPERT | .. PRIVATE/CORPORATE SECTOR SECURITY |
| .. PERSONAL PLAIN CLOTHES PROTECTION | .. KNOWLEDGEABLE IN LATEST SECURITY TECHNOLOGY |
| .. FEDERAL HAM RADIO LICENSE | .. CA PRIVATE INVESTIGATOR LICENSE (PI8228) |
| .. CA PRIVATE PATROL LICENSE (PPO8072) | .. LICENSE TO CARRY CONCEALED WEAPON |

SPECIALIZED TRAINING:

- .. ELECTRONIC COUNTERMEASURE TRAINING – DRUG ENFORCEMENT ADMINISTRATION
- .. CERTIFIED POLYGRAPH EXAMINER – CALIFORNIA ASSOCIATION OF POLYGRAPH EXAMINERS
- .. HOSTAGE NEGOTIATION TRAINING – L.A. COUNTY SHERIFF DEPT & SWAY HOSTAGE NEGOTIATING PROGRAM
- .. PURSUIT DRIVING COURSE – L.A. COUNTY SHERIFF DEPT
- .. SWAT TACTICS – U.S. MARINE CORPS
- .. SUPERVISORY PERSONNEL DEVELOPMENT – COLLEGE OF THE DESERT, CA
- .. ADMINISTRATION OF JUSTICE – EAST LOS ANGELES COLLEGE
- .. PERSONAL PROTECTION VEHICLE COURSE – ORANGE COUNTY RACEWAY, CA

PROFESSIONAL EXPERIENCE:

- JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES – OWNER/CEO/PRESIDENT** 1978 – PRESENT
Certified polygraph examiner, providing polygraphs, interviews, court testimonies and plain clothes security services since 1979. This includes:
.. Conducting polygraph examinations for 13 police agencies in Los Angeles, Orange, Ventura & San Bernardino counties.
.. Provided polygraph services to several Fortune 500 companies and other businesses in the private sector.
.. Provided personal private security to Saudi Arabian diplomats and residents at the Turkish Consulate.
- Los Angeles County Sheriff Department – Reserve Officer/Bonus 1 Deputy** 2007 – 2015
.. Reserve Deputy Level 1-D (full time police officer status) assigned to Temple City (CA) station in detective unit.
.. Assigned cases for metal and pawn shop detail and working with task force to patrol high crime cities.
.. Conducted polygraph examinations for Santa Barbara Sheriff Department (CA) for use in county courts.
- Los Angeles County Sheriff Department – Polygraph & Hostage Deputy** 1999 – 2007
.. Senior polygraph examiner in Lancaster (CA) crime lab while also serving as deputy for the SWAT team.
.. Acted as Lead Hostage Negotiator.
.. Trained deputies in the polygraph field and conducting pre-employment and criminal investigations.
- Northrup Corporation – Security Professional** 1980 – 1991
.. Served as interview and polygraph expert.
.. Conducted electronic sweeps and provided private security.
- Monterey Park Police Department (CA) – Detective and Police Officer** 1972 – 1979
.. Assigned to SWAT team as a sniper and regional burglary team.

PROFESSIONAL AFFILIATIONS: AMERICAN POLYGRAPH ASSOCIATION AMERICAN ASSOCIATION OF POLICE POLYGRAPHERS
CALIFORNIA ASSOCIATION OF POLYGRAPH EXAMINER

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
LICENSE: PI8828 & PPO8072

.. POLYGRAPH
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.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

REFERENCES

BACKGROUND INVESTIGATIONS

1. SANTA BARBARA POLICE DEPARTMENT
CONTACT: DAVID HENDERSON (805) 331-6872
EMAIL: DHENDERSON@SBPD.COM
215 E FIGUEROA ST
SANTA BARBARA, CA 93101
SINCE 2012
2. SANTA BARBARA SHERRIFF DEPARTMENT
CONTACT: COMMANDER SHAWN O'GRADY (805) 681-4100
EMAIL: SWO2659@SBSHERIFF.ORG
CONTACT: LT. JEFF GREENE (805) 681-4270
EMAIL: jdj2891@sbsheriff.org
4434 CALLE REAL
SANTA BARBARA, CA 93110
SINCE 2017
3. WESTMINSTER POLICE DEPARTMENT
CONTACT: WILLIAM COLLINS – DEPUTY CHIEF (714) 329-4481
EMAIL: bcollins@westminster-ca.gov
CONTACT: AL PANELLA – DEPUTY CHIEF (714) 552-8771
EMAIL: apanella@westminster-ca.gov
8200 WESTMINSTER BLVD – BLDG 5
WESTMINSTER, CA 92683
SINCE 2013 (REFERRAL FOR RACHEL ARCHAMBAULT)
4. HUNTINGTON BEACH POLICE DEPARTMENT
CONTACT: KRISTIN MILLER -ADMIN SERVICES MGR (714) 536-5911
EMAIL: KMILLER@HBPD.ORG
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

July 31, 2018

To whom it may concern,

I am currently employed by the City of Santa Barbara Police Department. I have been a sworn Police Officer for approximately twenty eight years, having worked and supervised in all three of our Divisions. I am currently the Major Crimes supervisor, having recently rotated from the Training and Recruitment section where I served as the supervisor. In the Training and Recruitment unit, I participated in the administration of approximately five hundred employee background investigations. Those investigations include police sworn, police non-sworn, police volunteer and other city employee positions. I am extremely proud of the success our organization experienced in hiring under my supervision.

The hiring of employees is the most important job within any organization. The hiring process begins with the initial, timely contact of the prospective employee. It is paramount that all members of this process present a professional, knowledgeable and friendly demeanor while working with the candidate. The recruitment, hiring and retention of an employee are all intertwined. A successful, professional hiring team will have a positive effect on the employee and organization for decades to follow. In contrast, a substandard effort can have long lasting negative effects.

The purpose of this letter is to recommend Joe Mar Polygraph services to assist or run your background investigations. I have worked closely with Joe Delia; specifically investigating, supervising and administering hundreds of police related background investigations. I have found Delia and his employees to be passionate, professional and a critical component to the selection of quality employees. I highly recommend employing Joe Delia, his polygraph team and background investigators. His teams' investigations are thorough, skilled and unmatched in regards to experience. His reports and supporting notes are well written, providing the critical information needed to make an informed hiring decision. If a candidate is hiding a critical piece of information, Mr. Delia and his team will discover the information. Conversely, his team will leave top candidates with enthusiasm to join your organization.

It is an honor to recommend Joe Mar Polygraph. I would be happy to discuss my experience working with Joe Delia at any time.

Respectfully,

David Henderson
Police Sergeant – City of Santa Barbara
dhenderson@sbpd.com
(805) 331-6872



Office of the Sheriff

SANTA BARBARA COUNTY

STATIONS

Buellton
140 W. Highway 246
Buellton, CA 93427
Phone (805) 686-8150

Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone (805) 684-4561

Isla Vista
6504 Trigo Road
Isla Vista, CA 93117
Phone (805) 681-4179

Lompoc
3500 Harris Grade Road
Lompoc, CA 93436
Phone (805) 737-7737

New Cuyama
70 Newsome Street
New Cuyama, CA 93254
Phone (661) 766-2310

Santa Maria
812-A W. Foster Road
Santa Maria, CA 93455
Phone (805) 934-6150

Solvang
1745 Mission Drive
Solvang, CA 93463
Phone (805) 686-5000

Sheriff - Coroner Office
66 S. San Antonio Road
Santa Barbara, CA 93110
Phone (805) 681-4145

Main Jail
4436 Calle Real
Santa Barbara, CA 93110
Phone (805) 681-4260

COURT SERVICES CIVIL OFFICES

Santa Barbara
1105 Santa Barbara Street
P.O. Box 690
Santa Barbara, CA 93102
Phone (805) 568-2900

Santa Maria
312 E. Cook Street, "O"
P.O. Box 5049
Santa Maria, CA 93456
Phone (805) 346-7430

HEADQUARTERS

P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160
Phone (805) 681-4100 • Fax (805) 681-4322
www.sbsheriff.org

BILL BROWN
Sheriff - Coroner

BERNARD MELEKIAN
Undersheriff

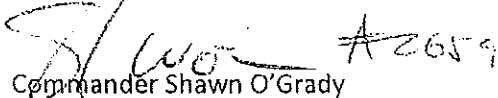
August 1, 2018

To whom it may concern,

This letter is in support of Joe Delia to perform background investigations. I have had the pleasure of supervising Joe Delia as a Santa Barbara County Sheriff's Office Extra Help Deputy on patrol. Joe Delia worked for the SBSO from 2006 until 2013 in the capacity of an Extra Help Deputy and a polygraph examiner. During his time at the SBSO he worked in our Court Services Bureau as an EXH Deputy Sheriff and he conducted polygraph examinations for criminal cases as well as polygraphs and background investigations for our Personnel Bureau. I have knowledge of his employment and I recommend him for the position.

I was impressed with Joe Delia's knowledge of Law Enforcement and his work ethic. Joe had a distinguished career with the Los Angeles Sheriff's Department before coming up to the SBSO. Above all, Joe was well liked by his peers at the SBSO. Joe's combined experience with the LASD and SBSO would make him a great choice for any agency.

Respectfully,



Commander Shawn O'Grady
Santa Barbara Sheriff's Office
South County Operations Division



Westminster Police Department
Ralph G. Ornelas, Chief of Police
8200 Westminster Boulevard, Building 5, Westminster, CA 92683
www.westminster-ca.gov (714) 898-3315



To Whom It May Concern:

My name is William Collins and I am currently a Deputy Chief for the Westminster Police Department. I have been with the City for 30 years. The purpose of this letter is a character/work reference for Rachel Archambault who has been a police officer for the City of Westminster since 2004.

Rachel conducted numerous criminal investigations while assigned to the Patrol Division. Having reviewed those investigations in the capacity of a supervisor, I found them to be submitted in a timely manner as well as thorough and complete. Her reputation in this area resulted in her being selected as the department's Background Investigator. Rachel has spent the past five years conducting background investigations for both sworn and civilian personnel. As a Deputy Chief, I have read numerous background investigations conducted and submitted by Officer Archambault. They are well written and complete.

Officer Archambault takes a lot of pride in her work and thoroughly enjoys the position as Background Investigator as reflected in her work product. More importantly, Rachel cares about people and is a kind person. She is a good listener and an excellent representation of the Westminster Police Department.

If you have any questions, please do not hesitate to contact me at (714) 329-4481

Respectfully,

William Collins
Deputy Chief
Westminster Police Department



CITY OF HUNTINGTON BEACH

2000 MAIN STREET
P.O. BOX 70

POLICE DEPARTMENT

CALIFORNIA 92648
Tel (714) 960-8811

ROBERT HANDY
Chief of Police

July 31, 2018

To Whom It May Concern:

I am writing in reference to Lisa Gallatin. She was my employee at the Huntington Beach Police Department for almost two years. Lisa is a highly competent and reliable employee. Her main focus was on the background of new employees, both sworn police officers and civilian support staff. Lisa's reports were thorough, concise, articulate and POST compliant. I could always depend on her judgment when recommending or disqualifying candidates. She worked well independently with minimal supervision and I could rely on her ability to make sound decisions and manage her time efficiently.

The Huntington Beach Police Department is comprised of over 350 employees. Keeping staff at an appropriate level is a daunting task for one person. Lisa was required to supervise and manage approximately 10 contracted background investigators from various companies.

In past evaluations, Lisa always received "Exceeding Standards" in the department's review of Lisa's work. She was the resident expert on background investigations for the department and replacing her knowledge and expertise was challenging. It was a pleasure to work with Lisa and the Huntington Beach Police Department truly misses her.

Should you need further information, please contact me at 714-536-5911 or kmiller@hbpd.org.

Sincerely,

Kristin Miller
Administrative Services Division Manager

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA 91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
LICENSE: PI8828 & PPO8072

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

COMPANY CAPABILITIES/ABILITIES

BACKGROUND INVESTIGATION:

1. The police representative will submit a request to Rachel Archambault (Background Investigation Manager) to conduct a background investigation (through email and phone call).
2. All backgrounds will be in compliance with the FAIR CREDIT REPORTING ACT – applicant being notified and provided a written authorization to allow information contained on the application to be investigated (including criminal records, education, employment, reputation and credit history); and follow the most recently published PEACE OFFICER STANDARDS AND TRAINING (POST) BACKGROUND INVESTIGATION and any other required California laws and regulations for conducting pre-employment background investigations.
3. All background investigators assigned to conduct background investigations have completed the POST Background Investigator Course.
4. The investigation will include:
 - A. Verification of completeness of the applicant's personal history statement.
 - B. Verification of the applicant's date of birth.
 - C. Verification of applicant's marriage and/or divorce records.
 - D. Criminal background check (7 years for both felony & misdemeanors).
 - E. Driving records check.
 - F. Education verification.
 - G. Investigation of internet/social media activity (i.e. facebook, twitter, Instagram, snapchat, etc.).
 - H. Interview of the applicant.
 - I. Interview of applicant's present and past employers -- encompassing the previous ten (years) for police and seven (7) years for fire. NOTE: Shall also document any termination, discipline, tardiness and if applicant is eligible for rehire.
 - J. Interview of applicant's personal references (i.e. supervisors, co-workers, family, neighbors, community leaders, landlords, roommates, spouses, etc.).
 - K. Verification of applicant's military records (if applicable).
 - L. Credit check.
 - M. Determination of drug/alcohol use by the applicant.
 - N. Verification of diploma and certifications.
 - O. Nationwide sex offender check.
 - P. Verification of residence over last ten (10) years.
 - Q. Agency checks where applicant may have applied.
 - R. If the investigator is unable to make contact with a required party, it will be documented in the report (including name of person to be contacted, means of contact and person's lack of response).

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COMPANY CAPABILITIES/ABILITIES

5. In order to conduct the investigation, the police liaison needs to provide copies of the release of information advisements to the applicant, LIVE SCAN results, DMV record checks, verified copies of documents from the applicant required by POST, the completed personal history statement and a photo of the applicant.
6. Upon receiving the information stated above, the case will be assigned by Rachel Archambault to an investigator, based upon his/her availability, case load and ability to complete the investigation in a timely manner. The investigator will provide updates (during the course of the investigation) to Rachel and keep her informed of any issues and timeframe for background completion.
7. Rachel Archambault will review all completed background investigations prior to being forwarded to the police representative. She will be available to answer any questions or address any concerns.
8. A BACKGROUND INVESTIGATION REPORT LOG will be maintained to monitor the progress & completion of each investigation.
9. Investigations will be completed within four to eight weeks.
10. The success of our business here at JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES is based on having a close, professional relationship with each of our clients. We are available 24 hours a day to answer any questions or respond to any requests. Any call you make to our company and background professionals is treated as a "priority" matter.

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COMPANY CAPABILITIES/ABILITIES

BACKGROUND INVESTIGATION:

NON-SAFETY BACKGROUND INVESTIGATIONS:

1. Verification of information in the employment application through an interview with the applicant.
2. Public records checks as requested by the city.
3. Verification of applicant's date of birth.
4. Verification of applicant's driving record.
5. Applicant's conviction/criminal records over last seven (7) years.
6. Verification of applicant's military records (if applicable).
7. Credit check (as needed).
8. Verification of diploma and/or certifications (as needed).
9. Nationwide sex offender check (as needed).
10. In order to conduct the investigation, the police liaison needs to provide copies of the release of information advisements to the applicant, the completed personal history statement and a photo of the applicant.
11. The investigator will keep the liaison apprised on the progress of the investigation.
12. Once the investigation is completed, a final written background report will first be reviewed by our Background Investigation Manager and then sent to the city liaison.

PUBLIC SAFETY ADMINISTRATIVE INVESTIGATIONS:

1. JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES has investigators trained and experienced in conducting administrative or internal affairs investigations.
2. Our investigators are knowledgeable in the police and fire fighters Bill of Rights, as defined in the California Government Code.
3. JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES and investigators assigned to this service are licensed private investigators through the State of California.
4. The investigation would include recorded personal interviews with designated witnesses and subject employee(s) in which all conversations are recorded.
5. A report shall be prepared including interview statements, documentation of evidence and conclusions.
6. The investigation will then be reviewed by both Joe E. Delia and Rachell Archambault before being delivered to the city liaison, along with completed files, exhibits and interview transcripts/recordings.

BACKGROUND INVESTIGATION REPORTS

[illegible]

CASE #	AGE VERIFICATION	CITIZEN VERIFICATION	DRIVING REC CHECK	CRIM RECORDS CHECK	EMP VERIFICATION	EDUC VERIFICATION
JM180701	DATE COMPLETED	DATE COMPLETED	DATE COMPLETED	DATE COMPLETED	DATE COMPLETED	DATE COMPLETED

NAME
JOHN R SMITH

DATE OF REQUEST
2018 07 01

INVESTIGATOR
JOE DELIA

DATE COMPLETED
2018 08 15

DATE OF REVIEW
2018 08 16

REVIEWED BY
C STALTER

SENT TO DA
2018 08 17

[illegible]

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CUSTOMER SERVICE

JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES takes great pride in the close relationship we maintain with all of our clients. After beginning an investigation, Rachel Archambault, Project Manager, would weekly communicate with the police representative to discuss the progress of all investigations. We view our relationship with the police department as a partnership. The thing that makes our service different from that offered by other companies, is we have two ladies involved with the background investigations who have previously managed such a program for their respective police departments. They know the quality of information needed in any background investigation and the timeliness in providing that information. Our team is available 24 hours a day. We also maintain a communication log monitoring any calls or emails from your agency and our response to those communications.

STANDARD PROFESSIONAL SERVICES AGREEMENT

JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES accepts the STANDARD PROFESSIONAL SERVICES AGREEMENT as is and would comply with all terms of this agreement.

CONTRACT COMMUNICATION LOG

DATE	TYPE OF	FROM	SUBJECT	RESPONDER	DATE OF	RESPONSE
	COMMUNICATION				RESPONSE	

[illegible]

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FEES

1. BACKGROUND INVESTIGATIONS

- A. Full POST background (fire, sworn, dispatcher) and all other public safety employees

Flat Rate: \$ 1500

- B. Other job classifications (part-time, volunteer, intern, etc.)

Flat Rate: \$ 1200

- C. Other expenses

- Auto expenses are limited to the IRS standard business mileage rate
- When possible, travel expenses must be approved at least ten (10) days in advance to allow for reduced fares
- Charges for time during travel are normally not reimbursable.
- Extended travel will be limited to the amount of time/days reasonably anticipated to accomplish MPD's background investigation requirements. This will be addressed on a case by case basis.
- Any extended travel can be billed at a discounted hourly rate.
- For extended in-state travel and out of state trips, compensation will be billed as follows: TRAVEL TIME AT \$ 40 PER HOUR.
- Airfare, rental car and lodging will be reserved at the lowest refundable option.

2. PUBLIC SAFETY ADMINISTRATIVE INVESTIGATIONS

- A. FEE: \$ 125.00/HR – Charge is at an hourly rate due to uncertainty as to the time needed to complete the investigations. Reports available upon request

3. POLYGRAPH EXAMINATIONS

- A. FEE: \$ 200.00

Note: A "SPECIAL" fee could be negotiated if the City of Montebello would decide to use both the background investigation and polygraph services offered by JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES.

POLICE DEPARTMENT

Background Investigation Report

CONFIDENTIAL

December 1, 2017

TO: Chief of Police

FROM: Background Investigator

RE: John Doe, Police Officer Recruit

PERSONAL

Applicant John Doe was born on July 12, 1995 at Kaiser Hospital in ██████████, California and is 27 years of age. He has not gone by any other names. The applicant resides at ██████████, Apt #417, Huntington Beach, California 92647. His phone number is ██████████. His primary email address is JohnDoe67@yahoo.com and has also recently used jDoe@csu.fullerton.edu. The applicant's Social Security number is ██████████, and his driver's license is F7. He stands 6'01", weighs 190 pounds, and has brown hair and brown eyes. The applicant has no tattoos, or other distinctive marks.

BACKGROUND INTERVIEW

John Doe is an applicant for Police Officer Recruit. On October 30, 2017, I interviewed Applicant John Doe at the Criminal Justice Training Center, Golden West College, where is a self-sponsored recruit. He was prepared for the appointment and was dressed professionally in a police recruit uniform. I observed as Applicant Doe signed the Authorization to Release Information for Employment. I notarized the document pursuant to Notary Public Commission #2171253. I read John Doe the disqualification section on page one of the Personal History Statement, and he stated he understood.

Applicant Doe was prepared to proceed with the background process and provided additional required documents. Prior to reviewing his Personal History Statement (PHS), I examined various original documents including the applicant's California driver's license, Social Security card, birth certificate, proof of insurance, high school diploma, and other original documents. All the above-mentioned documents appeared to be authentic and free from any alterations, revisions, or fraud. After examination of each original document in comparison to the copy provided by the applicant, copies were stamped with date and are included in the background notebook.

I asked Applicant Doe why he wanted to work for the *** Police Department. He stated the department came highly recommended by his brother, Ryan, and *** was the best ride along he

had been on during his research. He also remarked they have the best-looking Police cars he's ever seen. He has no prior relationship with the City of *** or the *** Police Department. He related he is excited to be part of the *** Police Department and looks forward to making a long career there.

I questioned the applicant about any Internet accounts, and Applicant Doe stated he discontinued any use of any social media sites before applying. I would later search and confirm there are no sites using any of the email addresses provided by Applicant Doe. I conducted a limited Internet search of Applicant John Doe, and I did not view any disqualifying results of the returned links that I could connect to the applicant.

From birth to age 15, Applicant Doe lived in [REDACTED], CA with his mother and father [REDACTED] and [REDACTED] Doe; his older brother, Ryan, and older sister, Allison. During this era, his father was the Chief of the [REDACTED] Police Department until the applicant was 3. [REDACTED] Doe subsequently was Chief of the [REDACTED] until Applicant Doe was 18. Applicant Doe's mother, [REDACTED] was a teacher at the elementary school he attended. Applicant Doe initially attended [REDACTED] High School in Pomona. When applicant Doe was 15, his mother and father separated, and he moved with this mother to [REDACTED], California where he would attend [REDACTED] High School. By all accounts his childhood and adolescents were without trauma or conflict.

After high school, Applicant Doe attended California State University, [REDACTED] and lived on or near campus. During his freshman year, he lived in the dorms and was twice disciplined for having alcoholic beverages in his dorm room. The discipline was administered by campus housing authority and did not involve the University Police. During his Sophomore year he lived in campus housing with 4 roommates assigned to him by the University. Applicant Doe stated his roommates regularly smoked marijuana, and he did not report them. His perspective at the time was that he would not only make enemies but just be reassigned 4 other roommates who also smoked marijuana, so he chose to limit his time with them and move as soon as possible. During his sophomore year in college applicant, Doe admitted to a sexual act in a public place. He explained that he and a fellow student had been at a party consuming alcohol. After the party in the parking lot, the female subject grabbed his genitals over his clothing. He said he responded by touching the female's genitals under her clothing. He said the activity was not observed by others. Also during this era, Applicant Doe admitted to looking at a nude photo of gymnast McKayla Maroney who he later discovered was 17 at the time the photo was taken. He related the photo was part of a collection of leaked nude photos of popular public figures.

Toward the end of his Sophomore year, at age 19, Applicant Doe started 2 simultaneous part-time jobs – [REDACTED] Rentals, a special event furniture rental business, and [REDACTED] Center, as a student attendant. During the first half of his Junior year, he lived off campus with friends he met through his work on campus. During Applicant Doe's senior year in college to the present, he has lived with this older brother, Ryan, at a series of [REDACTED] Apartments. Ryan is a veteran of the US Marine Corp and currently a Police Officer for the City of [REDACTED].

From the start of the background process, Applicant Doe was courteous, responsive, and enthusiastic. His Personal History Statement was typed and mostly free of errors and omissions.

Applicant Doe failed to follow one instruction requesting traffic citations except parking violations. Doe listed 9 parking tickets he received while in college. Doe promptly returned telephone calls, email communications and provided all requested information and documents in a timely manner.

I reviewed the Personal History Statement (PHS) with Applicant Doe going through it page by page. The PHS was type written, mostly free of errors, requiring no significant revisions.

Applicant Doe denied ever being disciplined at work including written warnings, formal letters of reprimand, counseling, suspensions, reductions in pay, reassignments, or demotions. He denied ever being released from probation, or having resigned in lieu of termination.

Applicant Doe was asked about his “yes” answer to question 22 about discipline at school. He related he was suspended for a day in 2010 (age 14) for shoving a classmate and kicking them. He further explained that he was twice disciplined by the Resident Assistant in the dorms at Cal-State ████████ for having alcohol in his dorm room. He received a warning for the first violation, and he attended an educational underage drinking workshop for the second violation.

Applicant Doe was asked about his “yes” response to question 42 about previous applications for law enforcement jobs. He stated he has applied to a number of other agencies but stopped pursuing any once he signed his conditional job offer from *** Police. He stated he has never been disqualified by any agency but did not score high enough on the oral boards for a few agencies to proceed in the process. He stated he has never been involved in any other investigations into his background. More on the current battery of applications later in this report.

Applicant Doe answered “yes” to question 61 reference spending money for illegal purposes. He related one night he was with a study group from the dorms, studying for finals. A female student in the group brought up that she would like Adderall to help study and asked Doe to get some from a classmate known to sell his prescription Adderall. Doe said he called and met with the seller and paid him 20 dollars for 2 Adderall pills. He said he returned to the study group and provided the 2 pills to the female for 20 dollars. He explained that he knew it was wrong, but he was attracted to the student and felt it would jeopardize his interpersonal chances with the female if he denied her request. Doe stated this was a single incident, never repeated in any fashion.

Doe’s “yes” answer to police activity at his home involved the Minor in possession of alcohol in the dorms. Will’s “yes” answer to 75.15 – lewd conduct was related to his consensual digital exploration of a female friend in a parking lot after a party in college. Will’s “yes” answer to 75.20 possession of alcohol by a minor has been previously discussed. Will’s related that he and his dorm roommates kept beer and other alcohol in their dorm rooms when they were less than 21 years of age and in violation of dorm/school rules. Doe’s “yes” answer to question 75.26 reference trespassing was related to climbing a fence in high school and swimming in the school’s pool during nighttime hours. Doe’s “yes” answer to question 76.23 reference child pornography is related to his viewing of a nude photo of US Olympic Gymnast McKayla Maroney, age 17. The photo was part of a collection of public figure photos leaked publicly from private accounts.

Doe answered affirmatively to question 78 about use of drugs prior to six months of the date of application. He related that he took a single inhalation of a marijuana pipe when he was a Junior in High School at a party.

Question 88.1 related to driving behavior, Doe stated he was in a side-swipe type collision on Interstate 60 at age 18. He stated he believed he was the at fault party at the time of the collision. However, he related that a vehicle was merging onto the highway into the right side of his vehicle. He stated he swerved left to avoid impact, into the side of another vehicle next to him. The original merging vehicle did not remain at the scene. Doe stated that he felt he was the at-fault party, accompanied the other driver to an ATM where he paid the other driver \$300.00 for the damages he believed he caused. He never heard any more about the incident. It was never reported to law enforcement.

After reviewing the PHS with Applicant John Doe, I found no summarily disqualifying conduct based on his responses or explanations. The applicant appeared to be forthright in his responses only demonstrating some slight diversionary behavior when discussing the purchase and provision of prescription Adderall to the female in college. Clearly the incident had a complex emotional response not yet resolved.

MARITAL STATUS

Applicant Doe has never been married and is not in any type of serious relationship currently or in the recent past.

FAMILY

Applicant Doe's parents are divorced. His father, [REDACTED] Doe, resides in [REDACTED], California. His mother, [REDACTED] Doe, resides in [REDACTED], California. Applicant Doe has one brother and one sister. Ryan Doe (age 29) and Allison Doe (age 26) both reside in [REDACTED]. Applicant Doe has no siblings and no biological children.

I contacted Applicant Doe's family members, and questions were asked about his use of drugs, excessive use of alcohol, and propensity for violence. Further questions were asked to identify the applicant's character traits and skills needed to work as a police officer. Those questions dealt with communication, stability, temperament, ability to follow directions, ability to handle stress, interpersonal skills, dependability, honesty, and maturity. All family members interviewed responded in a positive manner respective to Applicant Doe and his ability to work as a police officer. The comments attributed to the applicant by his family members were consistent with other individuals contacted as part of the background process.

On November 1, 2017, I met with Applicant John Doe's mother [REDACTED] in her [REDACTED] Condominium. Also present was John's sister Allison. [REDACTED] Doe related she knows her son extremely well, having lived with him from birth to age 18, for all school breaks from age 18 to 21 and sees him frequently to the present day. [REDACTED] said she was a teacher at Applicant Doe's

elementary school and so was very involved in his life and the lives of his friends. She described Applicant Doe as able to accomplish anything he sets his mind to and is extremely proud of him. She related Applicant Doe was a champion Chess player, remains calm in all situations and was an outstanding athlete. She related his 3 best characteristics are his intelligence, proactive nature and has character. [REDACTED] said Applicant Doe is a good driver and conservative with this money. She related she is helping with his car payment while he attends the police academy, but the funds are considered a loan and she knows she will be repaid if she asks after he secures employment. [REDACTED] related that she is supportive of all of her children's careers and since her oldest son, Ryan, was deployed as a Marine, is currently a police officer, and she was married to a Police Officer who rose through the ranks to become Chief, she knows Law Enforcement and says she knows John will be successful. She related a story of an essay John wrote when he was in Middle School about his "hero". The essay was about his older brother, Ryan, and his dream to be a Police Officer. The essay is framed and hung in the hallway of her home and a reoccurring topic of holiday frivolity. [REDACTED] would later respond to a confidential questionnaire and write: John is very even tempered, thoughtful in his actions, displays good judgment, is honest and has a strong moral compass. He was Employee of the Month for his job at Cal State [REDACTED]. John is very dependable, as demonstrated by his graduating high school with honors, graduating college in 4 years and maintaining two jobs for much of his college career. I would absolutely trust John with my safety.

On November 1, 2017, I also met with Applicant Doe's sister, Dr. Allison Doe DHM. Dr. Doe described Applicant Doe as a "good person". She related the 3 siblings are interpersonally very close and Applicant Doe is the "little brother". She related that Applicant Doe was a normal teenager who took honors classes and ran track. She believes he will be very successful as a Police Officer for the City of ***. Allison Doe would later respond to a written questionnaire and related: One of the things I admire most about John is his integrity. He sticks to his morals and values even when that is not the easiest thing to do. I think John would make a wonderful and responsible police officer. I have always been impressed with John's maturity for his age. He is able to communicate well with everyone he encounters and treats everyone with respect. He practices good judgment even in stressful moments, and I admire him for his ability to stick to his values and morals. He is also on time to schedule meetings. John genuinely cares for others, and always has from a young age. He is truly a good person. He is able to do the right thing, even when it may be the more difficult options. John is non-judgmental and is able to evaluate from many different perspectives and will look into other individual's viewpoints.

On November 2nd, 2017, I met with Applicant Doe's brother, Ryan Doe. Ryan is currently a patrol officer for the ***** Police Department after having worked 2 years as an Officer for the [REDACTED] Police Department. Ryan said he knows Applicant Doe will be a good Officer. He described his 3 best characteristics as being a quick thinker, good talker and stays calm in all situations. Ryan said John is a hard worker, and very honest. He related that when he has observed John in his social group, John is the "responsible one". Ryan related that he thinks highly of the *** Police Department and attempted to work there 3 years ago but was not selected. He encouraged John to attend the Police Academy as a self-sponsored recruit and pursue his preferred agencies such as *** Police. Ryan would later reply to a written questionnaire and add, "John has maintained an extremely high level of integrity throughout his life. Throughout his life, I have

considered John to be one of the most dependable people I know. John is honest, hardworking and has the empathy necessary to be a successful police officer.”

On November 3, 2017, Applicant Will’s father, 14-year [REDACTED] Police Chief [REDACTED] Doe (ret) responded to a confidential questionnaire. He wrote: “John has excellent people skills and makes friends easily. He cares about people, is compassionate and always endeavors to do the right thing. He is tactful and diplomatic while being appropriately assertive when necessary. John has always been honest and straightforward. I have never once known him to be untruthful, even as a child. John is mature, intelligent and self-disciplined. He enjoys reading and maintaining his physical fitness. He has a quiet confidence and has consistently displays good common sense. John is stable and reliable. He is very dependable. He juggled two jobs during his college years and took pride in always showing up on time. John has always been thoughtful, calm, and even tempered. He has good impulse control. I have never witnessed any inappropriate displays of temper from him. John will make an outstanding police officer. He is a calm, mature and comfortable in almost any situation. In addition to being John’s father, I have worked with hundreds of police officers and personally hired many dozens more. John is highly qualified and will be an asset and bring credit to the *** Police Department. He is loyal, responsible and wants to be a police officer for all the right reasons. Three best characteristics: Honest and Integrity, Excellent people skills, reliable and dependable team player.”

REFERENCES AND ACQUAINTANCES

Applicant Doe’ references consisted of friends, co-workers, and supervisors. The references contacted were questioned about the applicant’s suitability for employment as a Police Officer. Questions were asked about the applicant’s possible drug use, excessive use of alcohol, propensity for violence, association with subversive or racial organizations, any prejudices he may have, engagement in illegal activity, reckless behavior, and financial responsibility.

Further questions were asked to identify the applicant’s positive character traits and skills needed as a Police Officer. Those questions dealt specifically with problem solving, reliability, honesty and maturity, maturity, common sense, judgment, and loyalty. All the references contacted provided positive comments about Applicant Doe and described him as honest, hardworking, dependable, calm in stressful situations, caring, and committed to working in Law Enforcement.

There was no disqualifying information received from any of the personal references who were contacted during the background process. All the references recommended the applicant for the position of Police Officer for *** Police Department.

Completed questionnaires for each of the interviews are included in the Relatives and Personal References Section of the background notebook.

Comments from references include:

- “Always does the right thing...”
- “...is very goal oriented and self-motivating”
- “...is a great asset to any group he is employed with.”

- Integrity, reliable and work ethic
- "...is a very honest person"
- "John's greatest strength is his temperament...he is very calm and even-keeled"
- He would put thought into problems instead of acting on impulse.
- Honest, calm, transparent.
- John is very easy going, gets along with everyone.
- Very well-mannered and very personable
- Is a determined person, he knows how to prioritize what he wants.
- Always true to his word
- You can count on John.
- He is very even-tempered guy who will not pass judgement on others.
- Honesty, he speaks his mind, determined and work ethic.
- Is very friendly and approachable.
- He's easy going and jovial, also very even tempered.
- Treated everyone he comes across equally regardless of race, sex, creed, etc.
- He's a very honest guy and integrity wise, he's someone you would want a part of your team.
- Highly motivated and very good at thinking on his feet and problem solving.
- Is very honest and forthright
- Displayed nothing but kindness and honesty in all of my encounters with him.
- Approaches problems head on with an open mind and does what is necessary to fix or mitigate an issue.
- Can be counted on when needed.
- Very even keeled and does not get angry or irritated easily.
- His is exactly the type of person I would want in a position of that caliber
- Honesty, Integrity, Dependability.
- Outstanding job performance
- John is a team player
- He has good rapport with others and respectful to all
- John is bi-racial and has a great deal of respect for people of all racial backgrounds
- High moral values were an important part of John's upbringing
- Is a hardworking, reliable young man.
- John is a systematic thinker and possesses a great deal of common sense
- A kind, level headed person.
- He tends to be a problem solver and would be inclined to seek peaceful solutions
- John is respectful of all genders.
- Honesty, Dependability, Respectfulness

EDUCATION

Applicant Doe attended [REDACTED] High School, [REDACTED], California for his first year of high school but moved and transferred to [REDACTED] High School for Sophomore, Junior and Senior Year. At [REDACTED], Applicant Doe was in the GATE, honors program, ran track

and cross-country. He graduated with a 3.05 weighted GPA on June 13, 2013, and his class rank was 360 out of 617. His sealed transcripts were received and are included in the background notebook. His marks do not display academic weakness or strengths for any particular discipline. ██████████ High School is an accredited Blue-Ribbon U.S. Public High School.

Immediately after High School, Applicant Doe attended California State University, ██████████. He continuously took full loads of academic course work, graduating August 2017 with a degree in Sociology. His cumulative GPA at graduation was 2.64. His sealed transcripts were received and are included in the background notebook. His coursework was consistent with no withdrawals and no failing marks anytime during the 4 years. California State University, ██████████ is accredited/approved per Government Code Section 1031(e).

EXPERIENCE AND EMPLOYMENT

██████████ Rentals (June 2015 to August 2017)

Applicant Doe described his position as part-time general laborer. The company rented antique furniture for special events and media. He was part of a team that would fetch the desired pieces from the warehouse, load them into trucks, set them up at events and reverse the process as needed. He described the work as very physical, the furniture was heavy and bulky and needed to be handled with extreme care as many of the items were quite literally priceless. The company was small and frequently the team that installed the furniture was also the team responsible for removal, often causing 15 plus hour work days. Applicant Doe said he enjoyed the team environment and camaraderie and only left the position to enter the Golden West Basic Academy.

On November 3, 2017, I contacted ██████████ Rentals Operation's Manager, ██████████. He confirmed the dates of employment, job duties and reason for leaving. Mr. ██████████ related that Applicant Doe had perfect attendance and considered him excellent in all rated categories. Mr. ██████████ called Applicant Doe an "Outstanding" employee.

██████████ Center – Cal State ██████████ (June 2015 to August 2017)

Applicant Doe described his position as a part time student assistant. Working with student leadership and campus marketing employees, Applicant Doe assisted students promote, set up and clean up after events on campus.

On November 14, 2017, I received a returned confidential questionnaire from ██████████, Marketing Coordinator" for ██████████ Pride Center. She related she was Applicant Will's supervisor, confirmed his dates of employment and responsibilities. She wrote Applicant Will's reason for leaving as "graduation" and that he would be eligible for rehire if he was still a student at the University. She related his attendance was acceptable, he followed the company rules and procedures and was never disciplined. ██████████ wrote Applicant Doe job performance was "Competent". ██████████ wrote Applicant Doe was Excellent in the areas of dependability, initiative, ability to get along with others, personal appearance, following directions and honesty. ██████████ rated Doe "Average" in the areas of Quality of work, decision making under pressure and judgement under stress.

RESIDENCE

██████████ Huntington Beach, CA (June 2017 – Present)

Applicant Doe lives with this older brother, Officer Ryan Doe, with the ****Police Department. It is a 2-bedroom apartment in a secure building at the corner of ██████████ – across the street from Golden West Criminal Justice Training Center. On November 2, 2017, I met Ryan and inspected Applicant Doe' space. I found no disqualifying information from the home visit. Pictures are included in the background notebook.

I knocked on the doors of the neighbors on both sides of Applicant Doe' apartment, but there was no answer. I left questionnaires and self-addressed, postage paid envelopes on each of the neighbor's doors.

On November 2, 2017, I spoke with property manager ██████████. She related there have been no complaints about the apartment and they have paid on time. She has seen them on property, but she hasn't spoken to them and doesn't know anything about them. Her written questionnaire is included in the background notebook.

██████████. Huntington Beach, CA (April 2016 to June 2017)

Applicant Doe lived at this address with this brother Ryan Doe. They moved due to a rent increase. On November 2, 2017, I visited the secured apartment complex but was politely denied entrance because the Will's no longer lived on the property. Property management did not want me bothering the residents. Property management has not yet responded to the written questionnaire.

On November 25, 2017, I spoke with neighbor, ██████████, who is a Police Officer with ██████ PD. Officer ██████ said both Ryan and John were outstanding neighbors. They were quiet, respectful and helpful. Officer ██████ said he would have known if there had been any disturbances at the residence and would testify they were responsible neighbors and only moved due to a dramatic rent increase at the complex. The conversation is documented in the neighborhood tab of the background investigation notebook.

██████████, Fullerton CA (July 2015-November 2015)

Applicant Doe lived with 3 other ██████ students in a student housing area near campus. I contacted one of his roommates, ██████████, who related positive comments about Applicant Doe consistent with all the other references.

On November 20, 2017, I met with Property Manager ██████████. She related that she has never heard of the applicant and has lived on property for 15 years. She reasoned Applicant Doe must have been paying the lease holder and therefore not visiting the office. She did not have any recollection of any problems with the apartment. She stated the neighbors have all moved out since Applicant Doe left the property. ██████ would not provide her last name and would not

complete the questionnaire. She stated, "Since I don't remember him you don't get me in the file". Property Management has not yet responded to the written questionnaire.

██ Apt 1162 University Housing (August 2014-July 2015)

This was assigned housing with assigned roommates. None of the subjects or any of the neighbors remained in contact with one another.

[REDACTED] Apt 327 – University Housing – [REDACTED] (August 2013-May 2014)

This was assigned housing with assigned roommates. None of the subjects or any of the neighbors have remained in contact with one another.

[REDACTED], Huntington Beach, CA (August 2010 – April 2016)

Applicant Doe lived with his mother and sister during high school and during all school breaks while in college. The condominium complex is in downtown Huntington Beach, 4 blocks from Pacific Coast Highway. The complex is secured, visitors must gain entrance with a key or be accompanied by a homeowner.

I met with neighbor [REDACTED], who related the following. Mr. [REDACTED] stated he met John and John's mother, [REDACTED], while walking for exercise in the area. He related that he has been a "hair dresser for 40 years and knows how to size up people. He also prides himself about paying attention to things happening in the neighborhood. Mr. [REDACTED] described Applicant Doe as a "good kid" and "good driver". He related that Applicant Doe is very friendly and always very calm. He would have no reservations recommending him for a position of Police Officer. Mr. [REDACTED] written questionnaire is in the background notebook.

I left questionnaires on the doors of all the neighbors immediately adjacent to Applicant Doe.

[REDACTED], Walnut, CA (Birth to August 2010)

This is a beautiful hill top home with sweeping views of the Mt Sac College and surrounding valley. I have included pictures in the background notebook.

On November 20, 2017, I canvased the neighborhood for anyone with knowledge of Applicant Doe. I met with the owner of [REDACTED]. He said the Applicant Doe was a good kid and he doesn't remember any problems with the family. He added his daughter is now a police officer with the West Covina Police department, a job she chose in part because of their relationship with the Doe family. He related that he recommends Applicant Doe to a position in Law Enforcement.

There was no answer to my knock at 1960, 1955 or 1948 [REDACTED]. I left a questionnaire with a self-addressed, stamped envelope at each address.

DRIVING HISTORY

Applicant Doe has a valid Class "C" California driver's license #F*****, which was issued on June 11, 2015 and expires July 12, 2020. A DMV report dated November 6, 2017 revealed no convictions, failures to appear, or accidents.

Applicant Doe has current auto liability insurance through [REDACTED] Insurance (Policy [REDACTED]) on a 2006 Dodge.

MILITARY

Applicant Doe has not served in any branch of the military. He registered with Selective Service December 24, 2013, and his registration number is 95-*****.

FINANCIAL

Applicant Doe is currently a full-time student at the Golden West Criminal Justice Training Center. He borrows 300 dollars per month from his mother for expenses, and his brother is covering the rent on the apartment they share. He denied having any bankruptcies, bills turned over to collections, or purchased goods repossessed.

Applicant Doe's credit report from Equifax dated October 29, 2017 was reviewed. Applicant Doe had no potentially negative items including current or past delinquent accounts or collections accounts on her record. He has 2 accounts, one credit card and one auto loan with a total debt balance of \$ and in good standing. His last two bank statements from [REDACTED] Federal Credit Union show a positive balance of \$1293.18 and \$1608.26. Applicant Doe appears to be financially stable and responsible.

LEGAL

Applicant Doe's fingerprints were submitted to the FBI and California Department of Justice (DOJ) with results pending. Some responses from law enforcement agencies where the applicant has lived or work indicated no records of arrest. Some responses are still outstanding. CLETS was checked and there were no remarkable returns.

California State University Police [REDACTED] responded to their agency inquiry that Applicant Doe is listed in DR 14-146. The notation reflects the report is for CPC 594 (B)(1) but did not indicate Applicant Will's involvement. I obtained a copy of the report; however, it's case 14-162 for CPC 594 (B) (1). I asked about the difference and was told this is the only report listing Applicant John Doe. There was no explanation why the case number on the agency's official return is different than the case number on the requested report.

Upon review of the report, Applicant Doe is listed as a suspect in a Vandalism on February 11, 2014. The reporting party, [REDACTED], who worked for University Housing, informed [REDACTED] Officer [REDACTED] that custodial staff discovered posters, decorations, and hallway signs had been removed/stolen from the dormitory. There were also areas marked with a red pen referring to "Rush" Pi Kappa Epsilon PIKE fraternity. Estimates to repair the damage were upwards of \$4,000.00. The report did not list a time of occurrence. The report further stated "several males" were seen riding the elevator. The report does not say how the video of the males riding the elevator were connected to the crime. Applicant John Doe was listed as one of 4 males riding the elevator according to housing staff. However, the report went on to state that there was video footage of another male, not Applicant Doe, seen leaving the building holding one of the stolen signs. The report did not connect the video of the males in the elevator with the video of the male leaving the building. The report was redacted, and it is not known whether Applicant Doe was seen in the elevator with the male seen leaving the building with the stolen sign. There were 6 total suspects listed in the report. The report concluded with a referral to investigations.

Applicant Doe denied any knowledge of the events in the report. A copy of the report is included in the background notebook.

POLYGRAPH

Applicant Doe completed his polygraph test with Joe Delia, on November 4, 2017. The applicant showed no significant responses to the questioning. There is one factual discrepancy between the pre-polygraph questionnaire, the polygraph questionnaire and the Personal History Statement. The polygraph report reflects Applicant Doe was involved in a physical fight with a female in the year 2014. Applicant Doe stated it was when he was the age of 14. The pre-polygraph questionnaire indicates the incident occurred in 2010. The description of the activity is exactly the same at the fact set surrounding the playground fight his freshmen year at [REDACTED] High School for which he was suspended for the event.

AGENCIES APPLIED

- **Huntington Beach Police Department, Police Officer – October 2017**
 - Applicant Doe passed the written, physical agility and oral board. He informed the agency he accepted a Conditional Offer from *** and was placed on hold prior to background. City of Huntington Beach has not responded to the written inquiry.
- **Fullerton Police Department, Police Officer – October 2017**
 - Application Only
- **Fountain Valley Police, Police Officer – October 2017**
 - Application Only
- **Seal Beach Police Department, Police Officer – October 2017**
 - Applicant Doe passed the written, physical agility and oral board but has not heard from the agency since.
- **Cypress Police, Police Officer – August 2017**
 - Applicant Doe was informed he did not pass the Oral Board

- **Tustin Police, Police Officer – August 2017**
 - Application only
- **Garden Grove Police, Cadet – February 2015**
 - Did not pass the oral
- **Orange Police Department, Cadet -- February 2015**
 - Did not score high enough on the oral
- **Corona Police Department, Cadet – February 2015**
 - Withdrew after passing the written test
- **Newport Beach Police Department, Cadet – February 2015**
 - Application Only

INVESTIGATOR'S COMMENTS

Applicant John Doe has been cooperative, timely, and professional throughout the beginning of the background process. He is organized, displayed good communication skills during the background interview, and the information he provided throughout the process was consistent with various written materials that have been received.

I have positive impressions of Applicant Doe, which so far are supported by references, neighbors, co-workers, and employers who have been contacted.

This report is submitted for administrative review and consideration.



Bureau of Security and Investigative Service
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE INVESTIGATOR

License No. P18328

Receipt No. 10347

Valid Until 02/29/2020

JOE MAR POLYGRAPH & INV. SVC
415 W. FOOTHILL BLVD STE 125B
CLAREMONT, CA 91711

In accordance with the provisions of
Division of Business and Professions
and the provisions of the Business
and Professions Code, the holder of this
license is hereby notified that the
license is not valid for the purpose of
investigating for the purpose of

NON-TRANSFERABLE

POST IN PUBLIC VIEW



PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES

Kurk Investigative Group has been conducting business since 2016, primarily conducting background investigations for municipalities, private businesses, as well as non-profits. The owner, and sole proprietor James Kurkoske, is a 27-year law enforcement veteran, retiring in 2016 from the Rialto Police Department at the rank of Lieutenant.

During his career, James worked in almost every assignment within the department, spending many years working in special investigation units where he conducted thorough criminal background workups as part of his comprehensive investigative process. His collective experience as an investigator and an administrator provides our clients with a valuable managerial perspective. During our investigations we are acutely aware of potential issues that managers look for during the hiring process, and we believe in providing our clients with red flag information well before the investigation gets too far along.

Our business motto "Integrity Matters" describes our business, our investigations, and the people we do business with. We work with/ for our clients, and we believe our purpose is to provide detailed, professional, thorough and complete investigations, so as to ensure our clients are hiring only the best employees possible.

Our investigation narratives are detailed and provide the necessary elements required to make well informed decisions as to prospective employee hiring. We will always ensure that we meet or beat the required timelines/ deadlines for background investigation completion/ submission, and will always strive to provide detailed investigations as quickly as is possible. Furthermore, we are responsive to requests/ communications from our clients and will always return calls/ emails within the hour of receipt.

In addition, we work with a group of seasoned background investigators as needed to ensure your timelines/ deadlines are met. All investigations handled by Kurk Investigative Group will be detailed, thorough, consistent, and professional. (See attached resumes).

Lastly, every investigation is personally reviewed by the owner before it is ever seen by one of your employees, so as to ensure you receive a complete and thorough product. All of the subcontracted investigators working with Kurk Investigative Group have been properly vetted and are seasoned investigators possessing the required experience and skillsets necessary to handle everything from simple inquiries to complex investigations.

We are honored to propose the following items for consideration with regards to Kurk Investigative Group providing contract background investigation services for the Montebello Police Department:

- The City shall pay the Contractor one thousand four hundred dollars (\$1,400.00) for each completed police officer applicant background investigation and nine hundred dollars (\$1000.00) for any other employee applicant background investigation.
- Partial or terminated background investigations for police employees (sworn and non-sworn) are chargeable at the rate of fifty dollars (\$50.00) per hour for the actual time expended, not to exceed in any event the amounts stated above.
- Background investigations & updates for current police employees (sworn and non-sworn) are chargeable at the rate of fifty dollars (\$50.00) per hour, not to exceed the limit listed for sworn positions or non-sworn positions as applicable.
- When the contractor is requested by the department's Chief of Police to conduct investigation activities which require the Contractor's investigative personnel to travel greater than one hundred fifty (150) miles (round trip) per investigation from Contractor's Office, City shall reimburse the Contractor for mileage traveled at the rate of fifty-six cents (\$0.56) per mile for any mileage over one hundred fifty (150) miles.
- The City shall reimburse contractor travel, hotel, rental car, airfare, food, expenses for long distance travel, and all such travel will be pre-approved by the City prior to any such activity occurring.
- When the contractor is requested by the department's Chief of Police to "expedite" a background investigation requiring the contractor to complete the background investigation in four (4) weeks or less, the City shall pay the Contractor one thousand six hundred dollars (\$1,600.00) for each expedited completed police officer applicant background investigation and one thousand one hundred dollars (\$1200.00) for any other expedited employee applicant background investigation.
- The City of Montebello's Standard Professional Services Agreement is acceptable and no additions or deletions of content are recommended.

Thank you in advance for the opportunity to propose our services to your department. We hope that the aforementioned information, as well as the attached documents, have not only answered your questions about us, but has also provided you with the confidence necessary to select our company based on our experience, professionalism, and dedication to public service as it relates to our investigative services.

Sincerely,

James Kurkoske

James Kurkoske, Owner/ Chief Investigator

Kurk Investigative Group



SUNSET DETECTIVES

P.I. License #23936

"Professional and Confidential"

November 9, 2018

City of Montebello
1600 Beverly Blvd.
Montebello, CA 90640

RE: **Letter of Introduction** - Background Investigation Services, RFP No. 19-08

Dear Hiring Manager,

I'm writing this in response to your advertisement for Background Investigation Services posted by your City website. As an experienced law enforcement professional, I have extensive experience in the public and private sector. I served as a police officer and supervisor for thirty-one years and I am the owner and Qualified Manager of my company, Sunset Detectives, conducting pre-employment background investigations for police and fire service agencies, including the Montebello Police Department for the past seven years. I desire to continue serving the City of Montebello.

My company conducts background investigations per California POST standards for new hire and lateral peace officers, public safety dispatchers, firefighters, and associated public safety personnel. This includes interviewing applicants, employers, family members, and neighbors, reviewing confidential personnel files and records, and preparing comprehensive background reports. Sunset Detectives currently provides this service for three police and two fire departments in Southern California.

Please refer to my attached resume for further illustration and details. I am confident that I can continue to leverage my experience and successes to provide significant value to the City of Montebello.

Thank you, in advance, for your time and consideration.

Sincerely,

Leo Arnold
Background Investigator / Owner
PI License #23936
Sunset Detectives
5267 Warner Avenue #241
Huntington Beach, CA 92649
(562) 254-7157

5267 Warner Avenue, Suite 241 • Huntington Beach, CA 92649 • Phone: 562.254.7157 • Fax: 562.453.0061
www.sunsetdetectives.com



SUNSET DETECTIVES

P.I. License #23936

"Professional and Confidential"

November 9, 2018

City of Montebello
1600 Beverly Blvd.
Montebello, CA 90640

RE: **Response File** - Background Investigation Services, RFP No. 19-08

Dear Hiring Manager,

I'm writing this in response to your advertisement for Background Investigation Services posted by your City website. The following information is the **Response File**.

Firm Information and Qualifications

Sunset Detectives is located in Huntington Beach and has been in business for seven years, since November 2011, serving law enforcement, fire service, communications and City Halls. We specialize in pre-employment background investigations as declared by the Commission of Peace Officers Standards and Training (P.O.S.T.), as well as in accordance with the Fair Credit Report Act, California Investigative Consumer Reporting Agencies Act, and state and federal fair employment laws.

Every applicant is investigated consistently and in the same important manner as a Police Officer position. We complete all aspects of a P.O.S.T. background and there will be no shortcuts to the investigation. P.O.S.T. guidelines, legal case law, and government codes are always observed and followed. All of the final reports and files containing required documentation will conform to your report and presentation style.

Sunset Detectives currently provides investigative services to Costa Mesa PD (since 2013), La Habra PD (since 2011), Montebello PD (since 2012), Richmond PD (since 2014) and the Fullerton and Brea Fire Departments (since 2011). To date, we have completed 811 background investigations.

I served as a sworn police officer for over thirty-one years in many aspects of law enforcement, including six-years as supervisor managing the La Habra Police Department Professional Standards Units (PSU). I interviewed, conducted investigations and recommended for hire applicants for all positions within the agency. Additionally, I conducted Internal Affairs investigations and investigations of claims filed against the city. Upon retirement, I created my business, Sunset Detectives, during November 2011 and have continuously served municipal police and fire departments with pre-employment background investigations.

I am licensed by the California Bureau of Security and Investigative Services, PI License #23936. I have successfully completed the P.O.S.T. Background Investigation course and I am a member of the California Background Investigators Association (CBIA). I have served within the public sector conducting background investigations for over five years and in the private sector for over seven years.

5267 Warner Avenue, Suite 241 • Huntington Beach, CA 92649 • Phone: 562.254.7157 • Fax: 562.453.0061
www.sunsetdetectives.com

Sunset Detectives collaborates with sub-contractors, Alexander Bancroft of "Bancroft & Associates" and Jeffrey Love of "Jeffrey Love and Associates". They are experienced law enforcement officers and licensed Private Investigators having many years of investigative experience. The sub-contractors share responsibilities with me for each applicant investigation. They work their cases from the "field prospective" and conduct interviews with the applicant, employer and personal references and neighbors, while I complete administrative tasks such as inquiries with law enforcement agencies and other research into the details of the applicant's background. In essence, the client receives two investigators for the price of one investigator on each applicant, as compared to the normal practices of other contractors.

Alexander Bancroft – Bancroft & Associates

Alexander Bancroft served as a sworn police officer for over thirty-four years, including vast experience as an investigator of gangs, homicide, robbery and narcotics. He retired in 2012 from the La Habra Police Department. He has been licensed since 2012 by the California Bureau of Security and Investigative Services under PI License #28215. His company specializes in P.O.S.T. pre-employment background investigations. He is a hard worker and has successfully investigated numerous applicant backgrounds with Sunset Detectives concerning all police and fire positions for over six years. I personally know and worked for many years with Alexander Bancroft at the La Habra Police Department. Mr. Bancroft's resume is attached to this file.

Jeffrey Love - Jeffrey Love and Associates

Jeffrey Love served as a sworn police officer for over twenty-nine years with the La Habra Police Department. He is an experienced investigator of narcotic and homicide crimes. He retired in 2012 as a full-time sworn police officer at the rank of Police Captain. He continues to serve the department today as a Reserve Police Officer. Additionally, Jeffrey Love served as a Juror for a one year term with the Orange County Grand Jury. He participated in investigations that returned twenty-seven criminal indictments and he wrote reports about local government in Orange County. He has been licensed since 2013 by the California Bureau of Security and Investigative Services under PI License #28352. His company specializes in P.O.S.T. pre-employment background investigations. He has also successfully investigated numerous applicant backgrounds with Sunset Detectives for over five years concerning all police and fire positions. Jeffrey Love has also conducted applicant interviews for management level positions in City Hall and the police departments. He has proven to be especially skilled at establishing rapport with high level applicants seeking management positions. I personally know and worked for many years with Jeffrey Love at the La Habra Police Department. Mr. Love's resume is attached to this file.

References

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92628

Department Contact:

Bang Le, Police Sergeant
(714) 754-5030
Email: ble@costamesaca.gov

Sunset Detectives has served the Costa Mesa PD since 2013 investigating applicants for all sworn and non-sworn department positions. Additionally, we have conducted investigations for an Interim Police Chief and several City Hall management positions.

La Habra Police Department
150 N. Euclid
La Habra, CA 90631

Department Contact:

Paul McPhillips, Police Corporal
(562) 383-4332
Email: pmpcphillips@lahabraca.gov

Sunset Detectives has served the La Habra PD since 2011 investigating applicants for all sworn and non-sworn department positions. Additionally, we have conducted investigations for City Hall management and staff positions.

Montebello PD
1600 W. Beverly Blvd.
Montebello, CA 90640

Department Contact:

Marc Marty, Police Sergeant
(323) 887-1200
Email: mmarty@cityofmontebello.com

Sunset Detectives has served the Montebello PD since 2012 investigating applicants for all sworn and non-sworn department positions. Additionally, we have conducted investigations for City Hall management and staff positions.

Fullerton Fire Department
312 East Commonwealth Avenue
Fullerton, CA 92832-2099

Department Contact:

Adam Loeser, Division Chief / Operations
(714) 738-6507
Email: AdamL@fullertonfire.org

Sunset Detectives has served the Fullerton and Brea Fire Departments since 2011 investigating applicants from Firefighter to Battalion Chief positions. The departments are two separate agencies, but under the command of one Fire Chief. The background investigations are supervised by Chief Adam Loeser for each department.

Firm's Abilities and Review Times

Services rendered by Sunset Detectives for pre-employment background investigation will continue to include, but are not limited to the following:

- Interview applicant.
- Determine any criminal history by the applicant.
- Determine the extent of any illegal drug usage by the applicant.
- Inspect applicant's residence.
- Send law enforcement record requests to jurisdictions covering the applicant's current and previous places of residence and employment.
- Contact the applicant's personal references by email, postal mail or in person.
- Contact the applicant's current and previous employers.
- Contact secondary references.
- Interview applicant's neighbors.
- Investigate applicant's social media activity.
- Verify applicant's educational requirements.
- Verify applicant's U.S. citizenship or status as a permanent resident alien who is eligible and has applied for citizenship through official government-issued birth certificate or naturalization documents.
- Verify applicant's marriage and/or dissolution of marriage.
- Verify applicant's Selective Service registration and/or military history.
- Verify applicant's financial history.
- Verify applicant's driving history.
- Verify if the applicant has a history as a plaintiff or defendant in Civil Court cases.
- Submit a comprehensive report, to include an Executive Summary and Narrative, documenting the background investigation results as required by Commission of Peace Officers Standards and Training (P.O.S.T.).
- Provide additional services as requested.

The investigation will consider all of the following dimensions established by the Commission of Peace Officers Standards and Training:

- Integrity
- Impulse Control / Attention to Safety
- Substance Abuse and other Risk-Taking Behavior
- Stress Tolerance
- Confronting and Overcoming Problems
- Obstacles and Adversity
- Conscientiousness
- Interpersonal Skills
- Decision-Making and Judgment
- Learning Ability and Communication Skills

Sunset Detectives has successfully contracted with the Montebello PD for the past six years. We have proven our investigative skills and ability to complete thorough and comprehensive background investigations to meet and exceed established P.O.S.T guidelines and requirements. We will have each background investigation completed to your agency within 30 to 45 days (with exception of any major issues or pre-approved travel). Our goal is to complete the investigations as close to 30 days as possible. In the event that the investigation discovers information that might disqualify an applicant from your process, you will immediately be contacted and informed of those issues.

Customer Service

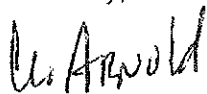
Sunset Detectives is a results-oriented, professional investigations firm. We pride ourselves on our professionalism, integrity and confidentiality. We strive to bring our clients the most accurate and up-to-date information available. Our clients are the reason we are still in business and our job is to serve our clients to the best of our ability. We have always understood that you as our client must be able to contact us should you require service or have a question to ask. We offer different ways for our clients to contact us: such as phone and email. It is our business policy that all emails or phone calls must be returned as soon as possible and within three hours. We treat our clients with respect and professionalism as we have with the Montebello PD during the past six years. We value the client's relationship and not the number of sales. We have enjoyed cultivating a long-term relationship with Montebello PD and look forward to continuing our relationship.

Standard Professional Services Agreement

The City's standard professional services agreement is acceptable and we do not have any proposed modifications.

We are confident you will continue to be pleased with our investigative services. We have enjoyed serving your city and thank you for your consideration.

Sincerely,



Leo Arnold
Background Investigator / Owner
PI License #23936
Sunset Detectives
5267 Warner Avenue #241
Huntington Beach, CA 92649
(562) 254-7157

CITY OF MONTEBELLO
POLICE DEPARTMENT

REQUEST FOR PROPOSAL FOR BACKGROUND INVESTIGATION SERVICES
RFP No. 19-08

BIDDERS INFORMATION

City of Montebello – Police Department Background Investigation Services
FOR THE CITY OF MONTEBELLO, CA

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name: SUNSET DETECTIVES

Street Address: 5267 WARNER AVE. #241

Mailing Address: SAME

City: HUNTINGTON BEACH Zip Code: 92649

Remit to Address: 5267 WARNER AVE. #241

City: HUNTINGTON BEACH Zip Code: 92649

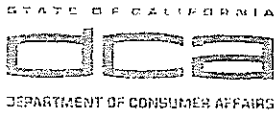
Phone #: 562-254-7157

Fax#: 562-453-0061

Name: LEO ARNOLD

Title: OWNER / QUALIFIED MANAGER - PRIVATE INVESTIGATOR

Signature/Date: Leo Arnold 11-09-2018



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

Renewal License

PRIVATE INVESTIGATOR

License No. PI23936

Valid Until: 02/29/2020

Receipt No. 9528

SUNSET DETECTIVES
5267 WARNER AVE. #241
HUNTINGTON BEACH, CA 92649

In accordance with the provisions of
Division 3, Chapter 11.3 of the Business
and Professions Code, the company
named hereon is issued a Private
Investigator License Renewal.

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

WPIPI 10/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2018

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

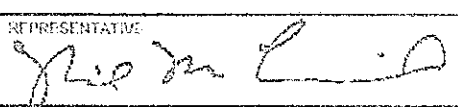
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in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

PRODUCER NEIL M LINDSTROM INSURANCE AGENCY P.O. BOX 406 VERDUGO CITY, CA 91046-0406 0637079	CONTACT NAME NEIL LINDSTROM PHONE AG No. (818) 957-1731 FAX (818) 957-0816 E-MAIL lindstrom@dslextrame.com
INSURED LEO ARNOLD DBA SUNSET DETECTIVES 5267 WARNER SUITE 241 HUNTINGTON BEACH, CA 92649	INSURER(S) AFFORDING COVERAGE INSURER A STEADFAST INS. CO. INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	MODEL / SUBR / POLY / WNO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		EOL4646184-07	8/3/18	8/3/19	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000				
	☐ CLAIM-MADE ☒ OCCUR	MED EXP (Any one person) \$ 5,000				
	☒ ERRORS & OMISSIONS	PERSONAL & ADV INJURY \$ 1,000,000				
GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
☒ POLICY ☐ PRO ☐ OCC						PRODUCTS - COMPROP AGG \$ 2,000,000
AUTOMOBILE LIABILITY						
☐ ANY AUTO						COMBINED SINGLE LIMIT (Per accident) \$
☐ ALL OWNED AUTOS		☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
☐ THIRD AUTOS		☐ NON OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
MARINE LIABILITY						
☐ BOAT LIABILITY		☐ OCCUR				EACH OCCURRENCE \$
☐ LOG SKI LIABILITY		☐ CLAIM-MADE				AGGREGATE \$
EMPLOYERS RESPONSIBILITIES						
EMPLOYERS COMPENSATION AND EMPLOYERS LIABILITY		☐ YES ☒ NO				EMPLOYERS LIABILITY \$
EMPLOYERS LIABILITY FOR PERSONAL INJURY		☐ YES ☒ NO				E.L. EACH ACCIDENT \$
EMPLOYERS LIABILITY FOR PERSONAL INJURY (Mandatory in CA)		☐ YES ☒ NO				E.L. DEATH - 1A EMPLOYEE \$
EMPLOYERS LIABILITY FOR DISSEMINATION OF OPERATIONS REVENUE		☐ YES ☒ NO				E.L. DEATH - POLICY LIMIT \$

FOR ADDITIONAL INFORMATION, LOCATIONS, VEHICLES, ATTACH ACORD 101, Additional Remarks (Schedule if more space is required)

PRIVATE INVESTIGATIONS

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE 

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LEO ARNOLD

5267 Warner Ave., #241 • Huntington Beach, CA 92649
Telephone: (562) 254-7157 • E-mail: leo@sunsetdetectives.com

SUMMARY OF QUALIFICATIONS

A results-oriented professional with excellent background and training relating to **INVESTIGATIONS, CONSULTING and MANAGEMENT**. Command outstanding communication talents, interfacing effectively with all levels of management, co-workers and individuals from diverse backgrounds and cultures. Work resourcefully under demanding and intense circumstances.

Utilize highly-developed time management skills to successfully coordinate multiple tasks. Maintain insight and initiative to identify problem areas, and use all available resources to implement viable and effective solutions. Make critical decisions with sound judgment and within strict time lines. Present a history of outstanding work ethic, dependability and integrity.

Key Strengths Include:

- Diverse police experience includes pre-employment and Internal Affairs investigations, SWAT, Field Operations supervision, gang and crime scene investigations, and security planning for large events.
- Licensed Private Investigator (State of California).
- Conduct all investigations with strict confidentiality, and respond to all requests and problems in a quick and courteous manner.
- An accomplished public speaker with significant training background.
- Extensive history of managing public records divisions discreetly and professionally.
- Successfully manage informants, confidential files and high-risk tactical operations.

PROFESSIONAL EXPERIENCE

SUNSET DETECTIVES – HUNTINGTON BEACH, CA

OWNER / QUALIFIED MANAGER - PRIVATE INVESTIGATOR

Conducts pre-employment background investigations for positions in law enforcement (sworn and non-sworn positions), fire service, communications and in city, county or state government service. (2011 to present)

- PI LICENSE NUMBER 23936 by the CA Bureau of Security and Investigative Services
- Satisfactorily completed 36-hour P.O.S.T. Background Investigation course
- Member of California Background Investigators Association (CBIA)
- Serves 3 police and 2 fire departments in Southern California

LA HABRA POLICE DEPARTMENT - LA HABRA, CA

POLICE SERGEANT

Supervised the Professional Standards Unit. Interview, recommend-for-hire, supervise and evaluate both sworn and civilian employees working in Personnel, Training and Internal Affairs Divisions. Lead Internal Affairs investigations, including investigations of claims filed against the city.

Oversee the Field Training Program. Conduct extensive training and testing for the 70-officer police force. Participate in developing disaster plans with community agencies. Report directly to the Chief of Police. (2007 to 2011)

- Conducted 75+ formal investigations.
- Collaborate with Orange County DA and CA Bureau of Narcotic Enforcement on investigations.
- Appointed as Acting Lieutenant of the Records and Communications Divisions.
- Scored 100% on state P.O.S.T. Commission Audits.

POLICE CORPORAL

Worked in both the Professional Standards Unit and the Patrol Bureau. Supervised sworn and civilian personnel. Conducted pre-shift briefings and supervised field operations. (2006 to 2007)

- Served as Acting Sergeant and Watch Commander which included all related managerial functions.
- Patrolled, investigated and conducted follow-up investigations on all shifts and beats.

POLICE OFFICER/FIELD TRAINING OFFICER

Enforced federal, state and municipal laws. Assigned to all shifts and beats. (2002 to 2006)

- Trained and supervised new sworn employees.

BALDWIN PARK POLICE DEPARTMENT - BALDWIN PARK, CA**POLICE SERGEANT**

Provided line supervision for sworn and civilian personnel in the Patrol Bureau. Conducted pre-shift briefings. Supervised field operations. Directed Internal Affairs investigations. (1997 to 2002)

- Led Business Watch Presentations on business, security, robbery prevention and witness skills.
- Supervised and evaluated employees in the Records and Communications Departments.

DETECTIVE

Assigned to the Gang Division of the Detective Bureau. Investigated crimes committed by suspected gang members, including homicides, robberies, drive-by-shootings, witness intimidation, property and fraud crimes. Arrested suspects and filed court papers. (1994 to 1997)

- Maintained cool and professional demeanor during stressful and dangerous situations.
- Promoted from Police Officer - Assigned to all shifts and beats; served as Officer In Charge (OIC) during absence of Sergeant or Watch Commander.

POLICE OFFICER

Enforced federal, state and municipal laws. Assigned to all shifts and beats. (1990 to 1994)

BULLHEAD CITY POLICE DEPARTMENT - BULLHEAD CITY, AZ**POLICE SERGEANT**

Performed line supervision for sworn and civilian personnel in field operations. Trained and evaluated new personnel. (1987 to 1990)

- Served as Field Training Officer Program Coordinator, S.W.A.T. Entry Team Leader, and Head Advisor for Police Explorer Post #1099.

POLICE OFFICER/FIELD TRAINING OFFICER

Patrolled, investigated and conducted follow-up investigations on all shifts and beats. Additionally served as S.W.A.T. Entry Team Member and Field Training Officer. (1985 to 1987)

- Assisted in developing a new recruit training program.

MOHAVE COUNTY SHERIFF'S DEPARTMENT - KINGMAN, AZ (1980 TO 1985)**DETECTIVE**

Investigated all types of crimes, including burglary, fraud, forgery, robbery and homicide. Arrested suspects and participated in court proceedings.

DEPUTY SHERIFF

Enforced the law on all shifts and beats, in both rural and urban settings. Served as a K-9 Handler and Field Training Officer.

EDUCATIONAL BACKGROUND

Extensive Police Officer Training includes:

Basic, Intermediate, Advanced & Supervisory Certificates in Peace Officer Standards & Training
Behavioral Analysis & Interrogation Techniques • Criminal Investigation • Identity Theft Investigation
Check/Fraud Investigation • Traffic Collision (Basic, Intermediate & Advanced Investigation) • Narcotic Investigation
Burglary/Theft Investigation • Search Warrant Preparation & Execution • Advanced Officer Training
Detective School • Homicide Investigation • Supervisor & Management Training • Assertive Supervisor
Background Investigation • Internal Affairs Investigation • Officer Involved Shooting Investigation • Crisis
Intervention • Hostage Negotiations • Terrorism (Emergency Response & Law Enforcement Response)

Administration of Justice • Rio Hondo College - Whittier, CA

MEMBERSHIPS

CA Background Investigator Association • Orange County Training Manager & Internal Affairs Associations

Computer Skills: Word • Excel • Outlook • Explorer • MS Works • CopLink • LexisNexis • Internet Research

REFERENCES: Available upon Request

COMPENSATION: Open to Negotiation

Riverside County Sheriff's Department

Ben Clark Public Safety Training Center

CERTIFICATE *of* COMPLETION



This is to certify that

LEO ARNOLD

Has Satisfactorily Completed 36 Hours of

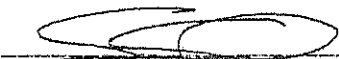
Background Investigations

POST# 2200-30340

December 3, 2007 - December 7, 2007



COMMANDER



SHERIFF

[Home](#) [CBIA Meetings](#) [CBIA Member Info.](#) [CBIA By-Laws](#) [Discussion Forum](#)

Enter Search Request

arnold

Submit Request

LASTNAME: Arnold
FIRSTNAME: Leo
COMPANYNAME: Sunset Detectives
COMSTREET: 5267 Warner Ave., #241
COMCITY: Huntington Beach
COMSTATE: CA
COMZIP: 92649
COMPANYPHONE: 5622547157
EXT:
FAXNUMBER: 5624530061
CELLPHONE: 5622547157
EMAIL: leo@sunsetdetectives.com

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Website by: [R.J.M. & Associates](#)



PRIVATE INVESTIGATOR

License No. PI28215

Valid Until: 03/31/2019

Receipt No. 5445

BANCROFT & ASSOCIATES
387 MAGNOLIA AVE STE 103-313
CORONA, CA 92879-3307

In accordance with the provisions of
Division 3, Chapter 11.3 of the Business
and Professions Code, the company
named hereon is issued a Private
Investigator License Renewal.

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



ZURICH

Common Policy Declarations

STEADFAST INSURANCE COMPANY
Dover, Delaware
Administrative Offices – 1299 Zurich Way
Schaumburg, Illinois 60196-1056

Policy Number: EOL9247377-05

**Renewal of
Number:** EOL9247377-04

Named Insured and Physical Address:
Bancroft & Associates
387 Magnolia Avenue, #103-313
Corona, CA 92879

Producer:
Costanza Insurance Agency of Texas
9101 LBJ Freeway Suite 150
Dallas, TX 75243

Policy Period: From: 05/02/2018 To: 05/02/2019 **Producer Number:** 21894000
The Policy Period begins and ends on the dates stated above at 12:01 A.M. Standard Time at your mailing address as stated above.

Business Description: UNARMED PRIVATE INVESTIGATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
GENERAL LIABILITY	\$ 777.00

Surplus Lines Tax \$ 23.31
Stamping Fee \$ 1.55
Policy Fee \$ 150.00
Total Premium: \$ 951.86

Premium shown is payable: ☒ At inception ☐ Per payment form attached
Audit Period: Annual, unless otherwise stated: Annual

Forms and Endorsements Attached to this policy: See attached Forms and Endorsement Schedule

Date of Issue: 04/18/2018

Countersigned By

Authorized Representative

Includes copyrighted material of ISO Properties, Inc., with its permission.

STF-CGL-D-133-A CW (09/05)

Page 1 of 1

Insured Copy



ZURICH

Commercial General Liability Declarations

Policy Number: EOL9247377-05

**Renewal of
Number:**

EOL9247377-04

This Insurance Is Provided By The Company Shown Below:

Steadfast Insurance Company
Administrative Offices – 1299 Zurich Way
Schaumburg, Illinois 60196-1056

Policy Period: From: 05/02/2018 **To:** 05/02/2019 **Producer Number:** 21894000

The Policy Period begins and ends on the dates stated above at 12:01 A.M. Standard Time at your mailing address as stated above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Limits Of Insurance

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any one premises
Medical Expense Limit	\$ 5,000	Any one person
Personal And Advertising Injury Limit	\$ 1,000,000	Any one person or organization
General Aggregate Limit	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	

Description Of Business

Form Of Business:

- ☒ Individual ☐ Partnership ☐ Joint venture ☐ Trust ☐ Limited liability company
- ☐ Organization, Including A Corporation (But Not Including a Partnership, Joint Venture Or Limited Liability Company)

Business Description:



ZURICH

Commercial General Liability Declarations

Classification And Premium						
Classification	Code No.	Premium Base	Prem/ Ops	Rate Prod/Comp Ops	Advance Premium Prem/ Ops	Prod/Comp Ops
Investigative	91636	\$31,900.00	INCL			

Premium For Endorsements
State Tax Or Other (If Applicable)
Total Premium (Subject To Audit)

Premium Shown Is Payable:

At Inception
At Each Anniversary
(If Policy Period Is More Than One Year And Premium Is Paid In Annual Installments)

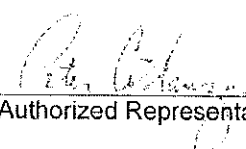
Audit Period (If Applicable) ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Forms and Endorsements Attached to this policy: See attached Forms and Endorsement Schedule

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM (S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Date of Issue: 04/18/2018

Countersigned By


Authorized Representative

Alexander G. Bancroft

387 Magnolia Avenue, Suite 103-313, Corona, CA 92879

Email: baintel@att.net

951-532-2099

Bancroft & Associates

2012 – Present, Corona, CA

Owner/Investigator Private Investigator, PI License # P128215

- Contract Background Investigator
- Conduct POST Background Investigations for law enforcement and fire service agencies.

La Habra Police Department

1989 – 2012 La Habra, CA

Detective: 1996 - 2012

California Department of Justice, Bureau of Narcotics Enforcement

Public and Commercial Narcotics Enforcement Team (PACNET): 2008 - 2011

- Narcotics Interdiction Investigations focusing on narcotics trafficking through commercial shippers and airports in the Southern California area.
- Investigating and interviewing suspects, preparing and obtaining search warrants.
- Work with other drug interdiction programs throughout the United States to investigate, prosecute, and seize the assets of criminal enterprises involved in the distribution of controlled substances.
- US Department of Homeland Security/ICE federal cross-designation to investigate and enforce customs laws.

Special Investigations Unit (Narcotics /Vice/Criminal Intelligence), LHPD: 2004 - 2008

- Investigation of street level sales and distribution of illegal narcotics, Clandestine Lab Callout Team.
- Investigations of prostitution, gambling, massage parlors and adult oriented business.
- Conduct sensitive investigations in the areas of criminal and organized crime intelligence, terrorism, and public corruption by gathering, analyzing, and recording.
- Investigating and interviewing suspects, preparing and obtaining search warrants.
- Coordinate cases with Local, State, Inter-State and Federal Law Enforcement Agencies.

Robbery / Homicide, LHPD: 2002 - 2004

- Investigation of Homicides and Robberies within the City of La Habra.
- Investigating and interviewing suspects, preparing and obtaining search warrants.
- Preparing cases for court, in line with formal procedures.
- Testifying before courts or juries.

Orange County Auto Theft Task Force (OCATT): 1996 – 2002

- Investigate, arrest and prosecute professional and career criminals responsible for vehicle thefts and fraud in Southern California and the Western United States. Investigations included the theft of passenger vehicles, trucks, motorcycles, commercial construction equipment, and cargo theft.
- Investigating and interviewing suspects, preparing and obtaining search warrants.
- Coordinate cases with Local, State, Inter-State and Federal Law Enforcement Agencies.

Patrol Assignments:**Senior Canine Handler: 1991 – 1996**

- Police Service Canine cross-trained in Narcotics Detection.
- Coordinate Canine training for the Southeast Canine Association.

Uniformed Patrol: 1989 – 1991

- Investigating and interviewing suspects, preparing of cases for Detective Division/District Attorney.

Ancillary Duties:**Firearms Instructor / Armorer: (23 years of experience)**

- Preparation of firearms training and qualifications, Scheduling of training and range staff.
- Training of new and experienced Police Officer in firearms proficiency.
- Maintenance and repair of departmental weapons and armory.
- Maintain equipment, inventory and ordering of ammunition, targets, and equipment.

Awards:

- La Habra Police Department Life Saving Award
- La Habra Police Department Distinguish Service Award
- La Habra Police Department Chiefs Citation Award
- City of La Habra Investigations Unit Commendation
- American Legion Meritorious Service Award
- California Highway Patrol Meritorious Achievement Award
- California Department of Justice Attorney General's Award of Commendation

Santa Ana Police Department, Reserve Police Officer, Level I: 1978 – 1989**Assignments:**

- Patrol Division – 1978 - 1983
- Traffic Division -- Drunk Driver Team (DDT) – 1983-1985
- Investigations – Gang Investigations – 1985 – 1989
 - Investigate gang related crimes to include homicide in the City of Santa Ana
 - Assist outside agencies with criminal investigations and sweeps.

Ancillary Duties:

- Senior Tactical Officer: Fullerton Police Academy, Fullerton Junior College, Fullerton CA

Licenses and Certification:

- BSIS - PI License # P128215
- Advanced POST Certificate



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE INVESTIGATOR

License No. PI28352

Valid Until: 07/31/2019

Receipt No. 7255

JEFFREY LOVE AND ASSOCIATES
PO BOX 9724
BREA, CA 92822

In accordance with the provisions of
Division 3, Chapter 11.3 of the Business
and Professions Code, the company
named hereon is issued a Private
Investigator License Renewal.

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

WPIPI 10/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2018

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

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PRODUCER NEIL M LINDSTROM INSURANCE AGENCY P.O. BOX 406 VERDUGO CITY, CA 91046-0406 0637079	CONTACT NAME: NEIL LINDSTROM	
	PHONE (A/C No. Ext): (818) 957-1731 FAX (A/C No.): (818) 957-0816	
INSURED JEFFREY LOVE AND ASSOCIATES 107 DAISY CIRCLE BREA, CA 92821	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: STEADFAST INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EOL4883379-05	9/14/18	9/14/19	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ ERRORS & OMISSIONS						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY/AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	☐ DED ☐ RETENTIONS						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PRIVATE INVESTIGATIONS

CERTIFICATE HOLDER BELOW IS ADDED AS AN ADDITIONAL INSURED WITH WRITTEN CONTRACT OR AGREEMENT

CERTIFICATE HOLDER

LEO ARNOLD DBA SUNSET DETECTIVES
5267 WARNER SUITE 241
HUNTINGTON BEACH, CA 92649

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey J. Love

Jeffrey Love and Associates

PO Box 9724, Brea, CA 92822

Business: (714) 784-6472 E-Mail: loveandassociates@twc.com

Relevant Professional Experience

Owner / Private Investigator

2013 to Present

Jeffrey Love and Associates

PO Box 9724

Brea, California 92822

Conducts pre-employment background investigations for positions in law enforcement (sworn and non-sworn positions), fire service, communications and in city, county or state government service.

Reserve Police Officer

2014 to Present

La Habra Police Department

150 North Euclid Street

La Habra, California 90631

I am an administrative reserve officer with the primary responsibility of preparing and managing the police department's \$18,000,000 budget.

Grand Juror

2012-2013 Term

Orange County Grand Jury

700 Civic Center Drive West

Santa Ana, California 92701

I served as the Jury's Sergeant of Arms. We returned 27 criminal indictments and wrote reports about local government in Orange County.

Security Dispatcher

2013 Season

Los Angeles Angels of Anaheim

2000 East Gene Autry Way

Anaheim, California 92806

I received telephone calls and text messages from fans reporting incidents at the stadium. The requests for service were logged and security officers dispatched to the scene.

Police Officer to Captain

1983-2011

La Habra Police Department

150 North Euclid Street

La Habra, CA 90631

I worked as a patrol officer, narcotics and homicide detective, supervisor, manager, and commander. I was responsible for auxiliary duties such as jail management and preparation of the annual budget.

Jeffrey J. Love

Jeffrey Love and Associates

PO Box 9724, Brea, CA 92822

Business: (714) 784-6472 E-Mail: loveandassociates@twc.com

Background Investigation Experience

2013-Present Jeffrey Love and Associates

Prepared 98 draft background investigation reports for local government clients. The background reports were on prospective public safety officers, professional staff, department heads, police chief and assistant city manager positions.

2011 P.O.S.T. Background Investigator Course
Ben Clark Training Facility, Riverside, California

2003-2011 La Habra Police Captain

Reviewed all submitted background investigations and made hiring recommendations to the Chief of Police.

Education

Bachelor of Science Degree (1999)
Workforce Education and Development
Southern Illinois University, College of Education, Carbondale, Illinois
(San Bernardino, CA Campus)

Associate in Arts Degree (1993)
Police Science
Fullerton College, Fullerton, California

High School Diploma (1974)
Western High School, Anaheim, California

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew Pasmant, Acting City Manager
BY: Fernando Pelaez, Fire Chief
SUBJECT: Recommendation for the Service Agreement for Fire Apparatus Repair
DATE: January 23, 2019

RECOMMENDATION

That the City Council approve a three year service contract, utilizing a cooperative Service Agreement or "piggy-back", on or of the West Covina Fire Departments' bid award to Performance Truck Repair, and allow the Acting City Manager to execute the written agreement in substantially the same form as the agreement between West Covina and Performance Truck Repair, as approved by our City Attorney's Office. This recommended approval requires a four/fifths (4/5) vote to dispense with the City Municipal Code's competitive bidding procedures upon a finding that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same pursuant to Municipal Code section 3.20.050(C).

BACKGROUND

In July 2016, the City of West Covina entered into a service contract with Performance Truck Repair. The City of West Covina initially received bids from different vendors including Performance Truck Repair. The bidding process resulted in an award of the work to Performance Truck Repair, based upon price and capability. The City of Montebello has utilized Performance Truck Repair for approximately six months. Performance Truck Repair has proven to be capable of providing exceptional service to the Montebello Fire Department. The cost proposal for directed work is consistent with the agreement with the West Covina Fire Department (see attached electronic mail message from Performance Truck Repair). Although the contract is two years old, the vendor has agreed to maintain the same contract parameters with the City of Montebello, including pricing.

ANALYSIS

Performance Truck Repair is considered an exceptional fire apparatus repair facility and is the current repair shop for some of the work needed for the fleet. Lastly, this contract

would save the City significant time and money by avoiding the implementation of a formal bidding process that will likely result in bids at a higher dollar amount.

FISCAL IMPACT

The apparatus repairs are budgeted and would not require a budget appropriation. All apparatus repairs are budgeted annually.

SUMMARY

That the City Council approve a three year service contract, utilizing the cooperative Service Agreement based on the West Covina Fire Departments' bid award to Performance Truck Repair, and allow the Acting City Manager to execute the written agreement in substantially the same form as said agreement, as approved by our City Attorney's Office.

ATTACHMENTS

West Covina Fire Department Contract
Montebello Fire Department Vehicle Inventory
Electronic Mail Message regarding Pricing

**CITY OF WEST COVINA
CONTRACT SERVICES AGREEMENT WITH PERFORMANCE TRUCK REPAIR INC.**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 1st day of July, 2016 by and between the CITY OF WEST COVINA, a municipal corporation, (herein "City") and PERFORMANCE TRUCK REPAIR INC. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. WHEREAS, PERFORMANCE TRUCK REPAIR INC. has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

I. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the Proposal, Statement of Non-collusion by Contractor, this Contract Services Agreement, Workers' Compensation Certification, Tax ID form and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 **Compliance with Law** - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section 1.4.

1.5 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 **Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

1.8 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2. COMPENSATION

2.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of FOUR HUNDRED, FIFTY THOUSAND DOLLARS AND 00/100 (\$450,000.00) (herein "Contract Sum"), established in the "Bid Sheet" attached hereto as Exhibit "B", except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - N/A

3. PERFORMANCE SCHEDULE

3.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** – N/A

3.4 **Term** - Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years with two subsequent one-year terms, from the effective date. This agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and /or modify the reimbursement rate, levels of service, types of service, change of vehicles, or any other terms which the parties determine necessary.

4. COORDINATION OF WORK

4.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

David Killackey Sr.
Performance Truck Repair Inc.
892 W. Tenth St.
Azusa, CA 91702

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or Public Works Director. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 **Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of West Covina, 1444 West Garvey Avenue South, West Covina, California 91790.

Any insurance maintained by the City of West Covina shall apply in excess of and not combined with insurance provided by this policy.

The City of West Covina, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity

arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials and Performance Bonds - N/A

5.4 Sufficiency of Insurer or Surety - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of

City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 Reports - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records - Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 **Retention of Funds** – N/A

7.4 **Waiver** - No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 **Liquidated Damages** – N/A

7.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services

required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 **Attorneys' Fees** - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
Attention: Public Works Director

To Contractor: Performance Truck Repair Inc.
892 W. Tenth St.
Azusa, CA 91702
Attention: David Killackey, President

9.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Hiring of Undocumented Workers Prohibited** - Contractor shall not hire or employ any person to perform work within the City of West Covina or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 **Legal Responsibilities** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 **Termination for Convenience** - The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be

entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement

10. **Extension of Contract to Other Local Public Agencies** – The prices, terms and conditions of this agreement may be extended to other governmental agencies at the mutual agreement of both the agency and the successful bidder. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful bidder by those agencies participating. The City of West Covina does not warrant any additional use of the contract by such agencies. The bidder's response as requested on the Request for Proposal (RFP) will not way affect the City of West Covina's consideration of this bid. Exception to this must be clearly noted in the RFP.

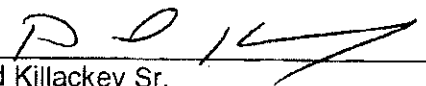
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF WEST COVINA
A municipal corporation


Chris Freeland
City Manager

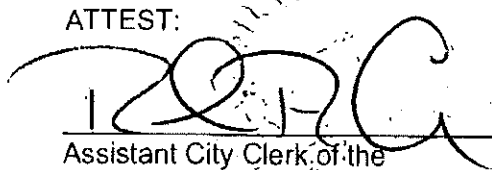
Date: 6-21-16

PERFORMANCE TRUCK REPAIR INC.


David Killackey Sr.
President

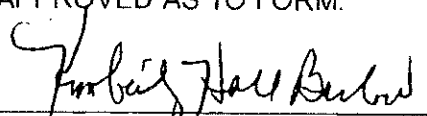
Date: 6-15-2016

ATTEST:


Assistant City Clerk of the
City of West Covina

Date: 7/18/16

APPROVED AS TO FORM:


City Attorney

Date: 6/21/16

APPROVED AS TO INSURANCE:


Risk Management

Date: 7/18/16

EXHIBIT A

SCOPE OF SERVICES **Fire Fleet Maintenance & Services**

1. General Scope

Furnish all labor, equipment, materials and supervision to perform general repair services, preventative maintenance services, emergency repair services and inspection for Fire apparatus.

2. FIRE APPARATUS PREVENTATIVE MAINTENANCE

The City's fire apparatus preventative maintenance shall be defined as routine inspection, servicing, repair and replacement of equipment components on a regular basis so as to facilitate operations with downtime at a minimum. The program shall be in accordance with industry recognized best fleet management practices, and shall comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations. The successful contractor's program shall at a minimum, include the specifications outlined herein, however, are subject to modification upon approval by the Fire Department's representative. The Contractor shall have means to repair, and or replace all parts of the fire apparatus when approved by the Fire Department's representative. All fire apparatus will be picked up and delivered to the appropriate fire station where that apparatus is assigned and a Fire Department representative at which time the work being requested and/or that has been performed will be confirmed and finalized. Additionally, work may be completed at the fire station to reduce apparatus down time.

The following items, and all listed safety inspections on every fire apparatus shall be completed prior to its being returned for service. It is imperative that every vehicle returned for service shall be complete as to repairs and safety checks. All safety issues will be immediately brought to the attention of the Fire Department representative.

A. Frame / Suspension

- | | |
|--------------------------------|---------------------------------|
| 1. Frame rails / cross members | 9. Spindles and Bushings |
| 2. Frame fasteners | 10. Axle Beam/housing |
| 3. Leaf springs / fasteners | 11. Axle shafts |
| 4. Air springs / fasteners | 12. Axle power divider |
| 5. Torque arm | 13. Differential/2-speed shift |
| 6. Shocks | 14. Upper/Lower control arms |
| 7. Ball joints | 15. Wheel seals/lubricant level |
| 8. Kingpins | 16. Tires/lugs/wheels |
-

B. Engine

- | | |
|--------------------------|--------------------------|
| 1. Oil level / condition | 10. Fuel lines/fittings |
| 2. Oil leaks | 11. Fuel/water separator |

3. Engine mounts / hardware
4. Electronic controls / codes
5. Operation (running)
6. Coolant level / condition
7. Radiator
8. Hoses / lines / fittings
9. Fan / clutch / belts

12. Fuel tanks/mounting
13. Air inlet piping/mounting
14. Turbo
15. Blower
16. Charge-air cooler
17. Exhaust manifold
18. Exhaust pipe/muffler

C. Transmission

1. Mounts / hardware
2. Oil condition / level
3. Oil leaks
4. Shifter / linkage
5. Electronic control / codes
6. PTO

Driveline

1. Universal joints/slip yoke
2. Carrier bearings
3. Output and input yokes
4. Fasteners
5. Driveline brake

D. Electrical System

1. Batteries / cables / connectors
2. Starter motor / ignition switch
3. Solenoids / relays / switches
4. Interlock systems
5. Alternator / wiring / belts
6. Rectifiers
7. Isolators
8. Inverter / convertor
9. Voltage warning device
10. Auto load management
11. Auxiliary battery charger
12. Shore power receptacle
13. Radio / intercom
14. Operator alert devices

15. Dash lighting
16. Headlamps
17. Marker/clearance lamps
18. Turn indicators/hazard lamps
19. Brake/back up lamps
20. Ground/step/clearance lamps
21. Flood/spot/scene lights
22. Compartment lighting
23. Air Conditioning System
24. Wipers/washers
25. Emergency warning lights
26. Electronic/mechanical sirens
27. City horn/Air horns
28. Backup alarm

E. Cab and Interior

1. Glass/windows/mirrors
2. Seats/mounting
3. Doors/hinges/latches
4. Cab mounts/structure
5. Equipment mounting

6. Cab lift system
7. Cab lift motor/lines/cylinders
8. Cab lift supports
9. Cab lift pivots/latches
10. Air conditioning repair/service

F. Braking System

1. Park brake/controls
2. Drums/rotors
3. Air compressor
4. Pedal assembly

8. Drain valves
9. Air tanks/mounting
10. Brake air chambers
11. Slack adjustors

5. Brake air valves
6. Hoses/lines/switches
7. Air dryer

12. Cams/wedges
 13. Brake shoes/pads
 14. Calipers
-

G. Body and Compartments

1. Compartment structures
2. Hinges/seals/latches/stops
3. Hazard warning system
4. Steps/platforms/grab rails

5. Tread plate/diamond plate
 6. Equipment mounting devices
 7. Paint/corrosion
-

H. Pumps and Tanks

1. Tank mounting/fasteners
2. Tank condition
3. Pump mounting/fasteners
4. Pump transmission fluid
5. Foam system

6. Pump transmission leaks
 7. Pump piping/valves
 8. Pump water/leaks
 9. Pump control panel
 10. Annual NFPA Pump Test
-

I. Aerial Ladder Service

1. 25, 100, 400-hour service based on manufacturer's recommendation. Inspection, clean and lube cables, slide pad adjustment or replace.
2. Annual Aerial Ladder Testing

3. **FIRE DEPARTMENT FLEET:**

- 2006 Pierce Arrow XT/ Engine 3
Caterpillar C13
Allison
1500 GPM Waterous Single Stage Pump
- 2004 Saulsbury/ Engine 1
Detroit 60 Series DEC
Allison 4000 EVP
1500 GPM Waterous Single Stage Pump
- 2002 Saulsbury/ Engine 2,4 & 5
Detroit 60 Series DDEC
Allison HD4060
1500 GPM Waterous Single Stage Pump
- 2002 Freightliner ISC240/ Light/Air unit
Cummins FL70
Allison MD3060
- 2000 Spartan 100' Tractor Drawn Aerial/ Truck 2
Detroit 60 Series DDEC
Allison HD4060 PR
- 1994 Seagrave/ Reserve

Detroit 8V92
Allison HTB741

- 1990 Seagrave/ Reserve
Detroit 8V92
Allison HTB741
- 2014 North Star Rescue Ambulance/ R-1 & R-4
Dodge 4500 Cummins 6.7L Turbo Diesel
- 2008 North Star Rescue Ambulance/ R-2
Ford F-450 6.4L Diesel Power Stroke
- 2008 Ford Econoline/ Utility Van
4.6 L V8
- 2007 Ford Escape Hybrid/ Prevention 1
2.3 L 4cyl
- 2005 Ford Crown Vic.\ New Chief 1
4.6 L V8
- 2004 Leader Rescue Ambulance/ Reserve
Ford E-350 6.0 Power Stroke
- 2003 Hummer H2
6.0L Vortec
- 2003 Ford Expedition/ RSVP Utility
5.4 L V8
- 2002 Ford Crown Vic./ Fire Marshal
4.6 L V8
- 2002 Ford Stake Bed
F-350 7.3L Diesel Power Stroke
- 2002 Ford Crown Vic.
4.6 L V8
- 2001 Ford Excursion/ Assistant Chief Vehicle
Triton V10
- 2000 Ford Crown Vic.\ Prevention 2
4.6 L V8

4. REPAIRS

Estimates for equipment repair are not to exceed the industry standard. If it is determined that a Fire Department apparatus needs repairs beyond regular maintenance, such as new brakes, tires, major electrical improvements, or other repairs deemed as necessary, the Fire Department representative will be contacted to obtain authorization to proceed before any repairs are performed, as required by California State law.

The Contractor will not perform the repair until receiving approval from the Fire Department representative via phone call or e-mail. Contractor will also advise the Fire Department representative of the estimated downtime before beginning any repairs.

Work shall not be sub-contracted without approval from the City representative. Any subcontractor to be utilized for maintenance or repair work shall meet the Fire Department's required qualifications, repair certificates, licenses, and insurance requirements and provide.

Upon completion of all repairs and/ or inspections (quarterly, annual, pump test, ladder test), an invoice and any inspection (quarterly, annual, pump test, ladder test) documentation completed shall be provided to the Fire Department representative within 10 business days electronically and/or hard copy.

5. WARRANTY

Contractor or Manufacturer shall fully warrant all vehicle/equipment replacement parts furnished under the terms of this contract, against failure and poor workmanship, for a period of not less than **one (1) year** including installation labor from the date of final acceptance by the City of West Covina Fire Department representative. While under warranty, Contractor shall repair or replace failed replacement parts in a timely manner to minimize the equipment downtime, thus minimizing the impact to the City of West Covina Fire Department operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Beyond the warranties identified herein, the contractor shall provide one (1) year written labor repair warranty on all approved repairs with no commercial exceptions.

6. TURN AROUND TIME

In the course of maintenance and repair of City-owned Fire apparatus, any time more than one engine or one ambulance is out of service, the on-duty Assistant Chief shall be notified. The Fire Department strives to maintain five fire engines, three rescue ambulances and one ladder truck in service at any given time. Repairs shall be coordinated with the Fire Department representative to minimize equipment downtime for response.

7. RESPONSIBILITY

The Contractor shall be responsible for any and all loss or damage to the City's Fire apparatus vehicles while they are in the Contractor's possession, commencing at time of pick up and ending with the examination and acceptance by the City's representative at the time the vehicle is dropped off. Liability shall include, but not be limited to loss or damage from fire, theft, handling, loss in transit, overnight storage, etc.

8. EQUIPMENT FACILITIES

The Contractor shall have a shop adequately equipped for satisfactory performance of the services required hereunder. The equipment and facilities may be subject to inspection prior to an award of the Contract. At the option of the City representative, the bidder may be required to submit sufficient evidence that bidder has immediately available, or will have available as needed, sufficient resources to provide the necessary equipment, materials and personnel to perform the services required.

9. Office Location/Emergency Call-Out

Contractor is asked to maintain an office within a 45-mile radius of job site and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than one hour after notification. For example, a break in the irrigation system where the water is flowing uncontrolled.

Should the contractor maintain an office beyond a 45-mile radius of the job site, the following criteria is required:

- a) Contractor shall provide the City with the name, address and telephone number of an employee residing within a 45-mile radius of the job site. This employee will be required to maintain 24-hour phone service with the city. If a telephone answering service is utilized, the employee of the contractor shall be required to respond to the City by radio or pager on a 24-hour basis.
- b) This employee should be of supervisory or foreman capacity with access to the contractor and West Covina work crew on a 24 hour basis.
- c) Should this employee of the contractor move out of the 45-mile radius of the job site, a new employee may be substituted upon prior approval of the City.
- d) Failure to be in compliance with this on-call requirement as part of the contract agreement shall result in termination of contract by the City.

EXHIBIT B

BID SHEET

PROPOSAL FORM

Proposal rate for all items listed in this Request for Proposal to be inclusive with all labor, shop fees, management fees, and environmental fees as described in Section IV Scope of Services of the Standards Specifications, and all other items as listed as listed in the specifications.

Cost proposal for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Tier I- Standard Hourly Rate.....\$ 95

Tier II-Overtime Hourly Rate.....\$ 105

Cost proposal for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Proposer to provide written description of emergency conditions procedures and hours for applications of stated rates.

Tier III- Emergency Call Hourly Rate.....\$ 115

Parts Markup _____ 15 (%) (Indicate publication & price base, i.e. wholesale, dealer cost, list cost. etc.)

The City of West Covina reserves the right to adjust this schedule as necessary.

CITY OF WEST COVINA
FIRE FLEET MAINTENANCE AND SERVICES

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement. In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows: 1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract. 2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees. 3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force. 4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement. 5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina. 6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force. 7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of _____ Performance Truck Repair Inc.

(Name of Contractor/Vendor)

892 W. Tenth St., Azusa Ca 91702

(Address)

I agree to the terms of this Agreement.

Signature  Title _____ President

**CITY OF WEST COVINA
FIRE FLEET MAINTENANCE AND SERVICES**

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Performance Truck Repair Inc.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) **_____**
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) **_____**
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
 Exempt payee code (if any) **_____**
 Exemption from FATCA reporting code (if any) **_____**
 (Applies to accounts not subject to FATCA in the U.S.)

5 Address (number, street, and apt. or suite no.)
892 W. Tenth St.

6 City, state, and ZIP code
Azusa, Ca 91702

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

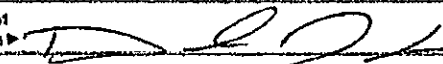
8	0	-	0	8	5	1	8	9	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **05/12/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-D (disconnected debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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

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

PRODUCER

Way Companies
4200 Concourse, Suite #350

Ontario

CA 91764

INSURED

Performance Truck Repair, Inc., DBA: P.A.R.T.S
892 W. 10th St.

Azusa

CA 91702

CONTACT NAME: Laura Aguinaga
PHONE (909) 243-8200
FAX (909) 243-8200
E-MAIL
ADDRESS

INSURER(S) AFFORDING COVERAGE

INSURER A: BMC Insurance Companies

INSURER B: Cypress Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

10855

COVERAGES

CERTIFICATE NUMBER: CL1612714386

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD. SUBR. INSR. INSR.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR CENT. AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. JECT ☐ LOC OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS UMBRELLA LAW ☐ OCCUR EXCESS LAW ☐ CLAIMS-MADE DED. ☐ RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		5X2685H	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOD AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ AGGREGATE \$ ☒ PER STATE ☐ DTH EFF. EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EACH EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
B			BENC04553	10/26/2015	10/26/2016	

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

West Covina Fire Dept. is named as additional insured as respects General Liability only.

30 day cancellation except 10 days for non payment of premium.

CERTIFICATE HOLDER

West Covina Fire Dept.
P.O. Box 1440
West Covina, CA 91790

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Marshon/CJOSET

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ACORD 25 (2014/01)

11/04/12 5/25/11

The ACORD name and logo are registered marks of ACORD

626-334-0003

Performance Truck Repair

Jun 23 16 01:34p

Montebello Fire Department Vehicle Inventory

Unit	Year	Vehicle Make	Type	Assigned	Shop #	Main Pump
E55	2014	KME	Kovatch Type I	Station 55		1500 GPM Hale Single Stage Pump
E57	2012	KME	Predator Type I	Station 57		1500 GPM Hale Single Stage Pump
T55	2003	American La France	TDA	Station 55	71250	
E755	2003	American La France	Pumper	Station 55		1750 GPM Waterous Two Stage Pump
E757	2003	American La France	Pumper	Station 57		1750 GPM Waterous Two Stage Pump
E756	2003	American La France	Pumper	Station 56		1750 GPM Waterous Two Stage Pump
T755	2002	American La France	TDA	Station 55	71251	
OES 285	1999	HME/Westates	Pumper	Station 56	78291	

Montebello Fire Department Vehicle Inventory

[illegible]

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor Pro-Tem and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Approve a Resolution Rejecting all Bids as Received and Authorizing Staff to Reissue the Request for Proposals No. 19-9 for Citywide Landscape Maintenance

DATE: January 23, 2019

RECOMMENDATION

That the City Council approves a resolution rejecting all bids as received and authorize staff to reissue the Request for Proposals No. 19-9 for Citywide Landscape Maintenance to include language satisfying the California Labor Code requirements relating to prevailing wages.

BACKGROUND

The City of Montebello contracts Landscape Maintenance Services for all City Medians, entry signs and several other areas throughout the City to supplement efforts by staff in the Parks and Streets Divisions. On November 5, 2018 the City released Request for Proposals No. 19-9 for Citywide Landscape Maintenance ("the RFP"). On December 10, 2018, the City received four (4) proposals.

ANALYSIS

On December 10, 2018, the City received four (4) proposals in response to the RFP. While reviewing the qualifications and merits of each proposal received, staff needed to clarify and reference the bidders' licenses and registration requirements. The Contract for Landscape Maintenance is classified as a Public Works Project under the California Labor Code, and contractors who wish to be considered for the public works contract must register with the State of California's Department of Industrial Relations as a Public Works Contractor.

As of 2015, the Department of Industrial Relations requires the City to include a notice of the Public Works Contractor/DIR registration requirements within the RFP, and

prohibits the City from entering into a contract with any unregistered contractor. The City's RFP did not include this language.

Because the City may be subject to civil penalties imposed by the DIR and claims by contractors for being misled about the prevailing wage requirements if the required language is not included in the RFP, in an abundance of caution, staff would like to modify the RFP to include language about the Public Works Contractor/DIR registration requirements to be in compliance with State Code and reissue the RFP.

SUMMARY

The City Council will consider approval of a resolution rejecting all bids as received and authorize staff to reissue a Request for Proposals for Citywide Landscape Maintenance.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, AUTHORIZING THE REJECTION OF ALL PROPOSALS/BIDS
RECEIVED FOR REQUEST FOR PROPOSALS FOR CITYWIDE LANDSCAPE
MAINTENANCE (RFP No. 19-9) AND AUTHORIZE STAFF TO REISSUE A
REQUEST FOR PROPOSALS**

WHEREAS, the City of Montebello has advertised and received four proposals/bids for the Citywide Landscape Maintenance, RFP No. 19-9;

WHEREAS, during the RFP process, the City received several questions and requests for clarification for which staff was unable to provide a response within the RFP period given the technical nature of the questions, and this may have impacted the number of responsive proposals the City received;

WHEREAS, the Public Contract Code authorizes the City to reject any or all bids received for public projects, and RFP No. 19-9 incorporated and referenced this authority; and

WHEREAS, the City Council has duly considered all information presented in connection with this matter, and finds and determines that rejecting all bids received in response to RFP No. 19-9 and re-issuing the RFP with clarifying information would be in the City's best interest.

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

SECTION 1. That the City Council rejects all bids received for RFP No. 19-9, and authorizes and directs staff to re-issue the RFP with such additional and clarifying information as necessary.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 23rd DAY OF JANUARY, 2019.

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

**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: Proposed Establishment of a Five (5) Year Pavement Excavation Moratorium Restricting Utility Cuts of Newly Paved Roadways in the Public Right-Of-Way

DATE: January 23, 2019

RECOMMENDATION

That the City Council receive and file a report and direct staff to begin the process for establishing a pavement excavation moratorium restricting utility cuts of newly paved roadways in the public right-of-way in order to preserve roadway improvements.

BACKGROUND/ANALYSIS

The City Council and the Street Ad Hoc Committee have requested that staff explore the option of establishing a pavement excavation moratorium restricting utility cuts of newly paved streets. The Public Works Department has reviewed similar pavement excavation moratoriums at other municipalities and is requesting that the City Council consider using the following language, recently adopted by the City of Huntington Park.

A. STREET RESTRICTION

- No excavation and no cutting shall be permitted in any public right-of-way for five (5) years after completion of surface paving or repaving.
- The Public Works Director or City Engineer has discretion to grant exceptions in certain circumstances:
 1. Emergency that threatens life or serious property damage.
 2. Work that is mandated by a federal, state, or county agency.
 3. No other reasonable means of providing service exists.
 4. Other situation deemed to be in the public interest.

B. TRENCH CUT REPAIR STANDARDS

When trench cuts do take place, the extent of the pavement restoration width will depend on the location of the trench and its placement (horizontal or vertical) in relationship to the parking, bike and travel lanes. A single lane that is impacted will have full pavement restoration for the width of the lane to the edge of the curb. If multiple lanes are impacted, the full width of those lanes to the nearest curb is required. Given the location and the extent of the trench repair, consideration may be given for restoration only to the center of a lane(s).

Impacted bike lanes will be restored in their entirety. The final trench surface will need to match the existing pavement materials. Standard ST 11B is the City's trench standard to be used by all entities paving streets in the public right-of-way.

The moratorium will include overlays, resurfacing, reconstruction and new construction of local, collector or arterial streets completed under the City's Capital Improvement Program (CIP).

Utility cuts can significantly alter and degrade pavement surfaces. It is the City's responsibility to ensure that the public's interest with respect to the integrity, appearance, ride-ability, structural integrity, and useful life of newly paved surfaces are preserved to their full potential or maximum. State law permits municipalities to regulate utilities that operate under the California Public Utilities Commission (PUC) with respect to the use and repair of public streets. Cities have the ability to plan maintenance programs, protect public safety, minimize public inconvenience and ensure adherence to sound construction practices. Multiple utility cuts caused by uncoordinated construction shorten the life of the streets, causing early deterioration and increased taxpayer costs.

When granting exceptions to this proposed regulation, the Public Works Director or City Engineer may impose conditions determined appropriate to ensure the rapid and complete restoration of the street and the surface paving to protect the public's investment.

Emergency repairs in the public right-of-way are usually required where there is some condition that places the public's health and safety at risk, such as in the event of an emergency repair of subsurface facilities, e.g. a gas or water main leak. In those instances, it will be necessary to cut or trench into a newly paved street that has been paved within the past five years.

The establishment of a pavement excavation moratorium will require:

- 30-day notification of all utility companies,
- publishing notice of public hearing in local newspaper and City website,
- conduct a public hearing (estimated date March 13, 2019), and
- approval of an ordinance establishing/amending the Montebello Municipal Code.

FISCAL IMPACT

At this time, the funds necessary to notify utility companies, publish the public hearing notice in the local newspaper and City website, conduct the public hearing and draft the ordinance would be funded by the FY 2018/19 Public Works Maintenance and Operations Budget. No additional impacts are anticipated.

SUMMARY

The City Council will receive and file a report and direct staff to begin the process for establishing a pavement excavation moratorium restricting utility cuts of newly paved roadways in the public right-of-way.

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: Sewer Condition Video Inspection Study
DATE: January 23, 2019

RECOMMENDATION

That the City Council:

- 1) Receive and file a report on the 2018 Sewer Condition Video Inspection Study completed by Infrastructure Engineers;
- 2) Authorize the Acting City Manager to execute, on behalf of the City, a Request for Services with Infrastructure Engineers to update and present at a future meeting a Sewer Rate Study and Sewer System Management Plan; and
- 3) Approve a resolution of appropriation in the amount of \$17,000 to fund the proposed services.

BACKGROUND

In 2015, Infrastructure Engineers completed a Sewer Rate Study and Sewer System Management Plan (jointly referred to as the "Reports"), which included an evaluation of the City's sanitary sewer system and the City's compliance with State regulations concerning sanitary sewer maintenance and operations. The Reports state that the City owns 89.43 miles of sanitary sewers that are generally older than 50 years. The City's sewers collect wastewater discharge locally and transport it to major sewer trunk lines owned and operated by the County Sanitation Districts of the County of Los Angeles (the "CSD"). The CSD trunk lines transport the City's wastewater discharge outside of the City for treatment and disposal.

State of California regulations adopted in 2006, require each sewer system operator, such as the City of Montebello, to annually review the operation of its sewer system as to maintenance, capacity and structural conditions. Additionally, the regulations require that all public sewer system operators implement measures to reduce sanitary sewer overflows. If sanitary sewer overflows are not reduced and are allowed to enter into the storm drain system, the City could be subject to significant fines. To prevent sanitary

sewer overflows, the City needs to implement a comprehensive sanitary sewer program, which includes increased levels of maintenance, annual inspections and capital improvements.

The Reports established the need for annual maintenance, repair and replacement of the existing sewers including those sewers that are structurally or hydrological deficient. The Reports estimated the cost of short-term and long-term repair and replacement work needed for the City's sewers, and recommends that the City adopt a fee to finance the needed improvements and upgrades to the system in order to comply with State regulations and prevent sanitary sewer overflows.

Sections 5470, *et seq.*, of the California Health and Safety Code (the "Code") authorize the City to adopt sewer fees for services and facilities furnished by the City in conjunction with its sanitary sewer system and to have those fees collected on the County of Los Angeles' tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City. As required by Section 5473.1 of the Code, the Reports contain a description of each parcel of real property within the City to which a fee would be applicable (the "Identified Parcels") and a proposed amount of the fee for each Identified Parcel for Fiscal Year 2015-16.

In 2018, the City completed a video inspection of 20% of the City's sewer system as a basis to update the Reports and establish a comprehensive maintenance/capital improvement program that complies with 2006 State of California regulations. Attached is a report from Infrastructure Engineers that summarizes the video inspection study findings. The report indicates that 29% of the sample inspected has a rating of 4 or 5, which means that there are significant issues with the sewer that require either lining or reconstruction.

At this time, staff is requesting authorization to have Infrastructure Engineers update the Reports and present the updates at a future City Council meeting, including a plan to establish and fund a comprehensive sewer system plan for Montebello.

Infrastructure Engineers has the expertise, knowledge and are uniquely familiar with the Reports and the 2018 Sewer Condition Video Inspection Study to provide the required services in an expeditious and comprehensive manner so that a Prop 218 process can be completed in a timely manner and considered for implementation as part of next year's General Fund Budget.

FISCAL IMPACT

The estimated cost to update the Reports is \$17,000. In order to complete this update staff is recommending an appropriation from General Fund Reserves in the amount of \$17,000 and the authorization of the Acting City Manager to execute a Request for Services, under Agreement No. 3066, for Infrastructure Engineers to provide the required services.

SUMMARY

The City Council will consider whether to: 1) receive and file a report on the 2018 Sewer Condition Video Inspection Study completed by Infrastructure Engineers, 2) authorize the Acting City Manager to execute on behalf of the City a Request for Services with Infrastructure Engineers to update and present at a future meeting a Sewer Rate Study and Sewer System Management Plan, and 3) approve a resolution of appropriation to fund the required services in the amount of \$17,000.

ATTACHMENTS

Infrastructure Engineers Sewer Condition Video Inspection Study
Resolution of Appropriation
RFS from Infrastructure Engineers

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR UPDATING THE SEWER
RATE STUDY AND SEWER SYSTEM MANAGEMENT PLAN**

**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 for:

Fiscal Year 2018/2019:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$17,000	100-30-310-6040.10	\$17,000
(Unassigned Fund Balance)		(Public Works – 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 23rd day of January, 2019

Jack Hadjinian, Mayor ProTem

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Laurie Aguilar, Administrative Analyst
SUBJECT: Hilton Garden Inn Financial Analysis
DATE: January 23, 2019

RECOMMENDATION:

That the City Council receive and file the City of Montebello's financial analysis of the Hilton Garden Inn hotel.

BACKGROUND

In an effort to ensure the City is managing its assets efficiently and effectively, City staff has put together a financial analysis (Exhibit A) of the Hilton Garden Inn. This analysis is in response to the City's action plan in addressing one of the risk factors presented in the 2018 final audit report.

The analysis compares the hotel's financial statements with the financial assumptions that are within the bond documents. These financial assumptions are what the City based decisions on when the hotel was first being envisioned.

The analysis provides an in depth look at historical revenue and expense data (not future projections). When actual and budgeted revenues and expenses are compared to the financial assumptions, expenses grew at a faster rate than what the assumptions show.

ANALYSIS

The analysis is intended to be utilized to perform routine reviews and to serve as a tool to City Council and City staff moving forward to compare budgets with actual results. The City has met and presented the hotel operator with the data presented within the financial analysis.

The research and observations gleaned from the charts show that the financial projections prepared in 2003 for the Hilton Garden Inn did not include the costs of Hilton Program Fees, which began in 2005, resulting in an under projecting of expenses by 5%. Also noticeable in the report is the rate of growth in room, marketing, and administrative expenses. The observations show that they grew at a much greater rate

and pace than the revenues. What is not evident from reviewing the information, is that food and beverage revenues are not all reported in the hotel's revenues because most sales are recorded (per the hotel operator) on the Quiet Cannon books. The profitability of this component should be considered when evaluating the hotel's performance (staff will be addressing this in the future). The report only presents observations on historical data. Whether the expenses are reasonable or not is best evaluated by an expert in hotel operations, which is also addressed by the State Auditor.

The hotel operator has provided information which they believe further demonstrates that the City will receive future cash flow from the project beginning in 2019. We agree that the hotel should begin to generate future revenue to the City. Staff will work with the hotel operator to correlate information and clarify any inconsistencies. City staff will incorporate that information into future reports.

The State Auditor has recommended that City staff prepare periodic reports to the City Council and public, disclosing the hotels' performance. The intention of these reports is to help City Council, City staff, and the public see the important correlation of expenses and revenues and their impact to City revenues (profitability and risk). The report that is presented is the first, and only addresses the Hilton Garden Inn. A separate report will be presented for the Home2Suites hotel once the hotel has operated for at least 6 months.

The next step for the City is to prepare similar reports of Home2Suites and Quiet Cannon. For the Quiet Cannon, the City intends to segregate and analyze the different sources of food and beverage revenue and identify how they relate to the hotel.

SUMMARY

The City Council will receive and file the City of Montebello's financial analysis of the Hilton Garden Inn.

ATTACHMENTS

Exhibit A – Hilton Garden Inn Financial Analysis

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Andrew G. Pasmant, Acting City Manager
BY: Arnold M. Alvarez-Glasman, City Attorney
SUBJECT: Approve Professional Services Agreement with Paul Talbot
DATE: January 23, 2019

RECOMMENDATION(S)

That the City Council approve and authorize the Mayor to execute a Professional Services Agreement with Paul Talbot to serve as Acting City Manager on the terms set forth in the attached agreement.

BACKGROUND

In December 2017, the City Council retained Mr. Pasmant as a 960 annuitant to perform the job of Acting City Manager. Mr. Pasmant's allowable time to serve in this capacity is expected to conclude at the end of January 2019. The City Council conducted interviews to consider the appointment of a new Acting City Manager. The City Council have given direction to prepare an agreement with Paul Talbot. This agreement is being presented to the City Council for consideration and approval.

The agreement permits the City to terminate without cause at any time if City Council feels that the relationship is not meeting the community's needs.

ANALYSIS

The terms of the agreement provide that the City agrees to retain Mr. Talbot on an hourly basis commencing on January 24, 2019 and terminating on June 30, 2019. Under PERS rules he cannot exceed 960 hours in any fiscal year.

FISCAL IMPACTS

Since Mr. Talbot is a retired annuitant the City and Mr. Talbot are subject to PERS rules and regulations on his compensation. The law requires that he be compensated at no less than the position and duties he is performing. Since he is performing the duties of

the City Manager the hourly rate for the Acting City Manager would be \$108.17 per hour. This is the same rate as currently being paid to Mr. Pasmant.

SUMMARY

The City Council will consider approval and authorizing the Mayor to execute a Professional Services Agreement with Paul Talbot to continue performing the duties of Acting City Manager for the City of Montebello.

ATTACHMENTS

Draft Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND
PAUL L. TALBOT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between PAUL L. TALBOT (hereinafter referred to as "Talbot") and the CITY OF MONTEBELLO, a municipal corporation organized under the laws of the State of California (hereinafter referred to as "City").

WHEREAS, as a result of the City Manager being on leave, and vacancies in key senior and mid-level department staff positions (finance, human resources, risk management community/economic development and fire) which pose serious risk of disruption of city services there is an immediate need to create stability and for appointment of an Acting City Manager. Talbot will provide the requisite managerial skills and expertise to the City Council, on items such as; the city budget and city finances, provide direction to and manage city departments and assist with recruitment of critical positions; as well as assist with backlog of work cause by the absence of the key senior and mid-level department staff personnel and assist the City with managing its city operations to insure the orderly conduct of City business.

WHEREAS, the City Council desires to retain a qualified professional to provide critical extra help and for a limited duration, to assist with preforming the duties of Acting City Manager. The City desires to retain Talbot who possess prior professional experience and is knowledgeable as a City Manager and can assist the City in performing those duties caused by the staff shortages and to advise and assist the City during the organizational transition.

WHEREAS, the City Council has determined that Talbot possesses the specialized skills that are needed by City for a limited duration and upon the return of the current City Manager or the City hiring a new permanent City Manager, Talbot will cease providing services set forth in this Agreement.

WHEREAS, Talbot, by virtue of having previously been employed as a City Manager, and having over 20 years of professional experience in various municipal capacities, is uniquely qualified and has the requisite specialized skills, training and experience to serve as Acting City Manager for the City.

WHEREAS, Talbot represents that he is a retired annuitant of the California Public Employees' Retirement System ("CalPERS") within the meaning of Government Code § 7522.56 (c) as of the effective date of this Agreement and subject to CalPERS post retirement rules as set forth in Government Code Section 21220, et seq. and other applicable Government Code provisions. Talbot acknowledges that he is restricted to

working no more than a combined 960 hours for the City, a state agency, or other CalPERS contracting agencies (collectively "CalPERS Agencies") during any fiscal year.

WHEREAS, this employment agreement is intended to identify the expectations of the parties only during the period temporary service by Talbot to the City.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term

City agrees to retain Talbot on an hourly basis commencing on January 24, 2019 and terminating on June 30, 2019 and will not exceed 960 hours in any fiscal year. Talbot agrees and does accept retention upon the terms and conditions set forth herein.

Talbot shall serve at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Talbot at any time, with or without a reason or cause.

Nothing in the Section shall or is intended to prevent, limit or otherwise interfere with the right of the City or Talbot to terminate the services provided herein prior to the expiration of this Agreement or any extension thereof.

2. Duties and Obligations of Talbot

At the direction of the City Council, Talbot agrees to serve as the City's Acting City Manager and Acting Executive Director of its various related public entities. Talbot agrees to perform the functions and duties of the position of Acting City Manager consistent with the duties and responsibilities of the City Manager as described by state law, the municipal code of the City of Montebello, the job description of the position of City Manager, and other duties and functions as the City Council may assign including recruitment of management employees.

Talbot agrees to perform such duties to the best of his ability in an efficient and competent manner. In addition, Talbot agrees that he will not engage in any activity that may be competitive with City's business or pose a conflict of interest with that business and that he will not misuse, nor improperly disclose, any confidential or other proprietary information of City.

3. Work Schedule

Talbot shall work an hourly schedule subject to the limitations required under Government Code sections 7522.56 and 21220, et seq. Talbot will work between thirty to forty hours (30-40) per week, not to exceed 960 hours.

4. Compensation

Effective upon the commencement of this Agreement, the City shall pay to Talbot the hourly rate of One Hundred Eight and 17/100 Dollars (\$108.17) per hour. Talbot shall provide the City with a monthly statement of hours including reasonable and necessary expenses as set forth below.

Talbot shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Talbot will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as may be required. The City shall assist in any such reporting obligation to CalPERS.

In the event Talbot determines that additional independent contractor services may be required to complete the requested services of the City, Talbot may recommend to the City the types of services and costs thereof for consideration by the City Council. However, no additional contractors or services shall be provided or performed unless approved in writing by the City Council.

5. Expenses related to Official City Business

Talbot will be entitled to the use of City equipment and supplies, such as computers and cellular phone to provide service to the City. The City also agrees to pay for any reasonable and necessary business related expenses incurred in the performance of his duties, including travel expenses and costs as requested by the City, including but not limited to conferences or training seminars.

Talbot shall have the authority to execute all contracts where the City Manager has been given the authority by code, statute or City Council has authorized execution and further enter into contracts that do not exceed \$20,000 for services needed in the performance of his duties such as but not limited to professional services etc. when in his discretion the services are needed for the orderly conduct of city business. This authority is granted notwithstanding the limitations set forth in City Council Resolution No. 17-40 and shall supersede any restrictions or limitations which require bidding set forth in such Resolution, provided the total expenditure of the contract does not exceed \$20,000.

6. Indemnification

Employer shall defend, save harmless and indemnify Talbot against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

Talbot's duties as Acting City Manager. Talbot agrees to cooperate in any and all litigation matters, which may be filed in the future. Employer shall pay all costs incurred by Talbot in connection therewith, including travel fees and costs. This provision shall survive termination of this Agreement.

7. Independent Contractor

Nothing contained herein shall be construed to establish the relationship between the City and Talbot as an employer-employee relationship (except for purposes of CalPERS' post retirement rules) either contractually or by common-law. Talbot acknowledges and accepts to perform services to the City as an independent contractor with no employee benefits or relationship established.

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

8. Termination of Agreement

The City and Talbot agree that the retention created by this agreement is subject the termination provisions of this Agreement and either City or Talbot may terminate the relationship for any reason, with or without cause, with ten (10) days prior written notice.

Talbot shall only be entitled to the amounts then due and owing him through the last day actually worked. Talbot shall not be entitled to any severance or any other benefits under the Agreement.

If the current City Manager position becomes vacant, Talbot acknowledges and agree that he will not be appointed in an Interim City Manager capacity until after a new agreement is provided or amended upon by and between the City and Talbot and an active recruitment is implemented as required by Government Code Section 21221(h).

9. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

In the event that the California Public Employees Retirement Systems (PERS) requests a change to the terms of the Agreement in order to maintain Talbot as a qualified retired annuitant, the City agrees to negotiate and make any reasonable changes to this Agreement as required by PERS.

10. Entire Agreement

This Agreement contains all of the covenants and agreements between the City and Talbot with respect to Talbot's employment by City. City and Talbot acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, Which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

11. Laws Governing Agreement

This Agreement shall be governed by and construed in accordance With the laws of the State of California. Venue shall be in Los Angeles County, California.

12. Notices

Any notice to be given hereunder by either the City or Talbot shall be in writing and be transmitted by personal delivery, or certified mail, with return receipt requested. Mailed notices shall he addressed to the following respective addresses:

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
Attn. Mayor and Members of the City Council

Paul L. Talbot

Alhambra, CA 91803

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date imprinted on the return receipt

13. Legal Action

In the event either party commences an action, either by arbitration or judicial proceedings, against the other arising out of or in connection with the enforcement of the terms of this employment agreement, the prevailing party shall be entitled to have and recover from the losing party, in addition to any award at law or equity, reasonable attorney's fees, court costs, and costs of suit or arbitration, including costs of appeal, if any, in such amount as the court or arbitrator may award.

[END OF TEXT OF AGREEMENT. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the City of Montebello (City) has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Paul L. Talbot (Talbot) has signed and executed this Agreement, both in duplicate, this _____ day of January 2019.

"City"

"Talbot"

Jack Hadjinian, Mayor Pro Tem

Paul L. Talbot

Attest:

Approved as to Form:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council
FROM: Andrew G. Pasmant, Acting City Manager
BY: Laurie Aguilar, Administrative Analyst
SUBJECT: Director Employment Contracts
DATE: January 23, 2019

RECOMMENDATION

It is recommended that the City Council approve employment contracts for the following positions: (1) Director of Finance; (2) Director of Human Resources & Risk Management; and (3) Director of Planning & Community Development.

BACKGROUND

On November 28, 2018, City Council voted to unfreeze the three Director positions in an effort to address City staff turnover in these key positions. These high level positions are currently filled through temporary appointments. Consistent leadership in key positions is needed in order for the City to continue to operate effectively and efficiently. For this reason, City Council should consider approving the contracts.

FISCAL IMPACTS

The current monthly salary ranges for the three positions (Director of Finance, Director of Human Resources & Management, and Director of Planning & Community Development) is \$9,937 - \$12,083 per position (\$119,244 - \$144,996 annually, excluding benefits), as adopted in Resolution 18-52.

SUMMARY

The City Council will consider approving the positions of: (1) Director of Finance; (2) Director of Human Resources & Management; and (3) Director of Planning & Community Development.

ATTACHMENTS

Draft Employment Contract
Resolution 18-52

EMPLOYMENT AGREEMENT FOR SERVICES BETWEEN THE

CITY OF MONTEBELLO AND

BOB FRANCO

For the Position of Director of Human Resources and Risk Management

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO Director of Human Resources and Risk Management ("Agreement") is entered into on this ___th day of _____, by and between Manuel Mancha (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City").

WHEREAS, the City Desires to hire and retain Employee as its Director of Human Resources and Risk Management, and

WHEREAS, the City of Montebello ("City") desires to hire Employee to serve as its Director of Human Resources and Risk Management and City Employee's services in exchange for adequate consideration from City; and

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein, and

WHEREAS, the Employee hereby agrees to serve as Director of Human Resources and Risk Management consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs Bob Franco to serve as City's Director of Human Resources and Risk Management, effective _____, 2019, subject to and accordance with the duties, responsibilities, procedures and authority of that office as set forth in the Montebello Municipal Code. In addition, Employee shall have the title "Director of Human Resources and Risk Management" and shall be subject to and shall comply with all personnel rules, regulation, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulation, policies and procedures, this Agreement shall control.

Employee shall report to, be supervised by and receive direction from the City Manager. The Employee shall cooperate with and carry out direction provided by the City Manager in a manner consistent with expected, professional conduct of a Director of Human Resources and Risk Management of similar jurisdictions, and shall not conduct himself in any manner which brings discredit to the City.

Section 2. Term.

A. The Term of this Agreement shall be from the date of the execution by the parties to the Agreement and shall continue for a period of three (3) years (TERM) or until terminated by either party

in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Director of Human Resources and Risk Management. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee and, except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time with or without cause, at the sole discretion of the City Manager, as provided in and consistent with the Municipal Code and/or other applicable personnel rules, regulation, policies and procedures of the City.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with a monthly base salary of \$11,010.00 payable in installments at the same time and in the same manner as other employees of the City are paid. This salary of \$11,010.00 is not the top step of salary range which top step is \$12,083.00. The Employee shall also be entitled to earn salary increases within his salary range based upon merit and approval of the City Manager. Annually, on or about the effective date of this Agreement, throughout the term hereof, the City Manager shall conduct a performance evaluation of the Employee to review Employee's performance and provide any salary adjustment (increase or reduction) based upon the review performed by the City Manager.

Section 4. Insurance.

Employer shall pay the full cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees.

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to Executive management employees or Department Directors of the City, including but not limited to retirement, administrative leave, deferred compensation and annual leave.

Section 6. Expenses.

A. The Employer agree to budget and to pay the professional dues and subscription on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City, as approved in advance by the City Manager.

B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager and consistent with the City's travel rules and policies.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform duties under this Agreement, the Employer agrees to pay Employee for an additional three (3) month's salary (ninety (90) days) as defined in Section 3 or as adjusted in accordance therewith.

Section 8. Termination with Cause

Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee for good cause. For purposes of this Agreement the term "good cause" is defined as follows:

1. Any felony conviction under California law.
2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
3. Material breach of duties as determined by the City Manager in his/her sole determination.
4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
6. Unauthorized absences.

If City Manager determines that there is cause to warrant termination of this Agreement, he/she shall give Employee written notices of the cause(s). The City Manager shall not make its final decision until Employee has the opportunity to meet with the City Manager to give reasons why the Agreement should not be terminated. Employee may be represented at his expense by a representative of his choice at said meeting. The City Manager shall make the final decision regarding termination of the Agreement, and shall provide the decision to Employee in writing. The City Manager's written decision shall be final and shall not be subject to further administrative review.

In the event Employee is terminated for cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section 7 which are available to Employee.

Section 9. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar period after a City Council election without the payment of additional severance allowance. The additional time will offer new City Council members an opportunity to work with and observe the Employee prior to the City

Manager taking any action. If the City does terminate the Employee within the ninety (90) calendar days after a City Council election, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by section 7 of this Agreement.

Section 10. Other Terms and Conditions of Employment.

A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

B. Fringe benefits and working conditions applicable generally to Executive management employees or Department Directors of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein,

Section 11. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

B. This Agreement shall be binding upon, and inure, where applicable, to the benefit of the heirs at law and executor of the Employee.

C. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Dated: _____

Bob Franco, Employee

Dated: _____

Andrew G. Pasmant, Acting City Manager

ATTEST:

By: _____

IRMA BARAJAS
City Clerk

APPROVED AS TO FORM:

By: _____
ARNOLD ALVAREZ-GLASMAN
City Attorney

EMPLOYMENT AGREEMENT FOR SERVICES BETWEEN THE

CITY OF MONTEBELLO AND

MANUEL MANCHA

For the Position of Director of Planning and Community Development

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO Director of Planning and Community Development ("Agreement") is entered into on this __th day of _____, by and between Manuel Mancha (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City").

WHEREAS, the City Desires to hire and retain Employee as its Director of Planning and Community Development, and

WHEREAS, the City of Montebello ("City") desires to hire Employee to serve as its Director of Community Development and City Employee's services in exchange for adequate consideration from City; and

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein, and

WHEREAS, the Employee hereby agrees to serve as Director of Planning and Community Development consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs Manuel Mancha to serve as City's Director of Planning and Community Development, effective _____, 2019, subject to and accordance with the duties, responsibilities, procedures and authority of that office as set forth in the Montebello Municipal Code. In addition, Employee shall have the title "Director of Planning and Community Development" and shall be subject to and shall comply with all personnel rules, regulation, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulation, policies and procedures, this Agreement shall control.

Employee shall report to, be supervised by and receive direction from the City Manager. The Employee shall cooperate with and carry out direction provided by the City Manager in a manner consistent with expected, professional conduct of a Director of Planning and Community Development of similar jurisdictions, and shall not conduct himself in any manner which brings discredit to the City.

Section 2. Term.

A. The Term of this Agreement shall be from the date of the execution by the parties to the Agreement and shall continue for a period of three (3) years (TERM) or until terminated by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee shall be a full-time Director of Planning and Community Development. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee and, except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time with or without cause, at the sole discretion of the City Manager, as provided in and consistent with the Municipal Code and/or other applicable personnel rules, regulation, policies and procedures of the City.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with a monthly base salary of \$12,083.00 payable in installments at the same time and in the same manner as other employees of the City are paid. This salary represents the top step of salary range. Annually, on or about the effective date of this Agreement, throughout the term hereof, the City Manager shall conduct a performance evaluation of the Employee to review Employee's performance and provide any salary adjustment (increase or reduction) based upon the review performed by the City Manager.

Section 4. Insurance.

Employer shall pay the full cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees.

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to Executive management employees or Department Directors of the City, including but not limited to retirement, administrative leave, deferred compensation and annual leave.

Section 6. Expenses.

A. The Employer agree to budget and to pay the professional dues and subscription on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local associations and organizations necessary and desirable for the

Employee's continued professional participation, growth and advancement, or for the good of the City, as approved in advance by the City Manager.

B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager and consistent with the City's travel rules and policies.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform duties under this Agreement, the Employer agrees to pay Employee for an additional three (3) month's salary (ninety (90) days) as defined in Section 3 or as adjusted in accordance therewith.

Section 8. Termination with Cause

Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee for good cause. For purposes of this Agreement the term "good cause" is defined as follows:

1. Any felony conviction under California law.
2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
3. Material breach of duties as determined by the City Manager in his/her sole determination.
4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
6. Unauthorized absences.

If City Manager determines that there is cause to warrant termination of this Agreement, he/she shall give Employee written notices of the cause(s). The City Manager shall not make its final decision until Employee has the opportunity to meet with the City Manager to give reasons why the Agreement should not be terminated. Employee may be represented at his expense by a representative of his choice at said meeting. The City Manager shall make the final decision regarding termination of the Agreement, and shall provide the decision to Employee in writing. The City Manager's written decision shall be final and shall not be subject to further administrative review.

In the event Employee is terminated for cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section 7 which are available to Employee.

Section 9. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar period after a City Council election without the payment of additional severance allowance. The additional time will offer new City Council members an opportunity to work with and observe the Employee prior to the City Manager taking any action. If the City does terminate the Employee within the ninety (90) calendar days after a City Council election, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by section 7 of this Agreement.

Section 10. Other Terms and Conditions of Employment.

A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

B. Fringe benefits and working conditions applicable generally to Executive management employees or Department Directors of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein,

Section 11. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

B. This Agreement shall be binding upon, and inure, where applicable, to the benefit of the heirs at law and executor of the Employee.

C. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Dated: _____

Manny Mancha, Employee

Dated: _____

Andrew G. Pasmant, Acting City Manager

ATTEST:

By: _____

IRMA BARAJAS
City Clerk

APPROVED AS TO FORM:

By: _____

ARNOLD ALVAREZ-GLASMAN
City Attorney

EMPLOYMENT AGREEMENT FOR SERVICES BETWEEN THE

CITY OF MONTEBELLO AND

ROBERT MESCHER

For the Position of Director of Finance

This EMPLOYMENT AGREEMENT FOR SERVICES AS THE CITY OF MONTEBELLO Director of Finance ("Agreement") is entered into on this ___th day of _____, by and between Robert Mescher (hereinafter referred to as "Employee") and the CITY OF MONTEBELLO (hereinafter referred to as "City").

WHEREAS, the City Desires to hire and retain Employee as its Director of Finance, and

WHEREAS, the City of Montebello ("City") desires to hire Employee to serve as its Director of Finance and City Employee's services in exchange for adequate consideration from City; and

WHEREAS, it is the desire of the City to provide certain benefits and establish certain terms and conditions of employment, as set forth herein, and

WHEREAS, the Employee hereby agrees to serve as Director of Finance consistent with the terms of employment as set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Duties.

The City hereby employs Robert Mescher to serve as City's Director of Finance, effective _____, 2019, subject to and accordance with the duties, responsibilities, procedures and authority of that office as set forth in the Montebello Municipal Code. In addition, Employee shall have the title "Director of Finance" and shall be subject to and shall comply with all personnel rules, regulation, policies and procedures of the City, except as expressly set forth herein. In the event of any conflict between the City's personnel rules, regulation, policies and procedures, this Agreement shall control.

Employee shall report to, be supervised by and receive direction from the City Manager. The Employee shall cooperate with and carry out direction provided by the City Manager in a manner consistent with expected, professional conduct of a Director of Finance of similar jurisdictions, and shall not conduct himself in any manner which brings discredit to the City.

Section 2. Term.

A. The Term of this Agreement shall be from the date of the execution by the parties to the Agreement and shall continue for a period of three (3) years (TERM) or until terminated by either party in accordance with the provisions set forth herein. During the term of this Agreement, the Employee

shall be a full-time Director of Finance. Employee agrees, acknowledges and accepts that he serves under the terms of this Agreement as an "at-will" employee and, except as otherwise provided herein, Employee shall not be entitled to any additional severance, damages or monetary compensation for the termination of his employment with the City as an "at-will" employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of the Employee, at any time with or without cause, at the sole discretion of the City Manager, as provided in and consistent with the Municipal Code and/or other applicable personnel rules, regulation, policies and procedures of the City.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City. The Employee shall give thirty (30) days written notice to the Employer prior to the effective date of resignation.

Section 3. Salary.

The Employer agrees to pay the Employee for services rendered, as provided herein, beginning with a monthly base salary of \$11,666.00 payable in installments at the same time and in the same manner as other employees of the City are paid. This salary of \$11,666.00 is not the top step of salary range which top step is \$12,083.00. The Employee shall also be entitled to earn salary increases within his salary range based upon merit and approval of the City Manager. Annually, on or about the effective date of this Agreement, throughout the term hereof, the City Manager shall conduct a performance evaluation of the Employee to review Employee's performance and provide any salary adjustment (increase or reduction) based upon the review performed by the City Manager.

Section 4. Insurance.

Employer shall pay the full cost of any health, dental, vision and life insurance plans selected by Employee, for the Employee and his family from those plans made available to all City employees.

Section 5. Other Benefits.

Employee shall be eligible for and receive all other benefits made available by Employer generally to Executive management employees or Department Directors of the City, including but not limited to retirement, administrative leave, deferred compensation and annual leave. City shall cooperate with Employee to secure the Employee's qualification as a CalPERS classic employee.

Section 6. Expenses.

A. The Employer agree to budget and to pay the professional dues and subscription on behalf of the Employee which are reasonably necessary for the Employee's continuation and full participation in two (2) national, regional, state, or local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, or for the good of the City, as approved in advance by the City Manager.

B. The Employer agrees to budget and to pay the travel and subsistence expenses of the Employee for official travel, meetings, and occasions related to such activities as listed above and as approved in advance by the City Manager and consistent with the City's travel rules and policies.

Section 7. Termination and Severance Pay.

In the event the Employee is terminated during the term of this Agreement and during such time as the Employee is willing and able to perform duties under this Agreement, the Employer agrees to pay Employee for an additional three (3) month's salary (ninety (90) days) as defined in Section 3 or as adjusted in accordance therewith.

Section 8. Termination with Cause

Notwithstanding the above, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee for good cause. For purposes of this Agreement the term "good cause" is defined as follows:

1. Any felony conviction under California law.
2. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
3. Material breach of duties as determined by the City Manager in his/her sole determination.
4. Engaging in conduct tending to bring embarrassment or disrepute to the City.
5. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
6. Unauthorized absences.

If City Manager determines that there is cause to warrant termination of this Agreement, he/she shall give Employee written notices of the cause(s). The City Manager shall not make its final decision until Employee has the opportunity to meet with the City Manager to give reasons why the Agreement should not be terminated. Employee may be represented at his expense by a representative of his choice at said meeting. The City Manager shall make the final decision regarding termination of the Agreement, and shall provide the decision to Employee in writing. The City Manager's written decision shall be final and shall not be subject to further administrative review.

In the event Employee is terminated for cause as provided herein, City shall have no obligation to pay the severance benefits designated in Section 7 which are available to Employee.

Section 9. Election Protection.

The City agrees to not terminate the Employee during any ninety (90) calendar period after a City Council election without the payment of additional severance allowance. The additional time will offer new City Council members an opportunity to work with and observe the Employee prior to the City

Manager taking any action. If the City does terminate the Employee within the ninety (90) calendar days after a City Council election, the Employee shall be entitled to a severance pay of ninety (90) calendar days in addition to the severance pay allowed by section 7 of this Agreement.

Section 10. Other Terms and Conditions of Employment.

A. The City, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such other terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or resolution of the City, or any other applicable law.

B. Fringe benefits and working conditions applicable generally to Executive management employees or Department Directors of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such fringe benefits and working conditions are contained with this Agreement or are inconsistent with the terms contained herein,

Section 11. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties as to the subject matter hereof.

B. This Agreement shall be binding upon, and inure, where applicable, to the benefit of the heirs at law and executor of the Employee.

C. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may be amended only in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Dated: _____

Robert Mescher, Employee

Dated: _____

Andrew G. Pasmant, Acting City Manager

ATTEST:

By: _____

IRMA BARAJAS

City Clerk

APPROVED AS TO FORM:

By: _____
ARNOLD ALVAREZ-GLASMAN
City Attorney

CITY OF MONTEBELLO

January 23, 2019

TO: Honorable Mayor and City Council
FROM: Robert Mescher, Finance Administrator
SUBJECT: Monthly Investment Reports-December 2018

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of December 31, 2018. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

ITEM #28

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.90	365	135	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.73	365	137	2.159	2.189
Local Agency Investment Funds	22,252,932.63	22,252,932.63	22,252,932.63	79.67	1	1	2.286	2.320
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	16.71	1	1	2.257	2.288
Investments	27,932,634.39	27,932,634.39	27,932,634.39	100.00%	14	6	2.277	2.308

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	39,220.34	269,635.73
Average Daily Balance	20,384,247.29	24,844,635.33
Effective Rate of Return	2.27%	2.15%

Reporting period 12/01/2018-12/31/2018

Run Date: 01/10/2019 - 07:11

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	135	05/16/2019
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.000	135	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	116	04/27/2019
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	205	07/25/2019
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	91	04/02/2019
		Subtotal and Average	762,964.90		762,964.90	762,964.90	762,964.90			2.189	137	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			22,252,932.63	22,252,932.63	22,252,932.63	2.320		2.320	1	
		Subtotal and Average	14,704,545.53		22,252,932.63	22,252,932.63	22,252,932.63			2.320	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	2.288		2.288	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.288	1	
		Total and Average	20,384,247.29		27,932,634.39	27,932,634.39	27,932,634.39			2.308	6	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2018 through December 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	250,000.00					250,000.00
Certificates of Deposit - CU								
		Subtotal	762,964.90					762,964.90
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		2.320		9,000,000.00	0.00	
		Subtotal	13,252,932.63			9,000,000.00	0.00	22,252,932.63
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.288		8,520.64	8,520.64	
		Subtotal	4,666,736.86			8,520.64	8,520.64	4,666,736.86
		Total	18,932,634.39			9,008,520.64	8,520.64	27,932,634.39

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
December 2017 through December 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
August	2018	7	26,904,377.01	1.997	2.025	2.020	0	0	15	11
September	2018	7	24,404,377.01	2.051	2.079	2.090	0	0	16	10
October	2018	7	20,332,634.39	2.137	2.166	2.170	0	0	19	11
November	2018	7	18,932,634.39	2.213	2.243	2.260	0	0	20	10
December	2018	7	27,932,634.39	2.277	2.308	2.320	0	0	14	6
Average		7	27,243,200.72	1.801%	1.826%	1.841	0	0	15	8

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
December 2017 through December 2018

Page 1

Security Type	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	Average by Period
Certificates of Deposit - Bank	1.3	1.0	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.0	1.2	1.3	0.9	1.0%
Certificates of Deposit - CU	3.9	2.9	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.1	3.8	4.0	2.7	2.9%
Local Agency Investment Funds	71.1	78.3	80.5	78.8	82.2	84.1	84.1	81.6	78.9	76.7	72.1	70.0	79.7	78.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	23.8	17.9	16.0	17.5	14.7	13.1	13.1	15.2	17.4	19.1	23.0	24.7	16.7	17.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2018

Page 1

	December 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,861.47	11,275.02
Plus Accrued Interest at End of Period	-582.64	-582.70
Less Accrued Interest at Beginning of Period	(-564.01)	(-65.06)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,842.84	10,757.38
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,842.84	10,757.38
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	8,520.64	300,644.29
Plus Accrued Interest at End of Period	89,707.75	89,707.75
Less Accrued Interest at Beginning of Period	(60,850.89)	(131,473.69)
Interest Earned during Period	37,377.50	258,878.35
Total Interest Earned during Period	39,220.34	269,635.73
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	39,220.34	269,635.73

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

January 02, 2019

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMA Average Monthly Yields

Account Number:

Tran Type Definitions

December 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/27/2018	12/27/2018	RD			9,000,000.00

Account Summary

Total Deposit:	9,000,000.00	Beginning Balance:	13,252,932.63
Total Withdrawal:	0.00	Ending Balance:	22,252,932.63

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2018

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value
Local Agency Investment Funds						
SYS100	100	STATE OF CALIFORNIA			4,257,246.18	4,257,246.18
		Subtotal and Average	4,257,246.18		4,257,246.18	4,257,246.18
		Total and Average	4,257,246.18		4,257,246.18	4,257,246.18

Run Date: 01/09/2019 - 15:24

Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
4,257,246.18	2.320		2.320	1	
4,257,246.18			2.320	1	
4,257,246.18			2.320	1	

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Oct-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$24,404,377.01	
10/4/18	(\$1,300,000.00)	LAIF Withdrawal; Payroll
10/15/18	(\$2,900,000.00)	LAIF Withdrawal; Payroll-Bond Payment
10/15/18	\$128,257.38	LAIF Investment Interest
Ending Balance:	<u>\$20,332,634.39</u>	(\$4,071,742.62) Monthly Difference

	Nov-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$20,332,634.39	
11/5/18	(\$1,400,000.00)	LAIF Withdrawal; Payroll
Ending Balance:	<u>\$18,932,634.39</u>	(\$1,400,000.00) Monthly Difference

	Dec-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$18,932,634.39	
12/27/18	\$9,000,000.00	LAIF Deposit; Property Tax/Sales Tax
Ending Balance:	<u>\$27,932,634.39</u>	\$9,000,000.00 Monthly Difference

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
December-18

		11/30/18	12/27/18						BALANCE		
GENERAL FUND											
LOCAL AGENCY INVESTMENT FUNDS											
STATE OF CALIFORNIA		13,252,932.63	9,000,000.00						22,252,932.63	79.67%	MAX %
	SUBTOTAL	13,252,932.63	9,000,000.00	0.00	0.00	0.00	0.00	0.00	22,252,932.63	79.67%	\$30M
FEDERAL AGENCY ISSUES											
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
FAI		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)											
CD		0.00							0.00	0.00%	
F&A FCU (4/27/18-4/27/19) @ 2.10%		263,964.90							263,964.90	0.95%	
East West Bank (5/15/18-5/16/19) @ 2.00%		250,000.00							250,000.00	0.90%	
CD		0.00							0.00	0.00%	
United Federal Credit Union (7/25/18-7/25/19) @ 2.45%		250,000.00							250,000.00	0.90%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%		249,000.00							249,000.00	0.89%	
	SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00	0.00	0.00	1,012,964.90	3.63%	None
CREDIT UNION SAVINGS ACCOUNTS											
F&A FCU Savings (opened 4/28/14)		5.38							5.38	0.00%	
Savings		0.00							0.00	0.00%	
	SUBTOTAL	5.38	0.00	0.00	0.00	0.00	0.00	0.00	5.38	0.00%	None
TREASURY SECURITIES											
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
T-Bill		0.00							0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS											
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)		4,666,731.48							4,666,731.48	16.71%	
MMF		0.00							0.00	0.00%	
	SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00	0.00	0.00	4,666,731.48	16.71%	25.00%
TOTAL GENERAL INVESTMENTS		18,932,634.39	9,000,000.00	0.00	0.00	0.00	0.00	0.00	27,932,634.39	100.00%	

*11/1/17 - Plaza Bank officially became part of Pacific Premier Bank

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Oct-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$24,404,377.01	
10/4/18	(\$1,300,000.00)	LAIF Withdrawal; Payroll
10/15/18	(\$2,900,000.00)	LAIF Withdrawal; Payroll-Bond Payment
10/15/18	\$128,257.38	LAIF Investment Interest
Ending Balance:	<u>\$20,332,634.39</u>	(\$4,071,742.62) Monthly Difference

	Nov-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$20,332,634.39	
11/5/18	(\$1,400,000.00)	LAIF Withdrawal; Payroll
Ending Balance:	<u>\$18,932,634.39</u>	(\$1,400,000.00) Monthly Difference

	Dec-18 Monthly	Majority Sources of Revenue
Beginning Balance:	\$18,932,634.39	
12/27/18	\$9,000,000.00	LAIF Deposit; Property Tax/Sales Tax
Ending Balance:	<u>\$27,932,634.39</u>	\$9,000,000.00 Monthly Difference

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	4,257,246.18	4,257,246.18	4,257,246.18	100.00	1	1	2.288	2.320
Investments	4,257,246.18	4,257,246.18	4,257,246.18	100.00%	1	1	2.288	2.320

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		8,185.58	56,968.31
Average Daily Balance		4,257,246.18	5,126,306.58
Effective Rate of Return		2.26%	2.20%

Reporting period 12/01/2018-12/31/2018

Run Date: 01/09/2019 - 15:24

Portfolio SA
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			4,257,246.18	4,257,246.18	4,257,246.18	2.320		2.320	1	
		Subtotal and Average	4,257,246.18		4,257,246.18	4,257,246.18	4,257,246.18			2.320	1	
		Total and Average	4,257,246.18		4,257,246.18	4,257,246.18	4,257,246.18			2.320	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2018 through December 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	4,257,246.18					4,257,246.18
		Total	4,257,246.18			0.00	0.00	4,257,246.18

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
December 2017 through December 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
September	2018	1	4,223,624.95	2.061	2.090	2.090	0	0	1	1
October	2018	1	4,257,246.18	2.140	2.170	2.170	0	0	1	1
November	2018	1	4,257,246.18	2.229	2.260	2.260	0	0	1	1
December	2018	1	4,257,246.18	2.288	2.320	2.320	0	0	1	1
Average		1	4,385,994.39	1.816%	1.841%	1.841	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
December 2017 through December 2018

Page 1

Security Type	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2018

Page 1

	December 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	53,165.88
Plus Accrued Interest at End of Period	23,393.49	23,393.49
Less Accrued Interest at Beginning of Period	(15,207.91)	(19,591.06)
Interest Earned during Period	8,185.58	56,968.31
Total Interest Earned during Period	8,185.58	56,968.31
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	8,185.58	56,968.31

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmla-laif/laif.asp
January 02, 2019

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

PMLA Average Monthly Yields

Account Number:

Tran Type Definitions

December 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	4,257,246.18
Total Withdrawal:	0.00	Ending Balance:	4,257,246.18

Successor Agencies of the City of Montebello
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
December-18

Successor Agencies of the City of Montebello		11/30/18						BALANCE	
LOCAL AGENCY INVESTMENT FUNDS									
STATE OF CALIFORNIA									
	SUBTOTAL	4,257,246.18					4,257,246.18	100.00%	\$30M
		4,257,246.18	0.00	0.00	0.00	0.00	0.00	4,257,246.18	100.00%
FEDERAL AGENCY ISSUES									
FAI		0.00					0.00	0.00%	
FAI		0.00					0.00	0.00%	
FAI		0.00					0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)									
CD		0.00					0.00	0.00%	
CD		0.00					0.00	0.00%	
CD		0.00					0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
SAVINGS ACCOUNTS									
Savings		0.00					0.00	0.00%	
Savings		0.00					0.00	0.00%	
Savings		0.00					0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	NONE
TREASURY SECURITIES									
T-Bill		0.00					0.00	0.00%	
T-Bill		0.00					0.00	0.00%	
T-Bill		0.00					0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	80.00%
MONEY MARKET FUND									
MMF		0.00					0.00	0.00%	
	SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25.00%
TOTAL CRA INVESTMENTS		4,257,246.18	0.00	0.00	0.00	0.00	0.00	4,257,246.18	100.00%

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Oct-18 Monthly		
Beginning Balance	<u>\$4,223,624.95</u>		
10/15/18	\$33,621.23	LAIF Investment Interest	
Ending Balance:	<u>\$4,257,246.18</u>	\$33,621.23	Monthly Difference
	Nov-18 Monthly		
Beginning Balance	<u>\$4,257,246.18</u>		
Ending Balance:	<u>\$4,257,246.18</u>	\$0.00	Monthly Difference
	Dec-18 Monthly		
Beginning Balance	<u>\$4,257,246.18</u>		
Ending Balance:	<u>\$4,257,246.18</u>	\$0.00	Monthly Difference

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DECEMBER 31, 2018**

BANK OF THE WEST

	Account Number	Account Name	12/31/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,402,854.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$359,695.82	S	Checking Account
3	XXXX-71041	City of Montebello	\$428,757.25	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$14,106.86	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$39,425.54	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$8,356,819.27	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$96,395.38	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,316,237.80	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$922,602.91	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$418,488.55	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$13,355,384.20</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/18	Type	Purpose
1	XX-XX-551	General	\$22,252,932.63	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$4,257,246.18	S	Invest Idle Cash
			<u>\$26,510,178.81</u>		

EAST WEST BANK

	Account Number	Account Name	12/31/18	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	12/31/18	Type	Purpose
1	XXXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	\$263,964.90	G	Investment
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	12/31/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	12/31/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	12/31/18	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	12/31/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.10	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,430.27	M	401 a(h) employee benefit
			<u>\$13,443.37</u>		

Total General Cash/Investments	\$36,854,031.83	G	General
Total SA Cash/Investments	\$6,019,796.82	S	Successor Agencies
Total T&A Cash/Investments	\$2,671,436.12	T	Trust & Agency
Total Trustee Cash	\$13,443.37	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$45,558,708.14</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: January 23, 2019
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. Y. Cebrero v. City of Montebello

Claimant alleges to have been following a white City truck in Montebello when a meter fell out of the truck and claimant drove over it. The oil pan was punctured and the oil emptied out of the engine, causing the engine to stop operating. Claimant does not know what type of meter it is (water, gas, parking, etc.). Claimant did not see any identification on the side of the truck to determine who owned the vehicle. Claimant does not know if there is identification on the meter, request authority to reject the claim due to lack of identity of the meter and vehicle as belonging to the City. Additionally, the photo of the meter provided by the claimant appears to be for a parking meter, and the City does not have any parking meters.

Amount claimed: \$3,000.00

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. 1461, consisting of seven pages, and
including**

Warrant No. 581461 through 581638;

Warrant No. 1420 through 1422

Warrant No. 1016

**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 23rd DAY OF JANUARY, 2019.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk

ITEM #30



City of Montebello
Register of Demands No. 1461
From Payment Date: 1/3/19 - To Payment Date: 1/16/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
581461	01/07/2019	\$2,919.58	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
581462	01/07/2019	\$668.09	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
581463	01/07/2019	\$650.40	CONTRACT SERVICES	40850	MARIA E. CASAS
581464	01/07/2019	\$699.42	CONTRACT SERVICES	36870	CINTAS CORPORATION
581465	01/07/2019	\$10.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
581466	01/07/2019	\$104,087.16	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
581467	01/07/2019	\$2,804.52	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
581468	01/07/2019	\$108.57	TRAVEL & MEETINGS	446	MARC VALENTINE
581469	01/07/2019	\$8,790.89	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
581470	01/09/2019	\$208.00	REFUND	2236	ANA RIVAS
581471	01/09/2019	\$554.42	UTILITY SERVICES	38380	AT&T
581472	01/09/2019	\$339.37	UTILITY SERVICES	39550	AT&T
581473	01/09/2019	\$561.60	CONTRACT SERVICES	40850	MARIA E. CASAS
581474	01/09/2019	\$83.00	REFUND	2062	IRMA MENJIVAR
581475	01/09/2019	\$9,356.12	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
581476	01/09/2019	\$5,950.19	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
581477	01/09/2019	\$42,698.17	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
581478	01/09/2019	\$2,656.09	UTILITY SERVICES	526	T-MOBILE USA, INC.
581479	01/09/2019	\$9,000.00	MAIL/ POSTAL EXPENSE	68120	USPS-HASLER
581480	01/09/2019	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
581481	01/09/2019	\$456.27	UTILITY SERVICES	23610	VERIZON WIRELESS
581482	01/09/2019	\$2,018.12	UTILITY SERVICES	23610	VERIZON WIRELESS
581483	01/10/2019	\$285.35	UTILITY SERVICES	39550	AT&T
581484	01/10/2019	\$54.02	UTILITY SERVICES	39550	AT&T
581485	01/15/2019	\$3,759.82	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
581486	01/15/2019	\$1,119.75	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM

581487	01/16/2019	\$1,366.56	UTILITY SERVICES	2257	AIRESPRING INC.
581488	01/16/2019	\$420.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
581489	01/16/2019	\$1,451.51	SUPPLIES	614	ARROW INTERNATIONAL, INC.
581490	01/16/2019	\$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
581491	01/16/2019	\$74.96	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
581492	01/16/2019	\$7,473.38	CONTRACT SERVICES	1529	NICHOLAS G ATHANS/ATHANS ICE HOUSE
581493	01/16/2019	\$5,031.78	CREDIT CARD CHARGES (SEE ATTACHED)	13240	BANKCARD CENTER
581494	01/16/2019	\$6,678.02	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
581495	01/16/2019	\$20.97	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581496	01/16/2019	\$20.97	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581497	01/16/2019	\$7.39	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581498	01/16/2019	\$28.89	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581499	01/16/2019	\$45.78	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
581500	01/16/2019	\$1,188.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
581501	01/16/2019	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
581502	01/16/2019	\$1,971.74	MACHINERY & EQUIPMENTS	2240	GLOBAL IT COMMUNICATIONS, INC.
581503	01/16/2019	\$2,878.34	SUPPLIES	26670	LIFE-ASSIST, INC.
581504	01/16/2019	\$250.76	SUPPLIES	12180	M'S FLOWERS
581505	01/16/2019	\$705.18	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
581506	01/16/2019	\$25,107.19	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
581507	01/16/2019	\$6,570.00	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS
581508	01/16/2019	\$30.26	UTILITY SERVICES	100	PICO WATER DISTRICT
581509	01/16/2019	\$31.97	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
581510	01/16/2019	\$383.49	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
581511	01/16/2019	\$47,692.25	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
581512	01/16/2019	\$51,595.74	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
581513	01/16/2019	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
581514	01/16/2019	\$406.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
581515	01/16/2019	\$74,506.68	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
581516	01/16/2019	\$615.34	CONTRACT SERVICES	33250	DG ENGERY SERVICES, INC.
581517	01/16/2019	\$125.63	UTILITY SERVICES	23610	VERIZON WIRELESS
581518	01/16/2019	\$5,428.25	FRINGE BENEFITS	58990	VISION SERVICE PLAN

581519	01/16/2019	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
581520	01/16/2019	\$227.65	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
581521	01/16/2019	\$550.79	FUEL	2186	ACEGAS LLC
581522	01/16/2019	\$555.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
581523	01/16/2019	\$4,130.00	CONTRACT SERVICES	17680	ALVARADOSMITH
581524	01/16/2019	\$4,157.40	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
581525	01/16/2019	\$3,974.25	CONTRACT SERVICES	1953	JOSE ANTONIO AGUIRRE
581526	01/16/2019	\$4,007.25	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
581527	01/16/2019	\$84,396.77	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
581528	01/16/2019	\$364.96	SUPPLIES	37900	AMERICAN SOCCER COMPANY, INC.
581529	01/16/2019	\$14,335.13	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
581530	01/16/2019	\$327.84	SUPPLIES	74990	AUTOZONE, INC
581531	01/16/2019	\$11,912.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
581532	01/16/2019	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
581533	01/16/2019	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
581534	01/16/2019	\$373.45	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
581535	01/16/2019	\$3,016.00	CONTRACT SERVICES	239	BEST BEST & KRIEGER, LLP
581536	01/16/2019	\$38.21	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
581537	01/16/2019	\$22,369.33	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES
581538	01/16/2019	\$1,856.95	CONTRACT SERVICES	1922	BORDERLAN, INC.
581539	01/16/2019	\$130.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
581540	01/16/2019	\$211.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
581541	01/16/2019	\$250.00	REFUND	2294	VALERIA CAMPOS
581542	01/16/2019	\$160,297.75	IMPROVEMENTS OTHER THAN BUILDING	2239	CEM CONSTRUCTION CORP
581543	01/16/2019	\$250.00	REFUND	1140	VERONICA CHAVEZ
581544	01/16/2019	\$262.78	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
581545	01/16/2019	\$42.18	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
581546	01/16/2019	\$300.00	CONTRACT SERVICES	42100	PAUL G. BOYCE/COMMUTER SERVICES
581547	01/16/2019	\$720.00	INCURRED CLAIMS	1643	COMPANY NURSE
581548	01/16/2019	\$1,650.07	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
581549	01/16/2019	\$749.40	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES, INC.
581550	01/16/2019	\$2,893.47	MACHINERY & EQUIPMENTS	652	DATA MANAGEMENT, INC.

581551	01/16/2019	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
581552	01/16/2019	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
581553	01/16/2019	\$359.80	GENERAL	76360	DIVISION OF THE STATE ARCHITECT
581554	01/16/2019	\$840.00	CONTRACT SERVICES	2075	HAROLD J. EDISON/EDISON LIGITATION TECH
581555	01/16/2019	\$2,300.00	CONTRACT SERVICES	41130	MIHM INC.
581556	01/16/2019	\$25.00	REFUND	2297	MELLISA ESPIRITU
581557	01/16/2019	\$30.00	CONTRACT SERVICES	23660	DAIOHS USA/FIRST CHOICE SERVICES
581558	01/16/2019	\$265.69	SUPPLIES	38020	FLEET PRIDE, INC.
581559	01/16/2019	\$250.00	REFUND	2290	ARACELY GARCIA
581560	01/16/2019	\$80.00	REFUND	1879	DANIELLE GARCIA
581561	01/16/2019	\$115.00	REFUND	2300	DIANA GARCIA
581562	01/16/2019	\$2,477.15	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
581563	01/16/2019	\$1,518.52	SUPPLIES	9470	GRAINGER, INC.
581564	01/16/2019	\$137.05	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
581565	01/16/2019	\$1,359.20	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
581566	01/16/2019	\$4,059.85	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT. INC.
581567	01/16/2019	\$387.26	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
581568	01/16/2019	\$519.32	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
581569	01/16/2019	\$2,450.43	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
581570	01/16/2019	\$200.00	TRAINING	35540	BRAD KELLER
581571*	01/16/2019	\$262.50	CONTRACT SERVICES	2281	NORTH AMERICAN YOUTH ACTIVITIES(KIDZ LOVE SOCCER)
581572	01/16/2019	\$25.00	REFUND	2298	SARA LAM
581573	01/16/2019	\$319.24	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
581574	01/16/2019	\$613.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
581575	01/16/2019	\$798.00	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
581576	01/16/2019	\$60.00	REFUND	2291	CARESSE LIMA
581577	01/16/2019	\$23,216.97	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
581578	01/16/2019	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
581579	01/16/2019	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
581580	01/16/2019	\$3,000.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
581581	01/16/2019	\$20,568.92	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
581582	01/16/2019	\$2,618.00	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP

581583	01/16/2019	\$5,130.60	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
581584	01/16/2019	\$19,216.84	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
581585	01/16/2019	\$2,839.36	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
581586	01/16/2019	\$10,035.13	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
581587	01/16/2019	\$653.97	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
581588	01/16/2019	\$250.00	REFUND	2301	EVELYN NUNEZ
581589	01/16/2019	\$819.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
581590	01/16/2019	\$1,692.24	SUPPLIES	15620	OFFICE DEPOT
581591	01/16/2019	\$1,162.68	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES, INC.
581592	01/16/2019	\$1,916.45	VEHICLE MAINTENANCE/EXPENSES	2224	JAMES F. MCGEENEY/PAT'S TIRE SERVICE
581593	01/16/2019	\$511.48	REIMBURSEMENT	42490	LINDA PAYAN
581594	01/16/2019	\$1,086.24	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
581595	01/16/2019	\$1,050.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES, INC.
581596	01/16/2019	\$207.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
581597	01/16/2019	\$30.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
581598	01/16/2019	\$13,333.93	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
581599	01/16/2019	\$2,014.00	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
581600	01/16/2019	\$1,425.00	PERMITS AND FEES	935	SESAC, INC.
581601	01/16/2019	\$616.00	CONTRACT SERVICES	36350	SHRED-IT USA
581602	01/16/2019	\$1,733.67	REIMBURSEMENT	9340	GEORGE S. SIMONIAN
581603	01/16/2019	\$2,420.71	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
581604	01/16/2019	\$109.50	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
581605	01/16/2019	\$3,014.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
581606	01/16/2019	\$953.16	CONTRACT SERVICES	46790	THYSSEN KRUPP ELEVATOR CORP
581607	01/16/2019	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
581608	01/16/2019	\$345.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT.COM
581609	01/16/2019	\$242.66	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
581610	01/16/2019	\$250.00	REFUND	59340	CHRISTINA R. TREJO
581611	01/16/2019	\$480.43	REIMBURSEMENT	27300	ROBERT C. TUFANO
581612	01/16/2019	\$29,527.82	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
581613	01/16/2019	\$2,911.03	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
581614	01/16/2019	\$18,301.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP

581615	01/16/2019	\$2,850.85	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
581616	01/16/2019	\$10,800.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
581617	01/16/2019	\$142.53	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
581618	01/16/2019	\$18,563.21	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
581619	01/16/2019	\$2,229.42	SUPPLIES	67320	WINZER CORPORATION
581620	01/16/2019	\$536.55	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING, INC.
581621	01/16/2019	\$5,295.83	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
581622	01/16/2019	\$600.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
581623	01/16/2019	\$150.00	TRAINING	49660	RUBEN ZABALA
581624	01/16/2019	\$3,381.75	SUPPLIES	26850	ZUMAR INDUSTRIES, INC.
581625	01/16/2019	\$9,762.42	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
581626	01/16/2019	\$732.17	MACHINERY & EQUIPMENTS	41790	ADLERHORST INTERNATIONAL, LLC
581627	01/16/2019	\$145.78	SUPPLIES	7350	ATLANTIC LOCK & SAFE CO.
581628*	01/16/2019	\$492.33	CONTRACT SERVICES	1393	BOARDTRONICS, INC.
581629	01/16/2019	\$466.16	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
581630*	01/16/2019	\$645.52	VEHICLE MAINTENANCE/EXPENSES	2244	STAN BONHAM COMPANY, INC./RMT EQUIPMENT
581631	01/16/2019	\$37,806.33	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
581632	01/16/2019	\$2,450.43	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
581633	01/16/2019	\$3,500.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
581634	01/16/2019	\$821.89	SUPPLIES	15620	OFFICE DEPOT
581635	01/16/2019	\$4,050.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
581636	01/16/2019	\$6,560.49	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
581637	01/16/2019	\$240.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
581638	01/16/2019	\$2,418.57	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
Subtotal		\$1,083,290.69			
6093 - Successor Agency					
1420	01/16/2019	\$1,300.36	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1421	01/16/2019	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
1422	01/16/2019	\$27,150.00	CONTRACT SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
Subtotal		\$30,500.36			

0770 - Housing Account

1016	01/16/2019	\$1,699.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
Subtotal		\$1,699.00			
Total		<u>\$1,115,490.05</u>			

* 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.

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #581493 - JANUARY 23, 2019

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
12/20/18	\$ 286.08	HOTEL - CONFERENCE	HILTON HOTELS	ADMINISTRATION
12/20/18	\$ 286.08	HOTEL - CONFERENCE	HILTON HOTELS	ADMINISTRATION
12/26/18	\$ 500.00	CONFERENCE REGISTRATION	ICA	ADMINISTRATION
12/26/18	\$ 500.00	CONFERENCE REGISTRATION	ICA	ADMINISTRATION
12/19/18	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
12/19/18	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
12/28/18	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
12/28/18	\$ 38.95	PRE-EMPLOYMENT	EQUIFAX-TALX	HUMAN RESOURCES
11/29/18	\$ 295.00	TRAINING	PAYPAL MEDIA CLASS	POLICE
12/3/18	\$ 105.76	ORAL INTERVIEW PANEL	LUCILLE'S SMOKEHOUSE	POLICE
12/5/18	\$ 100.94	TRAINING	RIVERSIDE SHERIFF'S DEPT BEN CLARK	POLICE
12/6/18	\$ 112.00	PRINTING	LYNN CARD COMPANY	POLICE
12/6/18	\$ 35.00	TRAINING	CA CLETS USERS	POLICE
12/11/18	\$ 150.00	MEMBERSHIP DUES	IACP	POLICE
12/14/18	\$ 749.79	HOTEL - TRAINING	DOUBLETREE GUEST SUITES DANA POINT	POLICE
12/15/18	\$ 385.10	HOTEL - TRAINING	RESIDENCE INNS SAN DIEGO	POLICE
12/21/18	\$ 318.52	TRAINING	ADVANCED FIELD EVIDENCE TE	POLICE
12/21/18	\$ 324.69	TRAINING	FIELD TRAINING PROGRAM S A	POLICE
12/21/18	\$ 119.40	PRINTING SUBSCRIPTION	CANVA FOR WORK YEARLY	POLICE
11/28/18	\$ 407.46	HOTEL - TRAINING	EXPEDIA	TRANSIT
12/14/18	\$ 32.00	NAME PLATE	PLAQUE MAKER	TRANSIT
12/18/18	\$ 124.96	OFFICE SUPPLIES	OFFICE DEPOT	TRANSIT
12/5/18	\$ 43.20	INK TONER	AMAZON	RECREATION
TOTAL	\$ 5,031.78			