

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, OCTOBER 10, 2018

5:00 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR PRO TEM

ART BARAJAS
COUNCILMEMBER

WILLIAM M. MOLINARI
COUNCILMEMBER

VIVIAN ROMERO
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
ASHOD MOORADIAN

CITY STAFF

ACTING CITY MANAGER
Andrew G. Pasmant

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
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 III203+)*

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

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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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 – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One Matter
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco
6. **PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

REGULAR SESSION

7. **INVOCATION**

PLEDGE OF ALLEGIANCE

8. **PRESENTATION**

- **LOS ANGELES COUNTY SUPERVISOR HILDA SOLIS'S REPRESENTATIVE WILL BE IN ATTENDANCE TO RECOGNIZE A CONSTITUENT AND PRESENT A SCROLL TO YOLANDA ROMERO**

9. **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.

- 10. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**
- 11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**
- 12. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER**
- 13. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of 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.

CONSENT MATTERS

- 14. APPROVE PLANS AND SPECIFICATIONS FOR C.P. # 864 MONTEBELLO BOULEVARD BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT ATBSB1L-5247(026) AND FIND THE PROJECT EXEMPT FROM FURTHER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CALIFORNIA PUBLIC RESOURCES CODE SECTION 21083.3 AND CEQA GUIDELINES SECTION 15183 AS THE PROJECT IS FULLY COVERED BY THE MONTEBELLO HILLS SPECIFIC PLAN EIR**

COMMENT: The City Council will consider finding the project exempt from further California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 as the project is fully covered by the Montebello Hills Specific Plan EIR; approve the Project Plans and Specifications as prepared by Infrastructure Engineers and authorize the Public Works Department to advertise for bids and designate October 31, 2018 at 11:20 a.m., as the bid opening date and time.

There is no impact on the City’s General Fund.

RECOMMENDATION: That the City Council consider the following: (1) Find the project exempt from further California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 as the project is fully covered by the Montebello Hills Specific Plan EIR; (2) Approve the Project Plans and Specifications as prepared by Infrastructure Engineers; and (3) Authorize the Public Works Department to advertise for bids and designate October 31, 2018 at 11:20 a.m., as the bid opening date and time.

- 15. RESOLUTION OF APPROPRIATION FOR BICKNELL PARK BOOSTER PUMP STATION PROJECT (RECYCLED WATER FOR THE MONTEBELLO GOLF COURSE)**

COMMENT: The City Council will consider approval of a resolution of appropriation in the amount of \$238,233.00 in additional funds to complete the Bicknell Park Booster Pump Station Project (Recycled Water for the Montebello Golf Course).

General Funds Reserves will be reduced by \$238,233.00. The Golf Course will be required to pay the General Fund the proposed additional project allocation from Golf Course revenues

and projected savings from the purchase of lower cost water for irrigation purposes (or recycled water).

RECOMMENDATION: That the City Council approve a resolution of appropriation in the amount of \$238,233.00 for additional funds needed to complete the Bicknell Park Booster Pump Station Project (Recycled Water for the Montebello Golf Course).

16. APPROVAL TO AWARD BIDS FOR POLICE VEHICLE EQUIPMENT OUTFITTING AND DECALS AND REQUEST TO CARRYOVER PREVIOUSLY APPROVED FUNDS FROM THE GENERAL FUND RESERVE

COMMENT: City Council will consider approval to carry funds over from the previous fiscal year to the current fiscal year in order to continue the Police Vehicle equipment outfitting and placing Decals on the vehicles. The approved budget for this project was \$563,169.00 to which \$422,862.01 has been expended, leaving a difference of \$140,306.99. The estimated remaining balance to complete this project is \$162,724.25.

The budget appropriation request is necessary to move forward with outfitting the vehicles with equipment and decals as detailed in the March 14th Agenda.

The Montebello Police Department is also required to obtain City Council approval to use Asset Forfeiture Funds in the amount of \$25,000 to complete the jail van.

The request for funds would impact the General Fund Reserve in the amount of \$140,306.99 and the Asset Forfeiture account in the amount of \$25,000.00.

RECOMMENDATION: It is recommended that the City Council: (1) Approve the Police Vehicle equipment outfitting to Black and White Emergency Vehicles; (2) Approve the Police Vehicle Decal Installation to Decals by Design; (3) Approve the carryover of previously approved funds (\$140,306.99) from the General Fund Reserve to outfit the police vehicles with emergency equipment and decals; (4) Approve the use of \$25,000.00 from the Asset Forfeiture Account for the specific outfitting of the Prisoner Transport Van; and (5) Approve the Budget Appropriation Resolution.

17. REQUESTED LETTER OF SUPPORT TO OBTAIN FINANCING FOR A RADIATION THERAPY PROJECT IN THE CITY OF MONTEBELLO

COMMENT: The letter of support would help Beverly Hospital secure financing from the Public Finance Authority to construct a state of the art Radiation Therapy Facility in the City. The Public Finance Authority, a governmental unit of the State of California (the "Authority") proposes to issue approximately \$81,470,000.00 of its governmental purpose revenue bonds (the "Bonds") to finance the purchase, equipping, ownership, and certain related costs by the Authority of a radiation therapy cancer treatment center, which will include proton therapy (the Project), to be located on 111 W. Beverly Boulevard, Montebello, California 90640. The Project will be developed and managed by the above mentioned Beverly Oncology and will serve the therapeutic needs of cancer patients in the City of Montebello and the surrounding communities of the greater Los Angeles/Orange County metropolitan area.

RECOMMENDATION: That the City Council prepares and provides a general letter of support to the applicant, Beverly Oncology & Imaging Center, Medical Group, Inc., of a proposed radiation therapy center project within the City, which will serve to assist the applicant in obtaining State financing for the proposed project.

18. SECOND READING: ORDINANCE ADDING CHAPTER 17.77 - "PARKLAND DEDICATION/QUIMBY FEE REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT REQUIRING A TENTATIVE MAP OR PARCEL MAP" - TO THE MONTEBELLO MUNICIPAL CODE AND PROVIDE DIRECTION FOR A FEE AMOUNT FOR A RESOLUTION TO BE HEARD AT A FUTURE PUBLIC HEARING OR APPROVE THE ATTACHED RESOLUTION ESTABLISHING THE FEE AT \$2,500 DOLLARS

COMMENT: The City Council will consider the Second Reading of the Ordinance adding Chapter 17.77 - "Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map" - to the Montebello Municipal Code.□

RECOMMENDATION: Staff recommends that the City Council conduct a Second Reading of the Ordinance adding Chapter 17.77 - "Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map" - to the Montebello Municipal Code and approve the attached resolution establishing the fee at \$2,500 dollars or provide direction for a specific fee amount to be heard by Resolution at a future public hearing.

19. SECOND READING: ORDINANCE TO PROHIBIT FEEDING OF WILD FOWL, PIGEONS, DUCKS, SQUIRRELS, FERAL CATS, WILD DOGS AND UNLICENSED ANIMALS WHICH ARE NOT PERSONAL PETS IN THE CITY

COMMENT: The City Council will consider the Second Reading of an Ordinance to prohibit feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets in the city.

RECOMMENDATION: Staff recommends that the City Council conduct a Second Reading of the Ordinance to prohibit feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets in the city.

20. PURCHASE FOR THE MOTOROLA MULTIPROTOCOL LABEL SWITCH (MPLS) UPGRADE AND BUDGET APPROPRIATE RESOLUTION

COMMENT: That the City Council approve a current fiscal year budget appropriation for the Multiprotocol Label Switch (MPLS) Upgrade, with Motorola Solutions, in the amount of \$139,285.52, to meet the expanded needs of the radio system infrastructure of the City of Montebello.

This purchase was not budgeted, and would require a budget appropriation from General Fund Reserves. The appropriation would be \$139,285.52 in the current fiscal year (FY 2018/2019).

RECOMMENDATION: That the City Council approve a budget appropriation for the Multiprotocol Label Switch (MPLS) Upgrade, with Motorola Solutions, to meet the radio communications needs of the City of Montebello.

21. MAXIMO CONFIGURATION AND CUSTOMIZATION - REQUEST FOR PROPOSAL NO.18-30

COMMENT: The City Council will consider awarding a contract to AQUITAS Solutions for consulting services related to MAXIMO Configuration and Customization for the Montebello Bus Lines and will consider authorizing the Acting City Manager to execute the contract for the City's Transportation Department.

Approved funding for this item will have no adverse impact on the General Fund.

RECOMMENDATION: That the City Council award a contract to AQUITAS Solutions for consulting services related to MAXIMO Configuration and Customization for the Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

22. APPROVAL OF BUS PURCHASE FROM CREATIVE BUS SALES FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM

COMMENT: The City of Montebello is an eligible fund recipient for Low Carbon Transit Operations Program (LCTOP) funds allocated by the California Department of Transportation, Division of Rail and Mass Transportation. The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018, and City Council previously approved such funding to be allocated to fund the Montebello Bus Lines' Route 70 New Cutaway Bus.

\$165,737.72 of LCTOP funds will be used from the Transportation Department's FY 2017-18 operating budget for the Montebello Bus Lines' Route 70 New Cutaway Bus. There is no impact on the General Funds.

RECOMMENDATION: That the City Council: (1) Waive competitive bidding procedures relating to use of allocated California Low Carbon Transit Operations Program funding for Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express, as authorized by the Montebello Municipal Code and State law, by finding that such use is in the best interest and convenience of the City; and 2) Approve/award the purchase of Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express from Creative Bus Sales in the amount of \$165,737.72.

23. AWARD VEHICLE BODY REPAIR AND PAINTING CONTRACT, REQUEST FOR QUOTES NO. Q-18-81

COMMENT: The City Council will consider awarding a Contract Agreement to Montebello Autocraft, Inc. for Request for Quotes (RFQ) No. Q-18-81 for Vehicle Repair and Painting Services for designated City departments and will consider authorizing the Acting City Manager to execute the Contract Agreement on behalf of the City.

The contract shall be a firm-fixed price contract for an initial one-year term, with options to renew for four additional one-year terms.

As part of the approved Fiscal Year 2018/2019 City Budget, funds for Vehicle Repair and Painting services have been appropriated in the Maintenance and Operations Budgets of the following departments: Public Works, Police, Fire, Parks & Community Services, and Transportation.

RECOMMENDATION: It is recommended that City Council: (1) Award a contract to Montebello Autocraft, Inc., and (2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 10, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated October 10, 2018.

25. APPROVAL OF MINUTES: REGULAR MEETINGS OF JUNE 27, JULY 11, AND JULY 25, 2018.

RECOMMENDED ACTION: Move to approve and file said minutes.

26. PUBLIC ORALS - IF NEEDED

COUNCIL ORALS

27. COUNCILMEMBER BARAJAS

None.

28. COUNCILMEMBER ROMERO

- a. Updates on the walkthrough of Taylor Ranch and the Lincoln Avenue San Gabriel Mission Site.
- b. Update on Caltrans rehabilitation projects
- c. Discussion on Cannabis/Marijuana Processes, Analysis and Concerns
- d. Political Signs on Public Property and Code Enforcement rules
- e. Public Dedications of Plaques

29. COUNCILMEMBER MOLINARI

- a. Status of review of marijuana applications for businesses and facilities, and recommendations

30. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

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: Approve Plans and Specifications for C.P. # 864 Montebello Boulevard Bicycle and Pedestrian Improvement Project ATBSB1L-5247(026) and find the project exempt from further California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 as the project is fully covered by the Montebello Hills Specific Plan EIR

DATE: October 10, 2018

RECOMMENDATION

That the City Council consider the following:

- 1) Find the project exempt from further California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 as the project is fully covered by the Montebello Hills Specific Plan EIR;
- 2) Approve the Project Plans and Specifications as prepared by Infrastructure Engineers; and
- 3) Authorize the Public Works Department to advertise for bids and designate October 31, 2018 at 11:20 a.m., as the bid opening date and time.

BACKGROUND

As part of FY 2017/18 and FY 2018/19 Capital Improvement Budgets, a total local match of \$1,568,000 has been allocated (\$987,698.00 of Prop C Funds, \$393,817 of RMRA Funds, \$181,368 Gas Tax Funds and \$5,117.00 of TDA Funds) for street, traffic and landscaping improvements including engineering, inspection, and construction services for C.P. # 864 Montebello Boulevard Bicycle and Pedestrian Improvement Project ATBSB1L-5247(026). The City has also been awarded an ATP Grant in the amount of \$4,187,000 for this project, for a total project budget of \$5,755,000.

The Project will consist of pavement rehabilitation, street widening, bicycle and pedestrian improvements, drainage, landscape and irrigation, traffic signal modifications and traffic channelization improvements. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The total amount allocated to this project for construction and administrative costs is \$5,755,000.

The Notice Inviting Bids has been prepared and will be published in The Wave Newspaper on October 11, 2018 and October 18, 2018. The notice and the plans and specifications will be posted on Planet Bids.

FISCAL IMPACTS

As part of FY 2017/18 and FY 2018/19 Capital Improvement Budgets, a total local match of \$1,568,000 has been allocated (\$987,698.00 of Prop C Funds, \$393,817 of RMRA Funds, \$181,368 Gas Tax Funds and \$5,117.00 of TDA Funds) for street, traffic and landscaping improvements including engineering, inspection, and construction services for C.P. # 864 Montebello Boulevard Bicycle and Pedestrian Improvement Project ATBSB1L-5247(026). The City has also been awarded an ATP Grant in the amount of \$4,187,000 for this project, for a total project budget of \$5,755,000. There is no impact on the City's General Fund.

SUMMARY

The City Council will consider finding the project exempt from further California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 as the project is fully covered by the Montebello Hills Specific Plan EIR; approve the Project Plans and Specifications as prepared by Infrastructure Engineers and authorize the Public Works Department to advertise for bids and designate October 31, 2018 at 11:20 a.m., as the bid opening date and time.

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: Resolution of Appropriation for Bicknell Park Booster Pump Station Project (Recycled Water for the Montebello Golf Course)

DATE: October 10, 2018

RECOMMENDATION

That the City Council approve a resolution of appropriation in the amount of \$238,233.00 for additional funds needed to complete the Bicknell Park Booster Pump Station Project (Recycled Water for the Montebello Golf Course).

BACKGROUND

On January 28, 2015, the City of Montebello ("City") and Central Basin Municipal Water District ("Central Basin") entered into Agreement No. 3037 for Supplying Recycled Water to the Montebello Golf Course. The Agreement included a loan to the City in the amount of \$615,000 from Central Basin to design, prepare plans and specifications, construct a pump station and other related improvements necessary to connect the Golf Course fairways to Central Basin's recycled water system on Garfield Avenue, and for the City to purchase recycled water from Central Basin. The City agreed to pay the loan with a 2% interest rate.

In May 2017, HDR Engineering completed the design, drawings, plans and specifications for the project. On June 14, 2017, the City approved a resolution rejecting all bids received and authorized staff to re-bid the project for Bicknell Park Booster Pump Station, CP 855, Bid No. 18-1.

On July 31, 2017, three (3) bids were received as part of the re-bidding process. Cora Constructors, Inc. submitted the lowest responsive bid for a total amount of \$659,000.00. The scope of work includes construction of approximately 60 feet of above ground 8-inch ductile iron pipeline, 100 feet of buried, 12-inch ductile iron pipeline, 60 feet of buried, 10-inch PVC C900 pipeline, 70 feet of buried, 5-inch PVC Schedule 80 conduit, 380 feet of buried 1-1/2 inch PVC Schedule 80 conduit, and one packaged booster pump station, including installation of pipe, valves, fittings, instruments, connections to existing recycled water main, surface restoration, civil and street improvements, and traffic control as listed in the bid schedule. Also included are blow-off pipeline appurtenances, connections to existing recycled water facilities, backup potable water supply with swivel assembly, environmental mitigation measures,

protection of existing facilities, disinfection and hydrostatic testing, and all appurtenant work as needed for a complete system.

On October 30, 2017, the Metropolitan Water District of Southern California informed staff that Montebello would be receiving a grant under their On-Site Retrofit Program in the amount of \$279,883.00 to assist in the construction of the project. These funds are available on a reimbursement basis and would assist in the payment of the loan with Central Basin if an agreement can be reached in which Central Basin funds the entire project.

Staffs from Central Basin and the City had initial discussions about Central Basin providing the additional funds necessary to fully fund the project. The new project estimate is \$853,233.00, as follows:

\$ 73,843.00	Design and Plans & Specifications
\$ 54,490.00	Construction Management & Inspection
\$659,000.00	Construction Contract Cost
<u>\$ 65,900.00</u>	<u>10% Contingency</u>
\$853,233.00	Total

On November 8, 2017, the City Council approved the award of a construction contract to Cora Constructors, Inc., in the amount of \$659,000.00 for Bicknell Park Booster Pump Station Project. Cora Constructors has nearly completed the proposed improvements and it is anticipated that work will be completed by the end of October 2018.

On June 27, 2018, the City Council approved the proposed First Amendment to the existing Loan Agreement with Central Basin (Agreement No. 3037) which made the following material changes:

- 1) Amend the loan amount from \$615,000 to \$853,233;
- 2) The City shall repay the loan in equal monthly payments of \$10,896.63, in accordance with the Loan Schedule. Payments shall be applied first to the interest. The monthly payment shall be in addition to the recycled water rate charged for water usage;
- 3) The loan (including principal and interest) shall be repaid in full seven (7) years; and
- 4) The City shall complete construction of the recycled water booster pump station within three (3) years.

On August 27, 2018, the Central Basin Board voted to deny their staff recommendation to approve the proposed First Amendment, requiring the City of Montebello to fund the difference between the existing loan amount and the estimated cost to complete the project, as shown below:

\$ 615,000.00	Existing Loan Agreement with Central Basin
<u>\$ 238,233.00</u>	<u>Additional funding required</u>
\$ 853,233.00	Total

ANALYSIS

As the project is nearly complete and the Central Basin Board has chosen not to provide the additional funds required to complete the project, the City needs to allocate additional funds to meet its obligation to the contractor. Staff is recommending approval of the attached resolution of appropriation allocating an additional \$238,233.00 from General Funds Reserves for this purpose. The Golf Course Fund shall reimburse the General Fund for the additional funds as revenues for the Golf Course improve, since the proposed improvements will reduce the Golf Course water expenditures, as recycled water will be purchased at a reduced cost or discount when compared to potable water.

FISCAL IMPACT

General Funds Reserves will be reduced by \$238,233.00. The Golf Course will be required to pay the General Fund the proposed additional project allocation from Golf Course revenues and projected savings from the purchase of lower cost water for irrigation purposes (or recycled water).

SUMMARY

The City Council will consider approval of a resolution of appropriation in the amount of \$238,233.00 in additional funds to complete the Bicknell Park Booster Pump Station Project (Recycled Water for the Montebello Golf Course).

ATTACHMENTS

Agreement No. 3037 – Central Basin
Resolution of Appropriation

**CITY OF MONTEBELLO
AGREEMENT NO. 3037**



AGREEMENT 2015-26
BETWEEN
THE CITY OF MONTEBELLO
AND
CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR
SUPPLYING RECYCLED WATER TO THE MONTEBELLO GOLF COURSE

THIS AGREEMENT ("Agreement") is effective as of this **28th** day of **Jan** 2015 ("Effective Date"), by and between the City of Montebello ("Montebello") and Central Basin Municipal Water District (the "District") to facilitate the use of recycled water at Montebello Golf Course for irrigation purposes.

RECITALS

WHEREAS, the District desires to conserve potable water supplies within its territorial boundaries by providing recycled water where feasible;

WHEREAS, due to the comparatively stable supply of recycled water during drought conditions and the anticipated ongoing trend of recycled water costs being below potable supplies, Montebello desires to transition from potable water to recycled water for irrigation at the Golf Course;

WHEREAS, as used in this Agreement, "recycled water" means water as defined by California Water Code Section 13050(n) and treated in accordance with water recycling criteria set forth by Title 22 of the California Code of Regulations;

WHEREAS, Montebello desires to purchase recycled water from the District for irrigation at the Montebello Golf Course (the "Golf Course") and anticipates 200 to 250 acre-feet of recycled water usage per year;

WHEREAS, the District owns a recycled water main that may provide recycled water to the Montebello Golf Course upon construction of recycled water facilities at the Montebello Golf Course;

WHEREAS, the District and Montebello (referred to herein individually as "Party" and collectively as the "Parties") agree that an Infrastructure Need and Feasibility Study shall be conducted prior to undertaking construction of recycled water facilities, and the Parties agree to share the costs of commissioning said study;

WHEREAS, Montebello intends to construct recycled water facilities to connect the Montebello Golf Course's irrigation system to the District's recycle water main;

WHEREAS, the District is willing to finance, in part, Montebello's construction of said facilities; and

WHEREAS, upon completion of the recycled water facilities at the Montebello Golf Course and connection of said facilities to the District's recycled water main, Montebello desires to purchase recycled water from the District for irrigation of the Montebello Golf Course.

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for the Parties' obligations regarding:

1. Construction of recycled water facilities at the Golf Course;
2. Financing of recycled water facilities construction at the Golf Course; and
3. Purchase of recycled water from the District for irrigation purposes at the Golf Course.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until the Agreement is terminated pursuant to Section 7 of this Agreement.

SECTION 3. Construction of Recycled Water Facilities.

- A. Montebello shall be responsible for construction of recycled water facilities (including any retrofitting of the existing water lines) necessary for the use of recycled water for irrigation at the Golf Course. Montebello shall be solely responsible for inviting bids from contractors; for reviewing, selecting, and contracting with contractors; and the management and completion of any and all construction, including the connection of recycled water facilities to the District's recycled water main.
- B. Connection of the Golf Course irrigation to the District's recycled water line shall be subject to the District's inspection and approval.
- C. The District shall have no obligation to the contractor Montebello contracts with to construct recycled water facilities, nor shall the District be subject to any liability arising from Montebello's agreement with the contractor it retains to construct the recycled water facilities.
- D. The construction of water facilities shall be in accordance with Exhibit "B", which reflects each party's respective ownership of recycled water lines used to facilitate the connection of the District's line to the Golf Course. Extension of the District's existing recycled water line to the Golf Course shall be the District's responsibility and property.

SECTION 4. Financing Terms

- A. Pursuant to this Section 4, the District shall provide post-construction financing of Montebello's costs incurred in the construction of recycled water facilities. "Costs incurred" shall be limited to costs indicated in the Cost Estimate (Exhibit "A"). Costs incurred shall not include Montebello's overhead and staff time.
- B. Montebello shall maximize existing grant funds and rebates (including, but not limited to the Metropolitan Water District recycled water retrofit rebate) to fund construction and retrofitting of recycled water facilities at the Golf Course.
- C. The District shall loan to Montebello the principal sum of up to Six Hundred and Fifteen Thousand Dollars (\$615,000.00) to finance the cost of constructing said recycled water facilities, after:
 - 1. Montebello submits supporting documentation to the District, verifying Montebello's Costs Incurred (as described in Section 4.A. above), and indicating the Items (enumerated and described in Exhibit "A") for which the costs were incurred; and
 - 2. Costs Incurred are not disputed by the District within (30) days of receiving Montebello's request for financing.
- D. Montebello may request drawdowns, no more than once a month, up to the total loan amount after Montebello submits supporting documents as described in Section 4.C.1 above. The District shall release "drawn" amounts within thirty (30) days of receiving requests, along with supporting documents. Requests shall indicate whether Montebello wishes to receive payments via check or Automatic Clearing House (ACH) direct deposit to Montebello's bank account.
- E. The principal shall be subject to a two percent (2%) annual interest charge, calculated daily and compounded monthly. Interest shall accrue on any "drawn" amounts, commencing when the District issues payments.
- F. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line and the commencement of Montebello's use of recycled water pursuant to this Agreement, Montebello shall repay the loan in the form of a Two Hundred and Fifty Dollar (\$250.00) charge for every acre-foot (AF) of recycled water provided by the District to Montebello, until the balance of the loan is paid. Payments shall be applied first to interest. Payment pursuant to this Section 4 shall be in addition to the recycled water rate charged pursuant to Section 5 below.
- G. Notwithstanding Section 4.F immediately above, Montebello may prepay financed amounts at any time without penalty.

- H. Montebello shall, within thirty (30) days of receiving any grant funds from Metropolitan Water District or other sources, remit all grant funds to the District as repayment of amounts financed pursuant to this Section 4.

SECTION 5. Purchase of Recycled Water

- A. Upon the District's approval of Montebello's connection of the Montebello Golf Course irrigation system to the District's recycled water line, the District shall supply recycled water to Montebello pursuant to this Section 5.
- B. Montebello shall pay the District the applicable recycled water rate as approved by the District's Board of Directors.
- C. Each twelve-month period, commencing with the date Montebello first uses recycled water at the Golf Course and during which Montebello carries a balanced owed pursuant to the financing terms of Section 4 above, Montebello shall purchase a minimum of one hundred and fifty (150) AF of recycled water from the District or pay an equivalent amount determined pursuant to Section 5D.
- D. If Montebello's recycled water consumption pursuant to this Agreement is less than one hundred and fifty (150) AF per twelve-month period (as described in Section 5.C above), Montebello shall pay the District for the difference, in an amount equal to the cost of reaching recycled water consumption of 150 AF, charged at the District's then-current recycled water rate, plus the \$250.00 per AF loan repayment amount pursuant to Section 4.F.
- E. Montebello acknowledges that circumstances beyond the control of the District may result in a temporary or permanent decrease in the volume of recycled water available to Montebello. Montebello releases the District for and waives any past, current, and future claims, arising from an interruption of recycled water supply, or for the District's reductions in the volume of recycled water available at any given time to Montebello. The District will not be liable for any costs or damages incurred by Montebello arising out of or relating to any interruption in service or limitation of availability due to circumstances beyond the District's control. The District will use its best efforts to reestablish the availability of recycled water to Montebello. Montebello acknowledges that a standby water supply may be necessary to prevent any damages that might result from an interruption in the supply of recycled water from the District.

SECTION 6. Indemnification.

- A. Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee

arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement), except when the injury to persons or damage to property are due or claimed to be due to the Indemnatee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement (and any consultant or contractor agreement executed pursuant to this Agreement).

- B. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement (or any consultant or contractor agreement executed pursuant to this Agreement) to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- C. This Section 7 survives the termination of this Agreement.

SECTION 7. Default and Termination.

- A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.
- B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party.

- C. Termination for Convenience. Montebello may terminate this Agreement without cause, and for its sole convenience, upon ninety (90) days written notice to the District. In the event of such termination, Montebello agrees to repay the then unpaid principal balance of the loan, within twenty-four (24) months from the date of termination, plus any interest which has or may accrue thereon until the entire loan is repaid.
- D. Termination for Failure to Take Water. If Montebello fails to commence taking water within 12 months of the date of Montebello's first draw on the loan described in Section 4 above, the District may terminate this Agreement by providing Montebello with a Notice of Default and Termination. The District shall not be required to provide Montebello with the opportunity to cure as described in Section 7.A. above. If the District terminates this Agreement pursuant to this Section 7.D., Montebello shall repay the amount loaned, plus associated interest, within 24 months of the date of the Notice of Default and Termination.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. Notwithstanding the indemnification provisions outlined in Section 7 above, if any action, at law or in equity, is brought to enforce or to interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the pursuit or defense of said action, in addition to other relief that may be sought and awarded. This Section 10.B shall survive the termination of this Agreement.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Central Basin Municipal Water District shall be addressed to: Central Basin Municipal Water District, 6252 Telegraph Road, Commerce, California 90040, Attn: General Manager.

C. Notice to the City of Montebello shall be addressed to: City of Montebello, 1600 W. Beverly Blvd., Montebello, CA 90640, Attn: City Administrator.

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement and Exhibits.

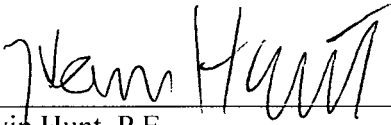
This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

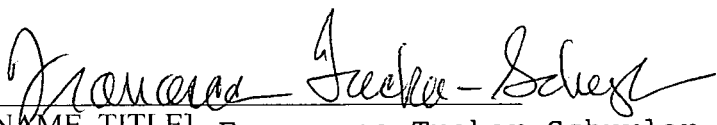
CENTRAL BASIN MUNICIPAL WATER DISTRICT



Kevin Hunt, P.E.
Interim General Manager

Date: 2/17/2015

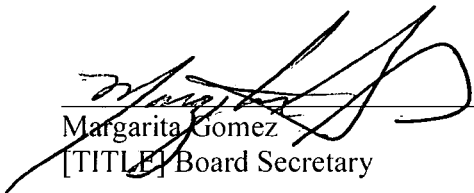
CITY OF MONTEBELLO



[NAME, TITLE] Francesca Tucker-Schuyler
City Administrator

Date: 1/29/2015

ATTEST:



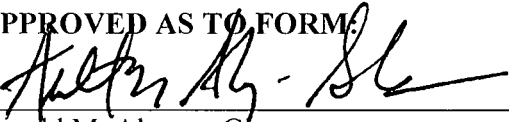
Margarita Gomez
[TITLE] Board Secretary

ATTEST:



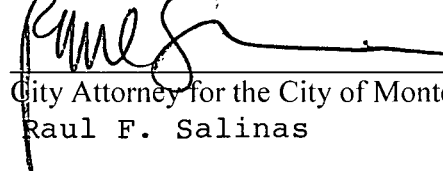
[NAME] Daniel Hernandez
City Clerk for the City of Montebello

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman,
Interim General Counsel

APPROVED AS TO FORM:



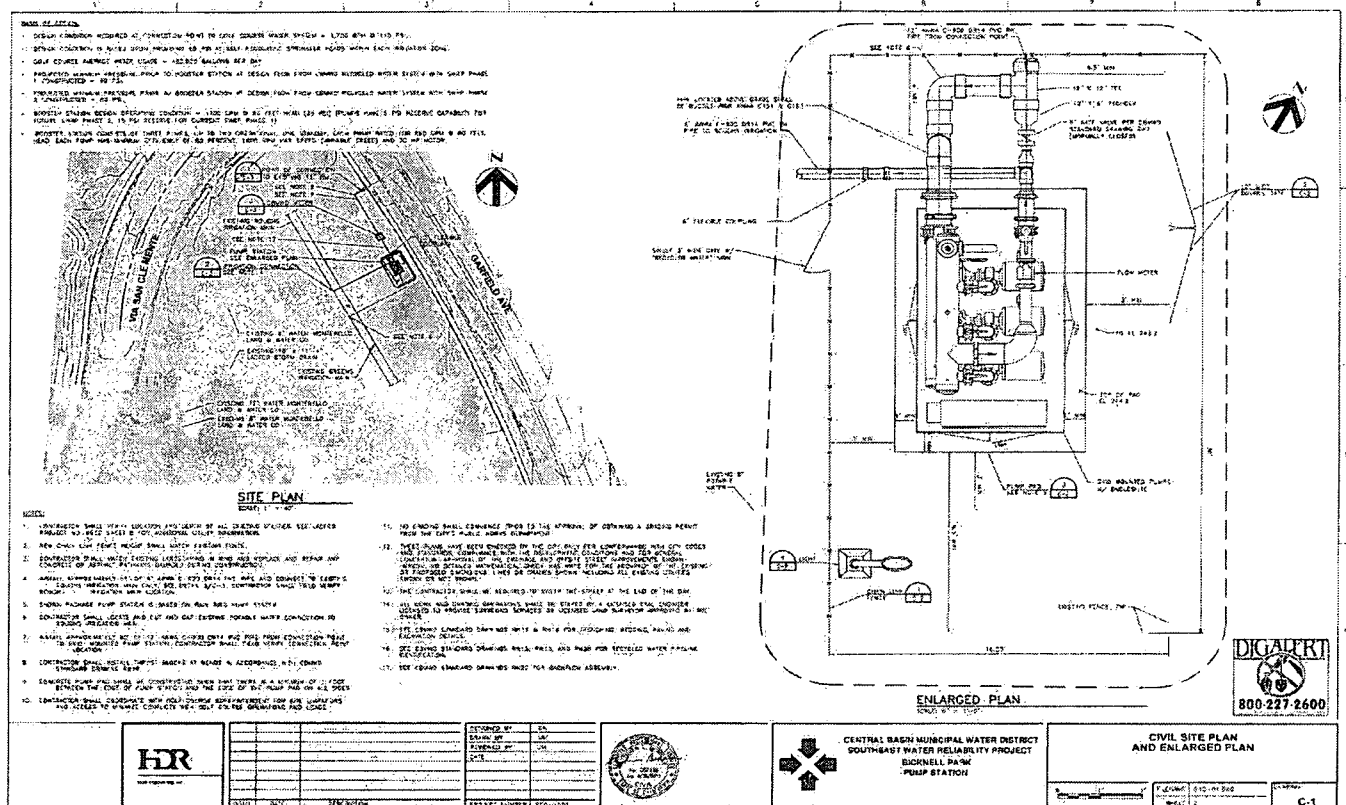
City Attorney for the City of Montebello
Raul F. Salinas

City of Montebello - Montebello Municipal Golf Course Recycled Water System - Conceptual Cost Estimate					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization and Set Up, Bonds & Insurance Related to Pipeline & Appurtenance Construction & Water Service Reconnection	1	LS	\$10,000	\$10,000
2	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from Meter to Pump Station, as Indicated on the Plans and in the Specifications	200	LF	\$150	\$30,000
3	Install 6" Ductile Iron Recycled Water Pipe in Turf Furnish & Install New DIP Complete in Place from the Pump Station to the Irrigation System Connection, as indicated on the Plans and in the Specifications	100	LF	\$150	\$15,000
4	Replace All AC Pavement, Concrete Pavement, Concrete Sidewalk, Curb & Gutter & Landscaping Impacted in Accordance with City Standards & the Plans & Specifications	1	LS	\$3,000	\$3,000
5	6" Recycled Water Meter in Vault Furnish & Install New Recycled Water Meter & Vault Complete in Place, Along with All Appurtenances as indicated on the Plans and in the Specifications	1	EA	\$20,000	\$20,000
6	Recycled Water Pipe Identification All New Recycled Water Pipe or Existing Water Pipe Exposed During Construction shall be Clearly Identified as Recycled Water Pipe Per CA Department of Public Health Requirements	1	EA	\$1,000	\$1,000
7	Remove Existing Double Detector Check Backflow Prevention Device Remove Existing Backflow Prevention Device as indicated on the Plans and in the Specifications	1	EA	\$1,000	\$1,000
8	Install New 8" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Quiet Cannon Connection, as Indicated on the Plans and in the Specifications	1	EA	\$16,000	\$16,000
9	Install New 2.5" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment on the Service Line to the Maintenance Building, as Indicated on the Plans and in the Specifications	1	EA	\$3,000	\$3,000
10	Cut & Cap Potable Water Pipe Below Grade Cut & Cap Existing Potable Water Line Below Grade at the Garfield Avenue Connection, as Indicated on the Plans and in the Specifications	2	EA	\$3,000	\$6,000
11	Install New 6" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Garfield Avenue Connection, as indicated on the Plans and in the Specifications	1	EA	\$7,500	\$7,500
12	Install New 12" Reduced Pressure Backflow Prevention Device Install New Reduced Pressure Backflow Prevention Equipment at the Service Line to the Hotel, Quiet Cannon and the Fire Pumps, as Indicated on the Plans and in the Specifications	1	EA	\$15,000	\$15,000
13	Cut & Cap Irrigation System Near Well Cut & Cap Any Irrigation Lines Located Within 50 Feet or Less from the Existing Well Onsite	1	LS	\$3,000	\$3,000
14	Booster Pump Station Install Booster Pump Station Including Electrical Service line and Motor Control Equipment	1	LS	\$250,000	\$250,000
15	Site Preparation & Access Road Site Grading, Paving and Fencing and Access Road Grading and Paving	1	LS	\$75,000	\$75,000
Subtotal Construction					\$455,500
Construction Contingency (15%)					\$68,325
Finalization of Design (70% to 100%)					\$20,000
Environmental Documentation (Assume Mitigated Negative Declaration)					\$25,000
Construction Management & Inspection					\$45,600
Total Conceptual Project Cost					\$614,425
Bucknam & Associates Inc. 073014					

EXHIBIT B

Central Basin Municipal Water District Recycled Water System Montebello Municipal Golf Course

The Central Basin Municipal Water Districts' (CBMWD) ownership and responsibility for Design and Construction costs of the Recycled Water Service Line and Meter Assembly; shall be from the Point of Connection to the Districts' Recycled Water System as shown on Sheet C-1 (Detail 1- C-3) to the CBMWD Meter (Detail 3-C-3) of the "Bicknell Park Booster Pump Station," Drawings, prepared by HDR Engineering, dated April 27, 2012 (Attached Below).



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR BICKNELL PARK
BOOSTER PUMP STATION PROJECT (RECYCLED WATER FOR THE
MONTEBELLO GOLF COURSE)**

**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:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$238,233.00	610-99-6040.10	\$238,233.00
(Unassigned Fund Balance)		(Golf Course Outside Contracts)	

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

ADOPTED AND APPROVED this 10th day of October 2018

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

APPROVE TO FORM AND CONTENT:

Irma Barajas, City Clerk

Arnold M. 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: Brad Keller, Chief of Police

SUBJECT: Approval to Award Bids for Police Vehicle Equipment Outfitting and Decals and Request to Carryover Previously Approved Funds from the General Fund Reserve.

DATE: October 10, 2018

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the Police Vehicle equipment outfitting to Black and White Emergency Vehicles.
- 2) Approve the Police Vehicle Decal Installation to Decals by Design.
- 3) Approve the carryover of previously approved funds (\$140,306.99) from the General Fund Reserve to outfit the police vehicles with emergency equipment and decals.
- 4) Approve the use of \$25,000.00 from the Asset Forfeiture Account for the specific outfitting of the Prisoner Transport Van.
- 5) Approve the Budget Appropriation Resolution.

BACKGROUND

On March 14, 2018, the City Council approved the transfer of funds in the amount of \$563,169.00 to the Vehicle Purchase Project Account # 100-80-800-6082 (See attached Council Agenda Report). Those funds were requested and approved toward the end of FY 2017/18. The remaining balance of the approved Vehicle Purchase Fund is \$140,306.99. The Police Vehicle equipment outfitting and decals are not complete and

the project is carrying over from last fiscal year to this fiscal year. City Council approval is required to carry the funds over to complete the project.

ANALYSIS

On March 7, 2018 the Montebello Police Department released a Request for Quote (RFQ Q-18-72) ("RFQ"). The scope of services described in the RFQ requested bids for Police Vehicle Outfitting. In accordance with the Montebello Municipal Code, the RFQ was posted on www.Planetbid.com. The RFQ included information concerning set up, shipping, installation and other details specific to the RFQ (see attached Bid Detail). The due date for the bid was March 16, 2018. At the time the bid was posted, the Montebello Police Department asked for a quote to outfit eight (8) patrol vehicles but ultimately purchased seven (7) patrol vehicles. However, the quoted price from each bidder reflects the price for the initial eight vehicles.

A total of three (3) bids were submitted directly to the Montebello Police Department. No submittals were received after the deadline. The Montebello Police Department has analyzed the proposals and is presenting a recommendation to the City Council as analyzed in this report.

The Montebello Police Department received bids from the following companies; Black and White Emergency Vehicles, 10-8 Retrofit and West Coast Lights and Siren Inc. The bid results are as follows:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
• Black and White Emergency Vehicles	Azusa	\$156,082.05
• 10-8 Retrofit	Ontario	\$150,790.49
• West Coast Lights and Siren Inc.,	Riverside	\$144,961.06

Although, West Coast Lights and Siren Inc. came in as the lowest bidder and 10-8 Retrofit as the second lowest bidder, the Montebello Police Department is recommending that the City Council approve the bid to Black and White Emergency Vehicles for several reasons. The Montebello Police Department has used Black and White Emergency Vehicles for the past several years to outfit patrol vehicles, undercover Detective vehicles and Administration vehicles. The quality and the timeliness of their workmanship have been excellent. The Montebello Police Department has a great working relationship with Black and White Emergency Vehicles and the company offers on-site installation and repair, which we have used many times. Black and White Emergency Vehicles is located in Azusa, 16 miles from the Montebello Police Department whereas West Coast Lights and Siren Inc. is in Riverside (49 Miles from Montebello) and 10-8 Retrofit is in Ontario (32 Miles from Montebello). There have been numerous occasions where the officers have drove to Black and White Emergency Vehicles for a minor unit repair which has saved the Department valuable time by not having to place the vehicle out of service. This was possible due to the close proximity of the business.

Black and White Emergency Vehicles quoted the Montebello Police Department with “Code-3” lights and siren products; however, 10-8 Retrofit and West Coast Lights and Siren Inc. quoted “Federal Signal” products. Currently, all of the Ford Interceptors and the Chevy Tahoe in our fleet are equipped with “Code-3” lights and siren products. The Montebello Police Department seeks to keep the uniform look of all the Ford Interceptors and Chevy Tahoe. The Montebello Police Department requested 10-8 Retrofit and West Coast Lights and Siren Inc. to provide a quote with “Code-3” products. 10-8 Retrofit did not respond to the email request and West Coast Lights and Siren Inc. did not want to provide us with a quote (see attached emails).

The total cost for outfitting seven (7) patrol vehicles, one (1) patrol sergeant vehicle, three (3) parking enforcement vehicles and one (1) jail van is \$159,235.62. The total also includes the cost to install decals on all of the vehicles. However, when the Montebello Police Department went out for a bid to outfit the jail van, the Department asked for a quote to outfit a passenger seat Ford Transit Van. The difference in outfitting a “Prisoner Transport Van” is an additional \$11,984.15. Additionally, the other costs that were not factored into the total are the cost for the full strip of five (5) existing patrol vehicles (which will be decommissioned) and wiring for the Panasonic Toughbook docking station. Due to these unforeseen circumstances, the total amount needed to complete the project is \$22,417.26. The Montebello Police Department is requesting the City Council’s approval to transfer \$25,000.00 from the Asset Forfeiture account into the outfitting budget to cover the over budget amount and any other unexpected incurred costs. The use of Asset Forfeiture for this purpose is a permissible use.

The Montebello Police Department will be utilizing Decals by Design for the decals and installation on the approved vehicles. Decals by Design has installed decals on all of the Montebello Police Department Marked fleet. The Montebello Police Department is satisfied with the workmanship and service that Decals by Design provides. Three (3) quotes were obtained per City policy and Decals by Design was the lowest bidder (see below and attached quotes).

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
• Decal by Design – 12 sets of decals	Corona	\$5,416.50
• Graphic Techniques – 12 sets of decals	Fullerton	\$5,853.00
• Rapido Graphics LLC. – 12 sets of decals	Placentia	\$5,928.00

Copies of all bids received are available in the Office of the City Clerk.

FISCAL IMPACTS

The request for funds would impact the General Fund Reserve in the amount of \$140,306.99 and the Asset Forfeiture account in the amount of \$25,000.00.

SUMMARY

City Council will consider approval to carry funds over from the previous fiscal year to the current fiscal year in order to continue the Police Vehicle equipment outfitting and placing Decals on the vehicles. The approved budget for this project was \$563,169.00 to which \$422,862.01 has been expended, leaving a difference of \$140,306.99. The estimated remaining balance to complete this project is \$162,724.25.

The budget appropriation request is necessary to move forward with outfitting the vehicles with equipment and decals as detailed in the March 14th Agenda.

The Montebello Police Department is also required to obtain City Council approval to use Asset Forfeiture Funds in the amount of \$25,000 to complete the jail van.

ATTACHMENTS

Agenda Report Dated March 14, 2018

Emails from West Coast Lights and Sirens Inc. and 10-8 Retrofit.

Budget Appropriation Resolution

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Andrew Pasmant, City Manager
BY: Brad Keller, Interim Chief of Police
SUBJECT: City Council approval to award bids for police vehicle purchases pursuant to the Montebello Municipal Code and RFP process described herein
DATE: March 14th 2018

RECOMMENDATION

It is recommended that the City Council award bids to the lowest bidder(s) delineated in RFP 18-52A pursuant to the Montebello Municipal Code (MMC) for the purchase of police vehicles described herein.

BACKGROUND

The patrol vehicles that bids were requested for are emergency vehicles most commonly recognized by their colors, black and white, with emergency overhead light bars and decals identifying them as Montebello Police vehicles. They are used by our patrol officers to provide emergency assistance and routine police services to the community.

Patrol vehicles are in operation 24 hours a day, seven days a week, every day of the year. It is imperative that these vehicles are dependable and available to provide immediate service. Patrol vehicles must also be reliable in the event that officers must respond to an emergency or pursue a dangerous suspect. Currently there are vehicles that are 9 years old within the fleet with an average of over 120,000 miles.

The parking enforcement fleet consists of three (3) vehicles and is used daily. These vehicles have not been replaced since 2002 and have an average of over 130,000 miles. Although not considered emergency response vehicles, they supplement our patrol operations by providing dependable transportation to our support services staff. These vehicles are white in color, have an amber overhead light, police radio and mobile digital computer and police department logos.

The Jail van has not been replaced since 2000 and has 104,000 miles. This van is outfitted with a jail transport package that allows the safe transportation of prisoners to and from court houses. It is also used during major operations where multiple arrests take place. This vehicle is also outfitted with an amber overhead light, police radio and mobile digital computer and police department logos.

The patrol vehicle fleet consists of twenty-one (21) patrol vehicles, not including specialty vehicles such as K9 units, supervisor and traffic units. It is not cost effective or operationally sound to replace all twenty-one (21) vehicles at the same time. It is imperative to maintain patrol vehicles of the highest quality and in the best possible operational state to ensure reliable transportation throughout the City to provide superior service to the community.

The purchase of these vehicles will not increase the department's vehicle fleet, as newly acquired vehicles will replace those that are no longer reliable or cost effective to maintain.

ANALYSIS

RFP Process

Pursuant to the City of Montebello Municipal Code (MMC) and the fiscal policies recently adopted by City Council Resolution No. 17-40, the Montebello Police Department released a Request for Proposal (RFP 18-52A) on January 17, 2018. The scope of services described in the RFP requested bids for various vehicles described herein for the Police Department's patrol units; including tax, license and destination charges.

In accordance with the Municipal Code, the RFP was posted on www.PlanetBids.com and on the City's website. The RFP included detailed information on the services needed, the scope of work, the proposal submission process, closing date and time, and other applicable submittal requirements. The RFP also included information on the specifications of vehicles and equipment and other information needed by consultants to submit a bid.

Six (6) sealed bids were received directly to the Montebello Police Department on or before the submission deadline, but remained unopened until the RFP period expired. No submittals were received after the deadline.

The Montebello Police Department has analyzed the proposals and is presenting a recommendation to the City Council as analyzed in this report.

Seven (7) patrol vehicles, one (1) patrol sergeant vehicle, three (3) parking enforcement vehicles [and] one (1) jail van have been identified as needing to be replaced. The

approximate cost to replace the vehicles in question, including all necessary equipment, decals and labor is approximately \$563,169.00.

This agenda only addresses the cost of the twelve (12) vehicles, including all dealer fees. A separate RFP will be issued for the necessary equipment, decals, and labor and will be presented to the City Council at a later time.

The purpose of not obtaining and presenting the cost for the equipment, decals, and labor to the City Council for consideration at this time is to secure the vehicles first, upon approval, and then determine the funds remaining in the approved capital outlay account to ensure there are sufficient funds to fully equip each vehicle.

In the event there are not sufficient funds in the approved capital outlay account to equip all twelve (12) vehicles the Interim Police Chief will present other funding sources to the City Council to make up the balance which is not anticipated to be in excess of ten thousand dollars.

Due to the fluctuation of equipment cost and labor it would be prudent to secure the vehicles first and then obtain bids to equip them.

The funds for this project were approved by the City Council in the 2017-2018 fiscal year capital outlay account.

The total for the requested approval for bids to the lowest bidders per vehicle type is \$356,547.80 as described below.

Proposals Received

<i>Firms</i>	<i>Cost Per Ford Explorer</i>	<i>Cost Per Chevrolet Tahoe</i>	<i>Cost Per Chevrolet Colorado</i>	<i>Cost per Ford Transit Van</i>
<i>Bob Wondries</i>	<i>\$30,837.27</i>	<i>\$39,929.06</i>	<i>\$27,315.75</i>	<i>\$29,936.09</i>
<i>Home Motors</i>	<i>No Bid</i>	<i>\$37,507.42</i>	<i>\$26,737.70</i>	<i>No Bid</i>
<i>Courtesy Chevrolet</i>	<i>No Bid</i>	<i>No Bid</i>	<i>\$26,662.68</i>	<i>No Bid</i>
<i>Fairview Ford</i>	<i>\$29,891.31</i>	<i>No Bid</i>	<i>No Bid</i>	<i>\$30,875.72</i>
<i>Theodore Robins</i>	<i>\$29,873.75</i>	<i>No Bid</i>	<i>No Bid</i>	<i>\$31,550.20</i>
<i>Chevrolet of Montebello</i>	<i>No Bid</i>	<i>\$39,709.77</i>	<i>\$27,016.50</i>	<i>No Bid</i>

sent paper bids

sent paper bids

Based upon these responses, the Department recommends awarding the purchase of seven (7) Ford Explorers, three (3) Chevrolet Colorado trucks, one (1) Chevrolet Tahoe [and] one (1) Ford Transit Van, as follows:

- Seven (7) Ford Explorers – Recommend bid award to Theodore Robins: \$209,116.25
- One Chevrolet Tahoe – Recommend bid award to Home Motors: \$37,507.42
- Three (3) Chevrolet Colorado – Recommend bid award to Courtesy Chevrolet: \$79,988.04
- One Ford Transport Van – Recommend bid award to Bob Wondries: \$29,936.09

FISCAL IMPACTS

There will be no additional impact to the general fund since the requested funds were approved with the 17-18 FYB. If additional funds will be needed for equipment, labor and decals the Interim Police Chief will present the City Council with other options including but not limited to the use of asset forfeiture funds. As noted the additional cost cannot be known until the vehicles are secured at which time an RFP will be submitted to potential bidders and subsequently present to the City Council for consideration. Total expenditure for this purchase is \$357,547.80.

SUMMARY

The City Council will consider awarding bids described herein to the lowest bidder for the purchase of seven (7) Ford Explorers, three (3) Chevrolet Colorado trucks, one (1) Chevrolet Tahoe [and] one (1) Ford Transit Van, for use by the Police Department. It is recommended that the vehicles be purchased from the lowest bidders for each vehicle type detailed herein.

- Seven (7) Ford Explorers – Recommend bid award to Theodore Robins.
- One Chevrolet Tahoe – Recommend bid award to Home Motors.
- Three (3) Chevrolet Colorado – Recommend bid award to Courtesy Chevrolet.
- One Ford Transport Van – Recommend bid award to Bob Wondries.

ATTACHMENTS

Bids from all venders.

Bid Summary

Vehicle	Courtesy Chevrolet	Home Motors	Fairview Ford	Theodore Robins Ford	Bob Wondries	Chevrolet Montebello
Ford Explorer			\$29,891.31	\$29,873.75	\$30,837.27	
Ford Transit			\$30,875.72	\$31,550.20	\$29,936.09	
Chevy Tahoe		\$37,507.42			\$39,929.06	\$39,709.77
Chevy Colorado	\$26,662.68	\$26,773.70			\$27,315.75	\$27,016.50

West Coast Light & Sirens

Botello, Jessica

From: [REDACTED]
Sent: Friday, April 6, 2018 2:04 PM
To: Botello, Jessica
Cc: Danny
Subject: Quote Request

Hello Jessica,

I spoke with you earlier this week regarding submitting another quote for all Code 3 manufacture products. I could give you a quote on Code 3 products; however, unfortunately I know we would not be in the running as far as price goes because we are not a direct distributor.

We are going to stick with our Federal Signal quote.

Thanks,

MITCHEL GONZALEZ
SALES REP. | WEST COAST LIGHTS & SIRENS, INC.
601 Columbia Avenue, Suite B
Riverside, CA 92507
[REDACTED]
[REDACTED]
<http://www.wcls.us>

10-8 Retrofit

(non-responsive)

Botello, Jessica

From: Botello, Jessica
Sent: Tuesday, April 3, 2018 3:22 PM
To: 'John Jennings'
Subject: RE: Code 3

Hello John,

No worries I can catch up with you next week to see how the estimate is coming along. Police department decided that they would like to go with Code 3 brand for higher quality reason. Since we did not specify the brand we required, we would like to give 10-8 Retrofit the opportunity to provide a quote for the now requested brand. In future bids, we hope to make our bids clearer for our vendors in the specifics as to what we are requesting.

Jessica Botello

Administrative Analyst
City of Montebello
1600 W Beverly Blvd.
Montebello, CA 90640
[REDACTED]

From: [REDACTED]
Sent: Tuesday, April 3, 2018 12:43 PM
To: Botello, Jessica
Subject: Code 3

Good Afternoon Jessica,

I received your email and apologize for the late response. I can definitely put together a estimate with the code 3 brand. Please allow me a day or so and i will email it on over to you. If you do not mind me asking why ? Just for future bids. Jessica i hope you are having a nice day and i will be in contact shortly with the estimate. Thank you.

--

John Jennings
Sales

[REDACTED]

[REDACTED]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR EXPENSES RELATED TO THE
POLICE VEHICLES CONVERSIONS**

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

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

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900 (General Fund Reserve)	\$140,306.99	100-80-800-6082 (Vehicle Purchase)	\$140,306.99
230-2920 (Asset Forfeiture Fund Reserve)	\$25,000.00	230-99-847-6082 (Vehicle Purchase)	\$25,000.00

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

ADOPTED AND APPROVED this 10th day of October, 2018.

ATTEST

Jack Hadjinian, Mayor Pro Tem

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Manuel A. Mancha, Interim Director of Planning and Community Development

SUBJECT: Requested Letter of Support to Obtain Financing for a Radiation Therapy Project in the City of Montebello

DATE: October 10, 2018

RECOMMENDATION

That the City Council prepares and provides a general letter of support to the applicant, Beverly Oncology & Imaging Center, Medical Group, Inc., of a proposed radiation therapy center project within the City, which will serve to assist the applicant in obtaining State financing for the proposed project.

DISCUSSION

On August 29, 2018, City Staff met with Bob Tapia, a representative from the Beverly Oncology & Imaging Center, Medical Group, Inc. ("Beverly Oncology") to request a letter of support from the City. The letter of support would help the hospital secure financing from the Public Finance Authority to construct a state of the art Radiation Therapy Facility in the City. The Public Finance Authority, a governmental unit of the State of California (the "Authority") proposes to issue approximately \$81,470,000.00 of its governmental purpose revenue bonds (the "Bonds") to finance the purchase, equipping, ownership, and certain related costs by the Authority of a radiation therapy cancer treatment center, which will include proton therapy (the Project), to be located on 111 W. Beverly Boulevard, Montebello, California 90640. The Project will be developed and managed by the above mentioned Beverly Oncology and will serve the therapeutic needs of cancer patients in the City of Montebello and the surrounding communities of the greater Los Angeles/Orange County metropolitan area.

City Staff received a letter from Mr. Tapia requesting a general letter of support to obtain funding for the project. A copy of the letter has been provided to the City Council for review. The requested letter does not constitute any City approval, or waiver thereof, of the proposed project required by applicable State law and/or provisions within the City's Municipal Code.

ATTACHMENTS

- A. Copy of Letter

(City Letter Head)

October 10, 2018

VIA CERTIFIED MAIL

California Public Finance Authority
c/o Administration
1400 W Lacey Blvd., Bldg. 1
Hanford, CA 93230

Re: Proposed Financing of Los Angeles Photon Therapy Center Project in City of Montebello

Dear California Public Finance Authority:

I have been informed by a representative of Beverly Oncology & Imaging Centers, Medical Group, Inc. (“Beverly Oncology”), located in Montebello, California (the “City”), that the California Public Finance Authority, a governmental unit of the State of California (the “Authority”), proposes to issue approximately \$81,470,000.00 of its governmental purpose revenue bonds to finance the purchase, equipping, ownership, and certain related costs by the Authority, of a radiation therapy cancer treatment center which is being currently proposed to include proton therapy and to be located at 111 W. Beverly Boulevard, Montebello, California 90640 (the “Project”). The Project is proposed to be developed and managed by Beverly Oncology, and to serve the therapeutic needs of cancer patients in the City and the surrounding communities of the greater Los Angeles/Orange County metropolitan area. I understand that the City would have no pecuniary liability for any aforementioned Authority funding for the Project, assuming the Project obtained all requisite City approvals and met all local and state statutory requirements.

Beverly Oncology’s representation has recently requested the City provide a general letter of support for the Project to the Authority. Please allow this letter to serve as a general letter of support for the Project. The City generally supports all development within its jurisdiction once a proposed project has obtained all requisite City approvals, and remains in compliance with all applicable City, state, and federal laws. The City certainly welcomes and supports a project such as a cancer treatment facility within its jurisdiction once it has obtained all applicable City, state, and federal approvals, and met all City municipal code and California statutory requirements.

I understand that State of California law may require certain procedures and approvals by the City prior to any bond issuance from the Authority for the Project, as currently proposed to the City by Beverly Oncology’s representation. Please be advised that this letter only serves as the City’s general letter of support to the Authority for the currently proposed Project, and does not

in any manner serve as or constitute any City approval and/or action, or waiver thereof, required by the City's municipal code or State law. Further, please be advised that the currently proposed Project has not obtained any City approvals to date, nor to my knowledge met any California statutory requirements relating to Authority funding, but the City welcome such consideration and will await future Beverly Oncology and Authority action.

Sincerely,

Andrew G. Pasmant
Acting City Manager
City of Montebello

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: Manuel Mancha, Interim Director of Planning and Community Development

SUBJECT: SECOND READING: Ordinance adding Chapter 17.77 – “Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map” - to the Montebello Municipal Code and provide direction for a fee amount for a Resolution to be heard at a future public hearing or approve the attached resolution establishing the fee at \$2,500 dollars.

DATE: October 10, 2018

RECOMMENDATION

Staff recommends that the City Council conduct a Second Reading of the Ordinance adding Chapter 17.77 – “Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map” - to the Montebello Municipal Code and approve the attached resolution establishing the fee at \$2,500 dollars or provide direction for a specific fee amount to be heard by Resolution at a future public hearing.

DISCUSSION

On September 12, 2018, the City Council held a public hearing, heard testimony, introduced the Ordinance for First Reading, and scheduled the Second Reading for final approval.

The fees collected by the City pursuant to this Ordinance shall be deposited in the parkland fee fund and shall be used for the purchase of, or development of, or repairs, replacements, or renovations to park or recreational facilities. The fees are in addition to any and all other fees paid to the City pursuant to municipal ordinances and regulations.

Additional details about the proposed fee are available in the Staff Report and Agenda materials for the City Council’s meeting on September 12, 2018.

SUMMARY

The City Council will consider the Second Reading of the Ordinance adding Chapter 17.77 – “Parkland Dedication/Quimby Fee Requirements for Residential Development Requiring a Tentative Map or Parcel Map” - to the Montebello Municipal Code.

ATTACHMENTS

- A. Ordinance
- B. Resolution

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE MONTEBELLO MUNICIPAL CODE BY ADDING CHAPTER 17.77 – PARKLAND FEE ESTABLISHING THE AUTHORIZATION OF AN IN-LIEU PARKLAND FEE AND THE USE OF THE FUNDS.

RECITALS

WHEREAS, the City of Montebello is the government entity responsible for providing park facilities within the City of Montebello;

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

WHEREAS, Section 2 defines the added language to the Montebello Municipal Code;

WHEREAS, a duly noticed public hearing was held by the City Council on September 12, 2018 at the City Council Regular Meeting; and

WHEREAS, all other legal prerequisites to the approval and Reading of this Ordinance have occurred.

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

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

SECTION 2. ADOPTED TEXT AMENDMENT. The following language shall be added to the Montebello Municipal Code to add Chapter 17.77 - Parkland Fee:

“17.77.010 - Fee Required - Except as hereinafter provided, no dwelling shall be constructed, nor shall a building permit be issued for such construction, unless an in-lieu parkland fee has been paid to the City in an amount set forth by resolution of the City Council. (Ord. _____, 2018)

“17.77.020 - Use of Funds - The fees collected by the City pursuant to this Chapter shall be deposited in the parkland fee fund and shall be used for the purchase of, or development of, or repairs, replacements, or renovations to park or recreational facilities. The fees are in addition to any and all other fees paid to the City pursuant to municipal ordinances and regulations. (Ord. _____, 2018)

SECTION 3. CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Ordinance 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 Ordinance, 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 Ordinance, 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 Ordinance is severable. The City Council of the City of Montebello declares that this Ordinance 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 approval of this Ordinance, and enter it into the book of original Ordinances, and it shall become effective thirty (30) days after the 2nd Reading of Ordinance ____.

PASSED, APPROVED and ADOPTED this 10th day of October 2018.

Jack Hadjinian

Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman,
City Attorney

Irma Barajas, City Clerk

ATTACHMENT B

RESOLUTION NO. _____

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

RECITALS

WHEREAS, the City of Montebello is the government entity responsible for providing park facilities within the City of Montebello;

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

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

WHEREAS, a duly noticed public hearing was held by the City Council on September 12, 2018 at the City Council Regular Meeting; and

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

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

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

SECTION 2. ADOPTED FEES. That an in-lieu parkland fee amount shall be \$2,500.00 per unit as authorized by Montebello Municipal Code Chapter 17.77 - Parkland Fee.

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

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Montebello declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. **PASSAGE AND EFFECTIVE DATE.** The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective forty-five (45) days after the adoption of Ordinance ____.

PASSED, APPROVED and ADOPTED this 10th day of October 2018.

Jack Hadjinian

Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman,
City Attorney

Irma Barajas, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Manuel Mancha, Interim Director of Planning and Community Development

SUBJECT: SECOND READING: Ordinance to prohibit feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets in the city.

DATE: October 10, 2018

RECOMMENDATION

Staff recommends that the City Council conduct a Second Reading of the Ordinance to prohibit feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets in the city.

DISCUSSION

On September 12, 2018, the City Council held a public hearing, took testimony, and introduced the Ordinance, waived the First Reading thereof, and scheduled the Second Reading for its meeting on October 10, 2018.

For the Ordinance to become effective is now necessary and appropriate for the City Council to approve its second reading. Additional details about the proposed project are available in the staff report and agenda materials for the City Council's meeting on September 12, 2018.

SUMMARY

The City Council will consider the Second Reading of an Ordinance to prohibit feeding of wild fowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets in the city.

ATTACHMENTS

A. Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADDING CHAPTER 17.90 -
PROHIBITION OF FEEDING OF WILDFOWL, PIGEONS,
DUCKS, SQUIRRELS, FERAL CATS, WILD DOGS AND
UNLICENSED ANIMALS WHICH ARE NOT PERSONAL
PETS IN THE CITY.**

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 and regulations not in conflict with general laws of the State;

WHEREAS, the free-feeding by people of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner within the City has become a concern. The proliferation of in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner creates sanitary concerns within affected areas, which often leads to the spread of diseases and also results in rapid population expansion;

WHEREAS, persons free-feeding to animals may be cited for violating Fish and Game Code Section 251.1, which defines harassment as “an intentional act which disrupts an animal’s normal behavior pattern, which includes, but is not limited to, breeding, feeding and sheltering;”

WHEREAS, the City Council has determined it is necessary to restrict the feeding of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner to protect the public’s health and safety;

WHEREAS, the Planning Commission held a duly noticed public hearing adopting Planning Commission Resolution on July 7, 2018 to recommend that the City Council approve this Zoning Amendment; and

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

NOW, THEREFORE, the City Council of the City of Montebello does ordain as follows:

SECTION 1. INCORPORATION OF RECITALS

The City Council for the City of Montebello, based on the entire record before it, finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

**SECTION 2. ADDITION TO THE MONTEBELLO MUNICIPAL CODE CHAPTER 17.90
AS FOLLOWS:**

Chapter 17.90 - Prohibition of feeding

Prohibition of feeding of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner.

Section 17.90.010 – Purpose

The large numbers of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner in the City have, at present, become a nuisance, causing defacement, deterioration, litter, and damage to public and private property. The ordinance codified in this chapter seeks to prohibit feeding of wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner on public streets and public and private property, and thereby discourages the maintenance and breeding of in wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner in the City.

Section 17.90.020 – Definitions

“Feed” means to give, place, expose, deposit, scatter or distribute any edible material, including but not limited to, grain, seed, greens, bread, fruit, pet food or other miscellaneous food scraps with the intention of feeding, attracting or enticing wildlife.

“Person” means natural person, firm, corporation or association.

“Public property” means any real property owned by any State, County or local governmental entity within the City.

“Public Street” means any public thoroughfare, avenue, road, highway, boulevard, parkway, way, drive, lane, alley, court, including the right-of-way for vehicular traffic, gutter, curb, parking, and sidewalk.

“Wild pigeon” means any bird of the family Columbidae, but shall not apply to any pigeon that is under the care and control of any person.

Section 17.90.030 – Nuisance

It is a nuisance for any person to feed any wildfowl, pigeons, ducks, squirrels, feral cats, wild dogs and unlicensed animals which are not personal pets of an owner on any public street or any public or private property within the City.

Section 17.90.040 – Violation and Penalty

Any person violating any of the provisions of the ordinance codified in this chapter is guilty of an infraction and, upon conviction thereof, shall be punishable by a fine of not more than fifty dollars for the first violation; a fine not exceeding one hundred dollars for the second violation of the same section of this chapter within one year; and a fine not exceeding two hundred fifty dollars for each additional violation of the same section of this chapter within one year.

SECTION 3. CEQA. The Zoning Code Amendment is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines. 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 it is not defined as a project under Section 15378.

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

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

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this 10th day of October 2018.

Jack Hadjinian
Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2018, and carried by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

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: Fernando Pelaez, Fire Chief

SUBJECT: Purchase for the Motorola Multiprotocol Label Switch (MPLS) Upgrade and Budget Appropriate Resolution

DATE: October 10, 2018

RECOMMENDATION

That the City Council approve a budget appropriation for the Multiprotocol Label Switch (MPLS) Upgrade, with Motorola Solutions, to meet the radio communications needs of the City of Montebello.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. This system had a relatively small coverage map. At this time, it was primarily for the City of Montebello and the immediately surrounding areas. Over the next 10 years, the radio system expanded with towers in Whittier and Monterey Park, in an attempt to provide a wider coverage map and better service in that coverage area. In 2003, the Montebello Fire Department joined its system with seven other cities to create the Joint Powers Agreement (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This system of radio towers and infrastructure allows the uninterrupted use of radios throughout the entire County of Los Angeles and beyond.

This radio system has been supported by both general funds and grant funds, and continues to expand and become more advanced with the current configuration change occurring this year, known as Project 25 (P-25). Project 25 is a series of standards (rules) set forth by the Federal government for digital mobile and portable radios and radio system infrastructure, specifically used by public safety agencies of the United States. The enhancement to P-25 allows for the ability to not only utilize the radios for voice, but also for data transmission, and even video. The communications are also provided with encryption, and the equipment is provided with GPS and total interoperability across all communications platforms as part of those P-25 upgrades.

With the Project 25 upgrades, the system infrastructure, such as towers and system controllers are all scheduled to be completed by December 2018. With the scheduled infrastructure upgrades, the system is compatible for the City of Montebello dispatch consoles and radios.

With the system functionality being expanded to be capable of allowing additional users on to the system, the infrastructure needs a “switch” to allow the expansion for multiple agencies, such as Downey, Vernon, and Whittier-who we have current agreements with for radio subscriber usage. This switch will allow these agreements to become fully functional and usable. The purchase of this “switch” will be eventually offset by the current and future subscribers, of which each will be billed approximately \$19,000.00. Currently, we have agreements with the Cities of Downey, Vernon, and Whittier. Additional agreements are being negotiated with other agencies.

ANALYSIS

Motorola Solutions is a sole source provider of this multiprotocol label switch (MPLS) (radio equipment), for use within the City of Montebello’s ICI System Radio Sites. Further analysis has determined that with this “switch”, the system will be capable of serving at least seven agencies, which with the bill back to the joining agencies, the cost would be fully recovered. This time period is likely to be within one year, as currently we have agreements with three agencies, and four more are already in negotiations.

FISCAL IMPACT

This purchase was not budgeted, and would require a budget appropriation from General Fund Reserves. The appropriation would be \$139,285.52 in the current fiscal year (FY 2018/2019).

SUMMARY

That the City Council approve a current fiscal year budget appropriation for the Multiprotocol Label Switch (MPLS) Upgrade, with Motorola Solutions, in the amount of \$139,285.52, to meet the expanded needs of the radio system infrastructure of the City of Montebello.

ATTACHMENTS

Budget Appropriation Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE PURCHASE OF
THE MOTOROLA MULTIPROTOCOL LABEL SWITCH (MPLS) UPGRADE**

**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:

<u>FROM</u>		<u>TO</u>	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900 (General Fund Reserves)	\$139,285.52	100-85-880-6040.10 (Fire-Communications-Outside Contracts)	\$139,285.52

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

ADOPTED AND APPROVED this 10th day of October, 2018

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Irma Barajas, City Clerk

Arnold M. 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: Tom Barrio, Director of Transportation

SUBJECT: MAXIMO Configuration and Customization - Request for Proposal No.18-30

DATE: October 10, 2018

RECOMMENDATION

That the City Council award a contract to AQUITAS Solutions for consulting services related to MAXIMO Configuration and Customization for the Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Acting City Manager to execute the Agreement on behalf of the City.

BACKGROUND

On February 6, 2018, the City issued a Request for Proposal (RFP) No. 18-30 for MAXIMO Configuration and Customization project to acquire an experienced and qualified IBM MAXIMO vendor to assist with the implementation and configuration of additional system modules and solve the challenges of current software issues. The notice inviting bids was published in the newspaper, the WAVE and on GreenSheet. The notice was also posted on the City's website, PlanetBids, transit industry websites, and TransitTalent.

A pre-proposal meeting was held on February 22, 2018, to discuss the scope of work for the project. As a result of the questions at the meeting and the questions received through PlanetBids, two addendas to the RFP were subsequently issued and published.

Four (4) responsive proposals were received on March 29, 2018. The four (4) proposers – AQUITAS Solutions, Birlasoft Inc., Field Consulting Services Inc., and Sentz Consulting Inc. – were invited to present to a review panel. The panel consisted of an interviewer from MBL Administration staff, Information System staff, and Maintenance

staff that evaluated each proposer on four elements that included: (1) General quality and responsiveness of proposal; (2) Statement of qualifications, experience and organizations relationship; (3) Work plan and technical approach; and (4) References from past clients.

Before making the final selection, the City asked for a firm fixed price from all vendors to provide Best and Final Offers. Field Consulting Inc. however, declined to provide a best and final on support/maintenance costs stating that they would need to be awarded a contract first prior to providing any firm fixed pricing. AQUITAS Solutions is ranked second in Average Scores and Task Cost sections and ranked first in Support/Maintenance section. The panel selected AQUITAS Solutions as the company that would best meet the needs of the City's Transportation Department for this project.

ANALYSIS

The chart below summarizes the proposals received by the City:

Company	Bid Amount <u>Task Cost</u>
Field Consulting Inc.	\$ 193,950.00
AQUITAS Solutions	\$ 299,762.00
Birlasoft Inc.	\$ 345,007.00
Sentz Consulting Inc	\$ 448,610.07
	<u>Support/Maint. (3 years)</u>
AQUITAS Solutions	\$ 45,000.00
Sentz Consulting Inc	\$ 110,923.16
Birlasoft Inc.	\$ 379,584.00
Field Consulting Inc.	\$ 150.00 * (per hour)

* TBD – vendor unable to estimate annual total cost

The three (3) member review panel evaluated the proposals based on the following scoring criteria:

1) General quality and responsiveness of proposal.....	15%
2) Statement of qualifications, experience and organizations relationships..	45%
3) Work plan and technical approach.....	30%
4) References from past clients.....	<u>10%</u>
Total %	100%

Below are the panel scores for each firm:

Company	Average Score
Birlasoft Inc.	95.00%
AQUITAS Solutions	94.33%
Field Consulting Inc.	89.00%

Sentz Consulting Inc

77.33%

After reviewing the proposals submitted by each firm, the review panel scores (including proposed fee/price) and interviews, staff agreed that AQUITAS Solutions and Birlasoft Inc. are comparable to each other. Support/maintenance cost of Birlasoft Inc.; however, is \$334,584 (744%) higher than AQUITAS Solutions in a 3-year period and beyond project funding availability. In the opinion of staff the firm with the best qualifications and experience that meets the needs of the City is AQUITAS Solutions.

FISCAL IMPACT

The cost of this project, as follows:

MAXIMO Configuration and Customization	\$ 299,762.00
Support/Maintenance (3 Years)	\$ 45,000.00
<u>Contingency (5% of base amount)</u>	<u>\$ 17,238.00</u>
Total	\$ 362,000.00

Funds for this project are available in the Fiscal Year 2018/19 Budget. Funding for this project, as follows:

FTA 5307	\$ 80,000.00
<u>STA/SGR FY 2019</u>	<u>\$ 282,000.00</u>
Total Funding	\$ 362,000.00

ATTACHMENTS

Draft Contract Agreement

AQUITAS Solutions BAFO

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT No. _____

FOR

MAXIMO Configuration and Customization

RFP NO. 18-30

This Contract Agreement ("Agreement") is made and entered into for the above stated project this **10th** day of **October, 2018** by and between the City of Montebello, as "AGENCY," and **AQUITAS Solutions** as "CONTRACTOR," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **MAXIMO Configuration and Customization** ("Project") as further described in RFP No. **18-30**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purposes of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONTRACTORS engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the

highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated **June 12, 2018** ("Compensation"). The total amount of the compensation shall not exceed the sum of **Three Hundred and Forty-four Thousand and Seven Hundred and Sixty-two dollars** (\$344,762). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur and debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONSULTANT shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY

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.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its sub-CONTRACTORS in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONTRACTORS, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating 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 AGENCY shall provide to CONSULTANT 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.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-CONTRACTPR, 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 AGENCY 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 CONSULTANT under the Agreement.

ARTICLE XV. 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-consultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVI. Notices

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:

To AGENCY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio
Director of Transportation
Phone: 323-558-1625
Email: RideMBL@cityofmontebello.com

To CONTRACTOR: AQUITAS Solutions
300 Colonial Center Parkway, Suite 100
Roswell, GA 30076
Attention: Mr. Ed Morris
Regional Sales Director
Phone: 678-222-3462
Email: emorris@aquitas-solutions.com

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 2018.

CITY OF MONTEBELLO
("CITY")

("CONTRACTOR")

Jack Hadjinian, Mayor Pro-Tem

Federal Tax Identification No. _____

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AQUITAS

Item No.	Task Description	Consultant Role	Hours Estimate	Rate	Line Total	Weeks Onsite	Estimated Expenses	Notes
1	Project Initiation, Planning	Principal Consultant	16	\$190	\$3,040	0	\$0	Project Kickoff Activities
2	Maximo Requirements & Business Process Review	Senior Consultant	120	\$180	\$21,600	3	\$5,250	Scope includes process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues) as identified in the RFP Section III.
3	Data Migration Strategy Workshop	Data Analyst	24	\$175	\$4,200	1	\$1,750	Discuss Load strategies for Locations and Job Plans, Work Codes (if necessary) and any additional update loading of existing PM's
4	EAM Data Assessment	Technical Consultant	0	\$120	\$0	0	\$0	Covered by line 16 (Data Optimization and Enhancement (Data Validation))
5	User Roles Definition (Security & Training Purposes)	Senior Consultant	16	\$180	\$2,880	0	\$0	Define roles to build proper security groups and training material
6	Maximo Application Design-Core	Senior Consultant	80	\$180	\$14,400	0	\$0	Assumes Design specifications created for each Maximo application based on requirements gathered in Item number 2 above. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development	Senior Consultant	80	\$180	\$14,400	0	\$0	Provide Montebello an Excel spreadsheet of testing tasks that the City can develop further into detailed testing scripts for the Work Order Tracking application & inventory processes all centered around OOTB mobile solutions.
8	Training Plan Development	Trainer	0	\$185	\$0	0	\$0	(8 hours) Excluded from scope now as optional and is based on the roles defined and the plan on how training will be delivered
9	On-Going Project Management	Principal Consultant	210	\$190	\$39,900	1	\$1,750	15% of total hours
10	Maximo Installation	Network Engineer	0	\$185	\$0	0	\$0	Covered by Item 11 (Maximo Technical Upgrade)
11	Maximo Technical Upgrade	Network Engineer	188	\$185	\$34,780	0	\$0	Now in Maximo 7.5.0.6 with Transportation 7.5.1.0 and Anywhere 7.6.0.0 on SQL Server 2008 db & moving to Maximo 7.6 with Transportation & Anywhere in two environments.
12	WebSphere Clustering/Load Balancing	Network Engineer	0	\$185	\$0	0	\$0	Covered by item 11 (Maximo Technical Upgrade \$ assumes less than 35 concurrent users)
13	Maximo Configuration	Senior Consultant	120	\$180	\$21,600	0	\$0	3 weeks for asset, work & inventory management
14	Workflow Configuration or report development	Senior Consultant	80	\$180	\$14,400	0	\$0	Maximo Workflow or report development to review/approve FTA Force account work orders which is now being done manually
15	Data Loading	Data Analyst	40	\$175	\$7,000	0	\$0	Confirm data is already loaded.
16	Data Optimization and Enhancement (Data Validation)	Technical Consultant	40	\$120	\$4,800	0	\$0	Run IBM automated tools to confirm data integrity and provide Montebello reports of errors and assist with clean-up as time permits within the available hours for this task.
17	Maximo Custom Training Material Development	Technical Consultant	40	\$120	\$4,800	0	\$0	Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training	Trainer	40	\$185	\$7,400	0.5	\$875	Assumes one class up to 12 people OJT delivery method with no custom training material.
19	Maximo System Administration Training	Trainer	24	\$185	\$4,440	0.5	\$875	Training is OJT delivery method with no training materials.
20	Maximo End User Classroom Training	Trainer	40	\$185	\$7,400	1	\$1,750	2 classes at an average of 16 hours per class. Does not include custom training material development. Note - may not be needed if train the trainer training is utilized.
21	User Acceptance & System Testing Support	Senior Consultant	40	\$180	\$7,200	1	\$1,750	Assumes client will own the majority of testing and defects will be resolved by Aquitas
22	Environment Migration Support	Senior System Analyst	32	\$190	\$6,080	0	\$0	Assumes 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation	Mobile Architect	80	\$185	\$14,800	0	\$0	Currently using Issues & Returns Anywhere application. Within the available hours for this task the scope includes providing transfer of knowledge of use/effort for potentially adding the Work Execution, Transfers & Receiving and Physical Count Anywhere applications out of the box (OOTB) to the existing infrastructure with no customizations.
24	Maximo Everyplace Implementation Demonstration	Mobile Architect	6	\$185	\$1,110	0	\$0	Demonstrate Everyplace functionality of 3 work and/or inventory management applications. Assumes Maximo Everyplace will not be implemented. If Everyplace is to be implemented the effort increases to 40 hours per application implemented.
25	Maximo BIRT Report Development	Technical Consultant	80	\$120	\$9,600	0	\$0	Assumes 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report
26	Go-Live Preparations, Cutover, and Post-Production Support	Implementation Team	148	\$164	\$24,272	1	\$1,750	Assumes 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout	Principal Consultant	24	\$190	\$4,560	0	\$0	Delivery of finalized and updated specification.
28	Data Integration Assessment/Integration Workshop	Principal Consultant	40	\$190	\$7,600	1	\$1,750	Conduct an integration workshop and create an integration planning document (IPD) for an integration to Fuel Master and Tyler ERP. The IPD, deliverable of the workshop, is a quasi-high-level functional specification for the integrations and outlines the configuration effort. A change order will need to be issued for the actual integration configuration effort based on the IPD.
Sub-Totals			1608		\$282,262	10	\$17,500	based on \$1750/week
Est. Travel Expenses (\$1750/week) for 10 weeks					\$17,500			
Total Cost (incl. estimated expenses)					\$299,762			

1	Support/Maintenance (3 year cost)				\$45,000	0	\$0	Includes up to a 40 hour effort for a standard Maximo Feature Pack (upgrade) once a year if desired. If the Feature Pack installation requires more than 40 hours effort a Change Order will be created for the effort in excess of 40 hours. Includes up to 40 hours per year of BIRT report development. Cost is \$15K/year.
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CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Approval of Bus Purchase from Creative Bus Sales for the Low Carbon Transit Operations Program

DATE: October 10, 2018

RECOMMENDATION

That the City Council:

- 1) Waive competitive bidding procedures relating to use of allocated California Low Carbon Transit Operations Program funding for Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express, as authorized by the Montebello Municipal Code and State law, by finding that such use is in the best interest and convenience of the City; and
- 2) Approve/award the purchase of Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express from Creative Bus Sales in the amount of \$165,737.72.

BACKGROUND

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

The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018. On May 9, 2018, the City Council approved an appropriation in the Transportation Department's Budget for Fiscal Year 2017-2018 for the allocated LCTOP funds to be used to purchase Montebello Bus Lines' Route 70 New Cutaway Bus (modified vehicle) for the Limited Stops Express.

Pursuant to Montebello Municipal Code Section 3.20.120 and the California Public Contracts Code, the City Council may waive competitive bidding requirements for the purchase of this new cutaway bus, and award/approve the purchase from Creative Bus Sales as part of a joint procurement with CALACT/MBTA in the best interest and convenience of the City.

FISCAL IMPACT

\$165,737.72 of LCTOP funds will be used from the Transportation Department's FY 2017-18 operating budget for the Montebello Bus Lines' Route 70 New Cutaway Bus. There is no impact on the General Funds.

SUMMARY

The City of Montebello is an eligible fund recipient for Low Carbon Transit Operations Program (LCTOP) funds allocated by the California Department of Transportation, Division of Rail and Mass Transportation. The City was allocated \$168,300 in LCTOP funds for Fiscal Year 2017-2018, and City Council previously approved such funding to be allocated to fund the Montebello Bus Lines' Route 70 New Cutaway Bus.

The City Council will consider (1) waiving competitive bidding procedures relating to use of allocated California Low Carbon Transit Operations Program funding for Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express, as authorized by the Montebello Municipal Code and State law, by finding that such use is in the best interest and convenience of the City and 2) approving/awarding the purchase of Montebello Bus Lines' Route 70 New Cutaway Bus for the Limited Stops Express from Creative Bus Sales in the amount of \$165,737.72

ATTACHMENT

None

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award Vehicle Body Repair and Painting Contract,
Request for Quotes No. Q-18-81

DATE: October 10, 2018

RECOMMENDATION

It is recommended that City Council:

- 1) Award a contract to Montebello Autocraft, Inc.
- 2) Authorize the Acting City Manager to execute the Contract Agreement on behalf of the City.

BACKGROUND

On June 26, 2018, the City issued Request for Quotes (RFQ) No. Q-18-81 for City Vehicle Body Repair and Painting Services for identified City departments, as the City is responsible for vehicle repair and painting services of all city-owned vehicles. The automotive body work is on an as-needed bases and the estimated annual cost for such work is \$35,000, based on previous year's expenditures.

ANALYSIS

The Notice Inviting Bids/Proposals was published on Planet Bids on June 26, 2018 and re-issued on July 11, 2018 due to a lack of respondents. The City received three (3) proposals on July 10, 2018 and July 26, 2018. Results of the bids are as follows:

<u>Company</u>	<u>Bid Amount</u>				
Body/Dent Repair	Hourly Labor				
	<u>Year1</u>	<u>Year2</u>	<u>Year3</u>	<u>Year4</u>	<u>Year5</u>
Montebello Autocraft Inc.	\$42	\$43	\$44	\$44	\$44
Truck Pros. Inc.	\$45	\$45	\$45	\$45	\$45
A and A Fleet Painting Inc.	\$55	\$60.50	\$66.55	\$73.20	\$80.52

Painting

	Hourly Labor				
	<u>Year1</u>	<u>Year2</u>	<u>Year3</u>	<u>Year4</u>	<u>Year5</u>
Montebello Autocraft Inc.	\$42	\$43	\$44	\$44	\$44
Truck Pros. Inc.	\$45	\$45	\$45	\$45	\$45
A and A Fleet Painting Inc.	\$50	\$55	\$60.50	\$66.55	\$73.20

Mechanical/Electrical

	Hourly Labor				
	<u>Year1</u>	<u>Year2</u>	<u>Year3</u>	<u>Year4</u>	<u>Year5</u>
Montebello Autocraft Inc.	\$70	\$70	\$70	\$70	\$70
Truck Pros. Inc.	\$85	\$85	\$85	\$85	\$85
A and A Fleet Painting Inc.	\$70	\$77	\$84.70	\$93.17	\$102.48

OEM Parts

	<u>% Discount from Manufacturers' List</u>	<u>Paint Material Rate</u>
Montebello Autocraft Inc.	20%	\$36
Truck Pros. Inc.	5%	\$32
A and A Fleet Painting Inc.	20%	\$48

Staff has evaluated the bidders' proposals based on the criteria, which covered the proposer's qualifications and experience, quality and effectiveness of approach to perform the work and cost. Montebello Autocraft, Inc. is the firm with the best qualifications and experience that meets the needs of the City and its proposed cost is fair and reasonable. Therefore, staff recommends awarding the contract to Montebello Autocraft, Inc.

FISCAL IMPACT

As part of the approved Fiscal Year 2018/2019 City Budget, funds for Vehicle Repair and Painting services have been appropriated in the Maintenance and Operations Budgets of the following departments: Public Works, Police, Fire, Parks & Community Services, and Transportation.

SUMMARY

The City Council will consider awarding a Contract Agreement to Montebello Autocraft, Inc. for Request for Quotes (RFQ) No. Q-18-81 for Vehicle Repair and Painting Services for designated City departments and will consider authorizing the Acting City Manager to execute the Contract Agreement on behalf of the City.

The contract shall be a firm-fixed price contract for an initial one-year term, with options to renew for four additional one-year terms.

ATTACHMENTS

Proposed Price Sheet

Draft Contract Agreement

MONTEBELLO AUTOCRAFT, INC

1635 W. Whittier Blvd., Montebello, CA 90640

Ph (323) 726-9705 Fax (323) 726-9702

montebelloautocraft@yahoo.com

July 19, 2018

Mr. José Melendez
Interim Vehicle Maintenance Manager
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

Dear Mr. Melendez,

Montebello Autocraft, Inc is delighted to have the opportunity to respond to your request for proposals to bid on the body repair and painting of City vehicles. The accompanying proposal provides a comprehensive response to all of the requirements outlined by **RFQ Q-18-81A**.

As per the RFQ instructions I present to you a quick overview of the proposal's content:

RFQ Summary

The City of Montebello is issuing this Request for Quote (RFQ) for vehicle body repair and painting on an as needed basis for city vehicles and equipment. The scope of the work is to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass/windshield repair/replacement, upholstery repair/replacement, painting all or portions of vehicle bodies, and other repair services.

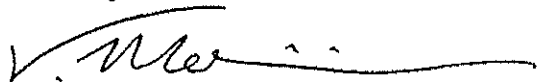
The City is seeking an agreement for a 12-month period, with four (4) one-year options that could be exercised at the discretion of the City. The proposer must have a minimum of five (5) years recent experience performing similar work/services. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City. Compensation will be based on the prices proposed on the bid form attached as Attachment A.

Montebello Autocraft's Proposal

Montebello Autocraft, Inc proposes to provide auto body repair and painting services to the City of Montebello ("City") on an as needed basis. The company has been in business since 2007 performing auto body repair and paint work/services for a range of customers: individuals and corporate/government agencies alike, the City of Montebello, included. The company meets all the qualifying measures stated in the RFQ, such as the minimum requirement of five (5) years recent experience; the legal ability to conduct business; estimating methods; body repair methods; painting methods; just to name a few. Montebello Autocraft, Inc. compensation will be based on the prices proposed on the bid form attached as Attachment A.

Many thanks for this opportunity and if selected, I guarantee you will continue to be satisfied by the quality of our services. In addition to the contact information contained in the letterhead, you may reach me directly via cell at (323) 552-8701 or email to vmahserej@gmail.com. Also note that upon approval of this bid, and the establishment of a service contract, Montebello Autocraft, Inc is prepared to begin working on City vehicles right away.

Sincerely,



Mr. Varoujan Mahserejian
Owner

PROPOSED PRICE SCHEDULE

Attachment A

RFQ Q-18-81

Hourly Labor	YEAR1	YEAR2	YEAR3	YEAR 4	YEAR 5
Body/Dent Repair	\$ 42	\$43	\$44	\$44	\$44
Painting	\$ 42	\$43	\$44	\$44	\$44
Mechanical/Electrical	\$ 70	\$70	\$70	\$70	\$70

OEM Parts

Percentage discount from manufacturers' list 20 %

Paint Materials Rate \$ 36

Name of Paint Manufacturer(s) (list all)

DuPont / Xalta

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes ☒ or No ☐ (Net 45 days)

If Yes, the Payment Discount is 5 % for payment within 30 calendar days, which

will be computed from the date that delivery is made and is accepted by CMTBL, or the date a proper invoice is received, whichever is later.

City of Montebello



REQUEST FOR QUOTES FOR VEHICLE BODY REPAIR and PAINTING

RFQ: Q-18-81

Issued : June 26, 2018
Questions Due : June 29, 2018
Respond to Questions : July 3, 2018
Due Date: July 10, 2018 at 10:00 a.m.

**NOTICE INVITING REQUEST FOR QUOTES
FOR VEHICLE BODY REPAIR and PAINTING**

RFQ Q-18-81

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites quotes for the above stated project. Quotes 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 10:00 a.m. on Tuesday, July 10, 2018.

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

Quotes must be prepared on the approved quote forms in conformance with the instructions to proposers and submitted as required.

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

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

The contact person for this RFQ is Jose Melendez, Interim Vehicle Maintenance Manager at (323) 216-9705 or to email jmelendez@cityofmontebello.com.

Introduction:

The City of Montebello is issuing this Request for Quote (RFQ) for vehicle body repair and painting on an as needed basis. City of Montebello ("City") shall award a contract to the responsible proposer whose proposal is most advantageous to the City, i.e. the "best value," with price and other factors considered. The City reserves its right to award to other than the low bidder.

Term of Agreement

The City is seeking an agreement for a 12-month period, with four (4) one-year options that could be exercised at the discretion of the City. The initial 12-month period would span from August 1, 2018 through July 31, 2019, with the four (4) one-year option periods ending on July 31, 2020, July 31, 2021, July 31, 2022 and July 31, 2023, respectively

Compensation

The proposer shall complete the price proposal form attached as Attachment A. These prices and discounts shall apply to all goods and services provided pursuant to this contract.

Project Description

The selected proposer will provide body repair and painting services to the City of Montebello ("City") on an as needed basis. The proposer must have a minimum of five (5) years recent experience performing similar work/services. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City. Compensation will be based on the prices proposed on the bid form attached as Attachment A.

Body Repair and Painting:

The proposer will provide auto body repair and painting services for city vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass/windshield repair/replacement, upholstery repair/replacement, painting all or portions of vehicle bodies, and other repair services.

Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will obtain new decals from the City decal provider and apply new decals to the repaired vehicle. Decal removal and installation are to be included in the repair estimate.

All bodywork will receive at least three coats of primer: two (2) during bodywork repair, and a minimum of one (1) during painting process.

General Shop Requirements:

The proposer's body shop will meet the following minimum requirements:

- a) Be able and legally authorized to perform complete body repairs, as well as paint vehicles and equipment.
- b) Federal, State and local licenses and/or certifications must be current and in good standing.

- c) Maintain a paint booth that is in legal compliance with all applicable laws.
- d) Maintain a secure storage area for all City owned vehicles. 24/7 centrally monitored alarm system and outdoor security cameras.
- e) Possess a MIG and TIG welder or other electric spot welding equipment for body welding. Gas welding is not acceptable. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- f) Be available during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

Estimate Process Requirements:

The proposer will provide estimates for body repair and painting on an as needed basis as requested by the City.

Estimates will include:

- a) Year, make, model and mileage of vehicle
- b) License plate number, VIN number and assign city identification number
- c) BOLDLY state if the estimate is in relation to an incident and note the incident report number and date, if any
- d) Itemized list of description of work to be performed
- e) Estimated number of labor hours of task
- f) Itemized list of parts and paint materials costs
- g) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- h) Sales tax and total repair estimate
- i) Approximate schedule to complete the repairs after receiving a notice to proceed
- j) If applicable, any recommendations for future repairs
- k) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used

Prior to any repair, the proposer and Transportations Department Manager will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City in writing in advance of work being performed. Repair work will not start until a notice to proceed is received in the form of a purchase order.

If the City and the proposer cannot agree on an estimate, City reserves the unilateral right to solicit for bids and award to another service provider. Repeated failure to agree on estimates may result in contract termination.

Proposer will assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the City under this contract.

Parts:

All parts used to provide automotive body repair will be new Original Equipment Manufacturer (OEM). Any and all incidentals charges shall be included in proposer's hourly rate. Proposers shall

furnish new unused O.E.M., remanufactured O.E.M., vehicle body parts, materials and labor as required in accordance with the provisions and specifications contained herein.

Alignment:

Proposer agrees to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. Proposer will ensure personnel or sub-contractor is qualified to perform alignment work.

Frame Work:

Proposer agrees to perform frame straightening of all vehicles when needed. Proposer will ensure personnel or sub-contractor is qualified to perform all frame work.

Airbag Components:

All airbag components shall be replaced with NEW O.E.M. parts when the decision has been made to replace the components.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of-the-art painting and paint matching systems, mixing tools, and spraying tools:

- Primer
- Base Coat
- Clear Coat (either solvent or water based)

Acceptable Paint Manufacturers:

All paints used will be supplied from a qualified and reputable paint manufacturer, such as, but not limited to: DuPont/Xalta and/or PPG. Proposers shall provide the name of the paint manufacturer uses in each estimate.

Warranty:

The proposer shall specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in body work or paint finish.

Pickup and Delivery:

The proposer will provide prompt free pickup and delivery of vehicles, including vehicle tow as necessary, when repairs or painting is required. The repaired vehicles will be returned to Montebello Transportation Department by personnel with the knowledge necessary to review and discuss the quality of completeness of the repairs and review the vehicle condition report with city representative. If it is determined that the vehicle is not properly repaired, the vehicle will be returned to the proposer's shop for repair and delivery at no additional charge to City. All vehicles shall be returned to city within 24 hours of completion of repairs.

Time for Performance:

Time is of the essence in returning city vehicles to service. The successful proposer agrees that work assigned under contract shall receive priority over the other work in its shop, unless specific prior approval has been obtained from the City.

If City determines that the workload of the proposer is such that timeliness is not possible in a given situation, City reserves the unilateral right to solicit for bids and award to a backup service provider. Repeated assignments to a backup service provider may result in contract termination.

Estimated Amount of Work:

The proposer shall perform such work as required by the City as needs are determined. The City has estimated that approximately \$35,000 will be spent in automotive body work during each year of the contract. This figure is only an estimate and is not a binding guarantee of the work to be done under the contract. Actual requirements may be more or less than the amounts estimated.

The RFQ items listed are for evaluation purposes only. The quantities and items specified are estimates only of City's requirements. It is the intent of this RFQ to provide one comprehensive award for all City vehicles and equipment with a single discount structure, however, the City reserves the right to make multiple contract awards.

Review of Proposals, Selection Criteria and Award

Upon receipt of the quotes, City shall review and evaluate the proposals for responsiveness to the RFQ in order to determine whether proposers possess the qualifications necessary to provide the goods and services. City may request clarifications of proposals directly from the proposers. City reserves the right to waive any minor irregularities, informalities or oversights in the RFQ documents, or any corresponding proposals at its sole discretion.

City of Montebello may interview qualified proposers and conduct a walk-through of proposers' body shop and other facilities. The City may negotiate directly with qualified proposers and may request a final best offer from one or more proposers.

In reviewing the proposals, and negotiating with qualified proposers, City will consider the following evaluation criteria:

- Responsiveness to RFQ
- Experience

- Project understanding
- References
- Alternative proposed language for the agreement, if any
- Pricing

The City reserves the right to reject any or all Proposals, amend the RFQ, 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 RFQ. The contractor, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFQ. The City may choose to interview one or more contractors responding to this RFQ, 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 RFQ.

Standard Agreement

The City has provided a copy of the Standard Agreement (sample attached). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected contractor to enter into a Maintenance Services Agreement with the City. The contractor will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the contractor's proposal.

Prevailing Wages

The Contractor agrees to abide by the requirements under Section 1773.2 of the Labor Code of the State of California for general prevailing wages as specified below: 1.1.6 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed.

A copy of said wage rates is available from the State of California Department of Industrial Relations website: <http://www.dir.ca.gov/OPRL/PWD/Southern.html>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

Right to Reject All Proposals/Quotes

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the

proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The Contractor is responsible for verifying all site conditions and all considerations shall be made in preparation of their proposal. The specification is intended to be as detailed as possible; however, proposers shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Proposal Submittals

Proposals will be received through **10:00 A.M. on July 10, 2018**. All proposals must be submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Proposers must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There are no fees to register and bid on this Request for Proposals.**

Proposal Preparation Costs:

Issuance of this RFQ does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a proposal. The City will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to the preparation and submission of a proposal shall be paid by the respondent.

Changes, Additions or Clarifications:

Any changes, additions or clarifications to the RFQ will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the City website, <http://cityofmontebello.com/rfp-info>.

Requests for clarifications about this RFQ may be submitted at any time prior to 5:00 p.m. on June 29, 2018. Questions and/or requests for clarifications may be submitted in writing via e-mail to:

Jose Melendez, Interim Vehicle Maintenance Manager
jmelendez@cityofmontebello.com

Responses will be posted on the City website, <http://cityofmontebello.com/rfp-info>, no later than 5:00 p.m., July 03, 2018.

Form of Proposals:

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the firm's competence and professional qualifications for the satisfactory performance of the services:

1. Include a cover letter with a summary of the proposal and a contact name and information for the proposal. The cover letter must be signed by the chief executive officer, owner, or chair of the proposer.
2. Provide a company profile including the proposer's name, business address, and telephone number, as well as a brief description of the proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure.
3. Provide a fully completed bid sheet in the form attached as Attachment A.
4. Specifically indicate any requirements in this RFQ which are not acceptable or cannot be performed.
5. Provide five (5) references for vehicle body repair and paint from the last two (2) years.

This RFQ does not commit City to award a contract. The City reserves the right to accept or reject any or all proposals. No proposal shall be binding upon the City until after a contract is executed by duly authorized representatives of City of Montebello and the selected proposer.

Licenses, Permits, Taxes:

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

Equal Employment Opportunity:

Each proposer must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

PROPOSED PRICE SCHEDULE

Attachment A

RFQ Q-18-81

Hourly Labor	YEAR1	YEAR2	YEAR3	YEAR 4	YEAR 5
Body/Dent Repair	\$				
Painting	\$				
Mechanical/Electrical	\$				

OEM Parts

Percentage discount from manufacturers' list _____ %

Paint Materials Rate \$ _____

Name of Paint Manufacturer(s) (list all)

_____	_____
_____	_____
_____	_____

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [] (Net 45 days)

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date that delivery is made and is accepted by CMTBL, or the date a proper invoice is received, whichever is later.

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

SAMPLE

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Vehicle Body Repair and Painting services for the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Vehicle Body Repair and Painting Services for the City of Montebello ("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 Vehicle Body Repair and Painting services as set forth fully in the Request for Quotes, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to four (4) 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.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of

such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

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

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

SECTION 20. MISCELLANEOUS.

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

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

SECTION 21. NOTICE.

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

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

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Andrew Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

SAMPLE

Exhibit "A"
REQUEST FOR QUOTES

Exhibit "B"
PROPOSED PRICE SCHEDULE

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. 1454, consisting of four pages, and
including**

Warrant No. 580110 through 580259;

Warrant No. 1408 through 1409;

**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 10th DAY OF OCTOBER, 2018.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk

ITEM #24



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
580110*	09/20/2018	\$14,843.34	CONTRACT SERVICES	2184	PRO FORMA ADVISORS, LLC
580111	09/27/2018	\$110.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
580112	09/27/2018	\$1,656.78	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
580113	09/27/2018	\$1,548.88	SUPPLIES	614	ARROW INTERNATIONAL, INC.
580114	09/27/2018	\$275.94	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
580115	09/27/2018	\$6,379.02	UTILITY SERVICES	39550	AT&T
580116	09/27/2018	\$678.19	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580117	09/27/2018	\$453.53	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580118	09/27/2018	\$672.83	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580119	09/27/2018	\$672.83	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580120	09/27/2018	\$994.43	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
580121	09/27/2018	\$3,835.12	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
580122	09/27/2018	\$69.94	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580123	09/27/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
580124	09/27/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
580125	09/27/2018	\$17,484.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
580126	09/27/2018	\$12,943.55	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
580127	09/27/2018	\$174.98	MAIL/ POSTAL EXPENSE	503	NEOPOST USA INC.
580128	09/27/2018	\$354.51	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
580129	09/27/2018	\$203.94	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
580130	09/27/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
580131	09/27/2018	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH

580132	09/27/2018	\$43,555.22	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
580133	09/27/2018	\$21,060.44	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
580134	09/27/2018	\$271.81	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
580135	09/27/2018	\$856.29	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
580136	09/27/2018	\$2,720.84	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
580137	10/02/2018	\$8,751.84	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
580138	10/02/2018	\$554.42	UTILITY SERVICES	38380	AT&T
580139	10/02/2018	\$53.88	UTILITY SERVICES	39550	AT&T
580140	10/02/2018	\$177.09	UTILITY SERVICES	39550	AT&T
580141	10/02/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580142	10/02/2018	\$1,279.40	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580143	10/02/2018	\$1,277.70	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
580144	10/02/2018	\$56.23	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
580145	10/02/2018	\$1,186.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
580146	10/02/2018	\$1,518.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
580147	10/02/2018	\$319.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
580148	10/02/2018	\$7,852.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
580149	10/02/2018	\$2,257.44	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
580150	10/02/2018	\$20,095.36	WATER PURCHASE	4760	MONTEBELLO LAND & WATER CO.
580151	10/02/2018	\$71.62	UTILITY SERVICES	36610	CITY OF PICO RIVERA
580152	10/02/2018	\$2,400.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580153	10/02/2018	\$200.00	TRAINING	121	ROSEMARY SANCHEZ
580154	10/02/2018	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
580155	10/02/2018	\$813.58	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
580156	10/02/2018	\$4,297.71	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
580157	10/02/2018	\$1,153.85	FRINGE BENEFITS	58990	VISION SERVICE PLAN
580158	10/03/2018	\$2,718.55	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
580159	10/03/2018	\$523.41	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING

580160	10/03/2018	\$30.81	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING, INC.
580161	10/03/2018	\$100.00	TRAVEL & MEETINGS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
580162	10/03/2018	\$319.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
580163	10/03/2018	\$224.81	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
580164	10/03/2018	\$132.70	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
580165	10/03/2018	\$249.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
580166	10/03/2018	\$2,846.14	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
580167	10/03/2018	\$273.68	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
580168	10/03/2018	\$456.27	UTILITY SERVICES	23610	VERIZON WIRELESS
580169	10/03/2018	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
580170	10/03/2018	\$5,855.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
580171	10/03/2018	\$5,870.50	CONTRACT SERVICES	17680	ALVARADOSMITH
580172	10/03/2018	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
580173	10/03/2018	\$131,614.12	IMPROVEMENTS OTHER THAN BUILDI	37720	ADVANCED APPLIED ENGINEERING, INC.
580174	10/03/2018	\$430.52	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
580175	10/03/2018	\$236,254.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
580176	10/03/2018	\$6,881.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
580177	10/03/2018	\$8,176.15	CONTRACT SERVICES	299	BALLARD & BALLARD INVESTIGATIONS
580178	10/03/2018	\$570.00	REFUND	2217	MARGARET BARKER
580179	10/03/2018	\$415.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
580180	10/03/2018	\$2,998.50	CONTRACT SERVICES	2119	BETTER 4 YOU BREAKFAST, INC.
580181	10/03/2018	\$89.42	SUPPLIES	45580	BISHOP SUPPLY COMPANY, INC.
580182	10/03/2018	\$824.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
580183	10/03/2018	\$1,119.46	SUPPLIES	37190	CALIFORNIA PRISON INDUSTRY AUTHORITY
580184	10/03/2018	\$21,397.06	CONTRACT SERVICES	52070	TOM CAMACHO
580185	10/03/2018	\$357.02	SUPPLIES	1871	CHAIRSTABLES COMSEAT
580186	10/03/2018	\$846.60	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
580187	10/03/2018	\$971.59	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC

580188	10/03/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
580189	10/03/2018	\$240.00	INCURRED CLAIMS	1643	COMPANY NURSE
580190	10/03/2018	\$1,273.80	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
580191	10/03/2018	\$1,450.78	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
580192	10/03/2018	\$133.03	SUPPLIES	13360	DELL MARKETING L.P.
580193	10/03/2018	\$1,305.83	VEHICLE MAINTENANCE/EXPENSES	1592	ELLSWORTH TRUCK & AUTO MACHINING
580194	10/03/2018	\$625.37	SUPPLIES	7610	EWING IRRIGATION PRODUCTS,INC.
580195	10/03/2018	\$8,444.63	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
580196	10/03/2018	\$1,020.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES
580197	10/03/2018	\$6,861.07	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
580198	10/03/2018	\$129.98	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
580199	10/03/2018	\$195.00	DUES & SUBSCRIPTIONS	11420	GOLF COURSE SUPERINTENDENTS ASSOCIATION
580200	10/03/2018	\$4,256.23	SUPPLIES	2059	HASA, INC.
580201	10/03/2018	\$150.00	REFUND	2214	KARLA HERNANDEZ
580202	10/03/2018	\$826.16	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
580203	10/03/2018	\$280.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
580204	10/03/2018	\$650.30	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
580205	10/03/2018	\$3,845.00	CONTRACT SERVICES	1054	IVAN STEPANYAN/IVAN'S AIR CONDITIONING
580206	10/03/2018	\$154.31	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
580207	10/03/2018	\$3,082.80	SUPPLIES	26670	LIFE-ASSIST, INC.
580208	10/03/2018	\$75.00	REFUND	2216	EUN SUK LIM
580209	10/03/2018	\$1,157.29	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
580210	10/03/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
580211	10/03/2018	\$497.86	MACHINERY & EQUIPMENTS	1435	JOSE MANUEL ESPEJO CASTELLANOS/MATCO
580212	10/03/2018	\$198.49	TRAVEL & MEETINGS	116	ADAM MITCHELL
580213	10/03/2018	\$4,614.23	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
580214	10/03/2018	\$121.16	VEHICLE MAINTENANCE/EXPENSES	57780	MONARCH BEARING CO., INC.

580215*	10/03/2018	\$271.37	SUPPLIES	2196	MONEY SYSTEMS TECHNOLOGY, INC.
580216	10/03/2018	\$13,318.85	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
580217	10/03/2018	\$250.00	REFUND	2219	ELAINE MUNOZ
580218	10/03/2018	\$12,977.77	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
580219	10/03/2018	\$821.25	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
580220	10/03/2018	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
580221	10/03/2018	\$8,885.93	MACHINERY & EQUIPMENTS	503	NEOPOST USA INC.
580222	10/03/2018	\$216.73	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
580223	10/03/2018	\$994.84	SUPPLIES	15620	OFFICE DEPOT
580224	10/03/2018	\$385.00	CONTRACT SERVICES	876	PACIFIC OIL COMPANY
580225	10/03/2018	\$499.68	RETIREMENT BENEFIT	42490	LINDA PAYAN
580226	10/03/2018	\$1,306.92	SUPPLIES	538	PCMG, INC.
580227	10/03/2018	\$200.00	PERMITS AND FEES	532	MARCO A. PENUELAS-SOLIS
580228*	10/03/2018	\$3,596.80	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
580229	10/03/2018	\$73.60	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
580230	10/03/2018	\$534.04	CONTRACTORS	2220	RISK MANAGEMENT SPECIALIST INC.
580231	10/03/2018	\$250.00	REFUND	1183	SANDRA RODRIGUEZ
580232	10/03/2018	\$56.94	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
580233	10/03/2018	\$8,583.50	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580234	10/03/2018	\$41,005.92	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580235	10/03/2018	\$6,551.26	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580236	10/03/2018	\$1,149.48	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580237	10/03/2018	\$333.96	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580238	10/03/2018	\$3,230.72	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580239	10/03/2018	\$4,932.64	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580240	10/03/2018	\$22,568.66	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
580241	10/03/2018	\$18,445.46	CONTRACT SERVICES	1868	SHEPPARD MULLIN RICHTER & HAMPTON LLP
580242	10/03/2018	\$26,347.23	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.

580243	10/03/2018	\$1,650.67	RETIREMENT BENEFIT	9340	GEORGE S. SIMONIAN
580244	10/03/2018	\$704.92	SUPPLIES	17650	SIMPLOT PARTNERS
580245	10/03/2018	\$2,100.00	CONTRACT SERVICES	68000	JORGE SOTO
580246*	10/03/2018	\$16,665.53	CONTRACT SERVICES	2146	SPORTS FACILITIES GROUP, INC.
580247	10/03/2018	\$2,400.00	CONTRACT SERVICES	72100	LEO ARNOLD/SUNSET DETECTIVES
580248	10/03/2018	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
580249	10/03/2018	\$303.10	MAIL/ POSTAL EXPENSE	697	MAILROOM FINANCE INC./TOTALFUNDS BY HASLER
580250	10/03/2018	\$390.00	ADVERTISING/PRINTING SERVICES	49720	MARK C. CHUMLEY/TRANSIT LINE ART
580251	10/03/2018	\$22,495.20	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS, LLC
580252	10/03/2018	\$475.43	RETIREMENT BENEFIT	27300	ROBERT C. TUFANO
580253	10/03/2018	\$4,719.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
580254	10/03/2018	\$136.00	REFUND	2223	VERIZON
580255	10/03/2018	\$75.00	REFUND	2215	PREETHA VISHNU
580256	10/03/2018	\$1,222.02	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC COMPANY
580257	10/03/2018	\$538.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
580258	10/03/2018	\$21,410.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
580259	10/03/2018	\$3,679.20	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
Total		\$937,344.62			
6093 - Successor Agency					
1408	10/03/2018	\$950.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS, INC
1409	10/03/2018	\$4,100.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
Total		\$5,050.00			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

Payment Register

CITY OF MONTEBELLO
REGISTER OF DEMANDS NO. 1454

From Payment Date: 9/20/2018 - To Payment Date: 10/3/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
580110 *	09/20/2018	PRO FORMA ADVISORS, LLC	\$14,843.34
580111	09/27/2018	ALFONSO TIRES & REPAIRS, INC.	\$110.00
580112	09/27/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,656.78
580113	09/27/2018	ARROW INTERNATIONAL, INC.	\$1,548.88
580114	09/27/2018	ARTE PRINTING	\$275.94
580115	09/27/2018	AT&T	\$6,379.02
580116	09/27/2018	BIRCH COMMUNICATIONS	\$678.19
580117	09/27/2018	BIRCH COMMUNICATIONS	\$453.53
580118	09/27/2018	BIRCH COMMUNICATIONS	\$672.83
580119	09/27/2018	BIRCH COMMUNICATIONS	\$672.83
580120	09/27/2018	BIRCH COMMUNICATIONS	\$994.43
580121	09/27/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,835.12
580122	09/27/2018	CHARTER COMMUNICATIONS	\$69.94
580123	09/27/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
580124	09/27/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00
580125	09/27/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$17,484.50
580126	09/27/2018	MONTEBELLO TIRE PROS	\$12,943.55
580127	09/27/2018	NEOPOST USA, INC.	\$174.98
580128	09/27/2018	P & R PAPER SUPPLY COMPANY INC.	\$354.51
580129	09/27/2018	PRUDENTIAL OVERALL SUPPLY	\$203.94
580130	09/27/2018	RICOH AMERICAS CORP.	\$10,671.98
580131	09/27/2018	RICOH AMERICAS CORP.	\$578.70
580132	09/27/2018	SAWYER PETROLEUM	\$43,555.22
580133	09/27/2018	SOUTHERN CALIFORNIA EDISON	\$21,060.44
580134	09/27/2018	SOUTHERN CALIFORNIA GAS CO.	\$271.81
580135	09/27/2018	SUEZ WTS SERVICES USA, INC.	\$856.29
580136	09/27/2018	TPX COMMUNICATIONS	\$2,720.84
580137	10/02/2018	APPLE ONE EMPLOYMENT SERVICES	\$8,751.84
580138	10/02/2018	AT&T	\$554.42
580139	10/02/2018	AT&T	\$53.88
580140	10/02/2018	AT&T	\$177.09
580141	10/02/2018	CHARTER COMMUNICATIONS	\$21.09
580142	10/02/2018	CHARTER COMMUNICATIONS	\$1,279.40
580143	10/02/2018	CHARTER COMMUNICATIONS	\$1,277.70
580144	10/02/2018	FEDERAL EXPRESS CORPORATION	\$56.23
580145	10/02/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$1,186.00
580146	10/02/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$1,518.00
580147	10/02/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$319.00
580148	10/02/2018	LOS ANGELES COUNTY SUPERIOR COURT	\$7,852.50
580149	10/02/2018	MONTEBELLO CITY PETTY CASH	\$2,257.44
580150	10/02/2018	MONTEBELLO LAND & WATER CO.	\$20,095.36

Payment Register

From Payment Date: 9/20/2018 - To Payment Date: 10/3/2018

Number	Date	Payee Name	Transaction Amount
580151	10/02/2018	PICO RIVERA, CITY OF	\$71.62
580152	10/02/2018	SAN GABRIEL VALLEY WATER CO.	\$2,400.88
580153	10/02/2018	SANCHEZ, ROSEMARY	\$200.00
580154	10/02/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$131.79
580155	10/02/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$813.58
580156	10/02/2018	SOUTHERN CALIFORNIA EDISON	\$4,297.71
580157	10/02/2018	VISION SERVICE PLAN	\$1,153.85
580158	10/03/2018	APPLE ONE EMPLOYMENT SERVICES	\$2,718.55
580159	10/03/2018	ARTE PRINTING	\$523.41
580160	10/03/2018	FOCUS MEDICAL IMAGING, INC.	\$30.81
580161	10/03/2018	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION	\$100.00
580162	10/03/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$319.00
580163	10/03/2018	MONTEBELLO TIRE PROS	\$224.81
580164	10/03/2018	READY REFRESH BY NESTLE	\$132.70
580165	10/03/2018	RELIANT URGENT CARE	\$249.00
580166	10/03/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$2,846.14
580167	10/03/2018	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, IN	\$273.68
580168	10/03/2018	VERIZON WIRELESS	\$456.27
580169	10/03/2018	923 MEDIA GROUP INC.	\$1,400.00
580170	10/03/2018	ADCO SERVICES, INC.	\$5,855.00
580171	10/03/2018	ADORNO YOSS ALVARADO & SMITH	\$5,870.50
580172	10/03/2018	ADR SECURITY SYSTEMS, INC.	\$144.00
580173	10/03/2018	ADVANCED APPLIED ENGINEERING, INC.	\$131,614.12
580174	10/03/2018	ASTRO PLUMBING SUPPLY CO.	\$430.52
580175	10/03/2018	ATHENS SERVICES	\$236,254.40
580176	10/03/2018	AVANT GARDE	\$6,881.75
580177	10/03/2018	BALLARD & BALLARD INVESTIGATIONS	\$8,176.15
580178	10/03/2018	BARKER, MARGARET	\$570.00
580179	10/03/2018	BENNY'S OIL FILTER RECYCLING	\$415.00
580180	10/03/2018	BETTER 4 YOU BREAKFAST, INC.	\$2,998.50
580181	10/03/2018	BISHOP COMPANY	\$89.42
580182	10/03/2018	CALIFORNIA DEPARTMENT OF JUSTICE	\$824.00
580183	10/03/2018	CALIFORNIA PRISON INDUSTRY AUTHORITY	\$1,119.46
580184	10/03/2018	CAMACHO, TOM	\$21,397.06
580185	10/03/2018	CHAIRSTABLES COMSEAT	\$357.02
580186	10/03/2018	CIGNA BEHAVIORAL HEALTH	\$846.60
580187	10/03/2018	CLEAN SWEEP SUPPLY CO. INC	\$971.59
580188	10/03/2018	COLBY'S TOTAL LAWN CARE	\$275.00
580189	10/03/2018	COMPANY NURSE	\$240.00
580190	10/03/2018	CUMMINS PACIFIC, LLC	\$1,273.80
580191	10/03/2018	DANIELS TIRE SERVICE	\$1,450.78
580192	10/03/2018	DELL MARKETING L.P.	\$133.03
580193	10/03/2018	ELLSWORTH TRUCK & AUTO MACHINING	\$1,305.83

Payment Register

From Payment Date: 9/20/2018 - To Payment Date: 10/3/2018

Number	Date	Payee Name	Transaction Amount
580194	10/03/2018	EWING IRRIGATION PRODUCTS	\$625.37
580195	10/03/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$8,444.63
580196	10/03/2018	FORENSIC NURSE RESPONSE TEAM	\$1,020.00
580197	10/03/2018	GEIGER BROS	\$6,861.07
580198	10/03/2018	GENUINE PARTS COMPANY	\$129.98
580199	10/03/2018	GOLF COURSE SUPERINTENDENTS ASSOCIATION	\$195.00
580200	10/03/2018	HASA , INC.	\$4,256.23
580201	10/03/2018	HERNANDEZ, KARLA	\$150.00
580202	10/03/2018	IRON MOUNTAIN INC.	\$826.16
580203	10/03/2018	IRRI-CARE PLUMBING AND BACKFLOW TESTING	\$280.00
580204	10/03/2018	IVA SOLUTIONS, INC.	\$650.30
580205	10/03/2018	IVAN'S AIR CONDITIONING	\$3,845.00
580206	10/03/2018	KEYSTONE UNIFORMS	\$154.31
580207	10/03/2018	LIFE-ASSIST, INC.	\$3,082.80
580208	10/03/2018	LIM, EUN SUK	\$75.00
580209	10/03/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$1,157.29
580210	10/03/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
580211	10/03/2018	MATCO	\$497.86
580212	10/03/2018	MITCHELL, ADAM	\$198.49
580213	10/03/2018	MOBILITY ADVANCEMENT GROUP	\$4,614.23
580214	10/03/2018	MONARCH BEARING CO., INC.	\$121.16
580215 *	10/03/2018	MONEY SYSTEMS TECHNOLOGY, INC.	\$271.37
580216	10/03/2018	MR. ROOTER PLUMBING	\$13,318.85
580217	10/03/2018	MUNOZ, ELAINE	\$250.00
580218	10/03/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$12,977.77
580219	10/03/2018	NATIONWIDE TRANSIT SALES INC.	\$821.25
580220	10/03/2018	NAVARRO'S TOWING SERVICE	\$225.00
580221	10/03/2018	NEOPOST USA, INC.	\$8,885.93
580222	10/03/2018	NEW FLYER PARTS	\$216.73
580223	10/03/2018	OFFICE DEPOT	\$994.84
580224	10/03/2018	PACIFIC OIL COMPANY	\$385.00
580225	10/03/2018	PAYAN, LINDA	\$499.68
580226	10/03/2018	PCMG, INC. DBA PCM GOV, INC.	\$1,306.92
580227	10/03/2018	PENUELAS-SOLIS, MARCO	\$200.00
580228 *	10/03/2018	PERFORMANCE TRUCK REPAIR INC.	\$3,596.80
580229	10/03/2018	RIO HONDO COMMUNITY COLLEGE	\$73.60
580230	10/03/2018	RISK MANAGEMENT SPECIALIST INC.	\$534.04
580231	10/03/2018	RODRIGUEZ, SANDRA	\$250.00
580232	10/03/2018	S & A ENGINE, INC.	\$56.94
580233	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$8,583.50
580234	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$41,005.92
580235	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$6,551.26
580236	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$1,149.48

Payment Register

From Payment Date: 9/20/2018 - To Payment Date: 10/3/2018

Number	Date	Payee Name	Transaction Amount
580237	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$333.96
580238	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$3,230.72
580239	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$4,932.64
580240	10/03/2018	SAN GABRIEL VALLEY WATER CO.	\$22,568.66
580241	10/03/2018	SHEPPARD MULLIN RICHTER & HAMPTON LLP	\$18,445.46
580242	10/03/2018	SIEMENS INDUSTRY INC.	\$26,347.23
580243	10/03/2018	SIMONIAN, GEORGE S.	\$1,650.67
580244	10/03/2018	SIMPLIT PARTNERS	\$704.92
580245	10/03/2018	SOTO, JORGE	\$2,100.00
580246 *	10/03/2018	SPORTS FACILITIES GROUP, INC.	\$16,665.53
580247	10/03/2018	SUNSET DETECTIVES	\$2,400.00
580248	10/03/2018	TANK SPECIALIST OF CALIFORNIA	\$189.75
580249	10/03/2018	TOTALFUNDS BY HASLER	\$303.10
580250	10/03/2018	TRANSIT LINE ART	\$390.00
580251	10/03/2018	TRANSTRACK SYSTEMS, LLC	\$22,495.20
580252	10/03/2018	TUFANO, ROBERT C.	\$475.43
580253	10/03/2018	UNIQUE GENERAL SERVICES	\$4,719.00
580254	10/03/2018	VERIZON	\$136.00
580255	10/03/2018	VISHNU, PREETHA	\$75.00
580256	10/03/2018	WAYNE ELECTRIC COMPANY	\$1,222.02
580257	10/03/2018	WECK LABORATORIES, INC.	\$538.50
580258	10/03/2018	WEST COAST ARBORISTS, INC.	\$21,410.00
580259	10/03/2018	ZOLL MEDICAL CORPORATION GPO	\$3,679.20
Type Check Totals:			\$937,344.62

4331 - General Account Totals

6093 - Successor Agency

Check

1408	10/03/2018	ARBITRAGE COMPLIANCE SPECIALIST, INC	\$950.00
1409	10/03/2018	SCS FIELD SERVICES	\$4,100.00
Type Check Totals:			\$5,050.00

6093 - Successor Agency Totals

** 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.

MINUTES

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Delgado called the meeting to order at the hour of
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Romero, Molinari, Barajas, Delgado
MEMBERS ABSENT: None
STAFF PRESENT: Acting City Manager Pasmant, Assistant City Attorney Cardinale
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** Assistant City Attorney Cardinale

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Tom Pate, Smart UTU, spoke about negotiations and the Smart TD.

CLOSED SESSION

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

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco

No final action.
5. **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

City Councilmembers received a briefing from Special Counsel and received direction.
6. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Government Code Section 54956.9(d)(2))
Two matters

Councilmembers received briefing, no final action, no reportable action taken.
7. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957(b)(1)
Title: Director of Planning and Community Development

Direction was given to Acting City Manager, no final action.

8. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code 54956.9(d)(1)

Case: City of Montebello v. Spertus Landes & Umhofer, LLP

The City Attorney provided a briefing to City Councilmembers with regard to status. No action taken.

REGULAR SESSION

9. INVOCATION

PLEDGE OF ALLEGIANCE

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney Cardinale

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

Nathan McCusker gave a brief summary on the Street Festival.

Rodrigo Aguirre spoke about texting and driving and shared a short video.

John Velasco announced an Expo at Heart of Compassion on July 14, 2018.

Tila Gregorian stated that she would like the City Council to rescind the prohibiting of clapping at Council meetings. Assistant City Attorney Cardinale stated that Council meetings are first and foremost business meetings.

Linda Strong spoke about 1st Amendment rights and expression of free speech.

Rosie Vasquez spoke about her 1st Amendment rights, Taylor Ranch, and asked the City Council to rescind the cannabis ordinance.

Yvette Fimbres spoke about threats to speakers at the City Council meetings.

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Clerk Barajas clarified rumors and questions regarding the current recall petitions in process.

Director Sosonowski spoke about the upcoming concerts and movie events at City Park for the Summer.

13. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

14. APPROVAL OF AGENDA: Councilmember Romero moved, seconded by Councilmember Molinari that all items be approved in a single motion with the exception of Item Nos. 16, 17, 19, 21, 23, 25, 25, 26 and 29. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

15. CONSIDERATION OF A RESOLUTION REQUESTING OVERSIGHT BOARD APPROVAL OF PROPOSED TERMS FOR THE DISPOSITION OF PROPERTY LOCATED AT 1345 N. MONTEBELLO, AND RELATED ACTIONS

Councilmember Romero moved, seconded by Councilmember Molinari to adopt Resolution No. 18-05. Motion carried unanimously.

16. 2018-2021 DRAFT MONTEBELLO PLAN TO PREVENT AND COMBAT HOMELESSNESS

Maribel Briseno spoke about the City of Pasadena first rejecting their plan and then approving the plan on June 20, 2018.

Councilmember Romero asked if blighted properties can be sue as emergency shelters.

Councilmember Molinari stated that there is a need for more locations for shelters.

Councilmember Barajas spoke about certain areas for shelters.

Mayor Delgado stated that the City will designate a Homelessness Coordinator and resources will be given as soon as available.

Councilmember Hadjinian moved, seconded by Councilmember Barajas to approve the 2018-2021 Montebello Plan to Prevent and Combat Homelessness as proposed. Motion carried unanimously.

17. ACCEPTANCE OF CALIFORNIA HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016 GRANT AWARD AND TO APPROPRIATE FUNDS TO ENFORCE ILLEGAL SALE OF TOBACCO PRODUCTS

Winnie Fong stated that the San Gabriel Valley Council of Governments has been working with cities and county regarding the enforcement of the illegal sale of tobacco products.

Councilmember Barajas moved, seconded by Councilmember Romero to approve acceptance of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Grant award and appropriate funds to enforce the illegal sale of tobacco products and apply and receive Grant monies to reimburse the City of Montebello for expenditures for up to \$70,000 covering fiscal years 2018/2019 and 2019/2020, Memorandum of Understanding 3417. Motion carried unanimously.

18. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ANDREW PASMANT

Councilmember Romero moved, seconded by Councilmember Molinari to approve and authorize the Mayor to execute Professional Services Agreement No. 3418 with Andrew Pasmant on the terms set forth in the agreement. Motion carried unanimously.

19. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt Resolution No. 18-54 approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for a Public Hearing for 6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers. Motion carried unanimously.

20. CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATIONS ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING

Councilmember Romero moved, seconded by Councilmember Molinari to adopt Resolution No. 18-55 approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the Public Hearing for **6:30 PM on Wednesday, July 25, 2018 in the City Council Chambers**. Motion carried unanimously.

21. AWARD ON-CALL ELECTRICAL SERVICES CONTRACT (RFP # 18-42)

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to (1) Award a three-year contract for \$30,000 per year to Leeds Electric, Inc. for On-Call Electrical Services (RFP # 18-42) for all City facilities and parking lots; and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3419 on behalf of the City. Motion carried unanimously.

22. AWARD ELEVATOR MAINTENANCE AND TESTING SERVICES CONTRACT (RFP # 18-43)

Councilmember Romero moved, seconded by Councilmember Molinari to (1) Award a three-year contract for \$16,800 per year to Elevator Support Services for Elevator Maintenance and Testing Services (RFP # 18-43) at all City facilities; and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3420 on behalf of the City. Motion carried unanimously.

23. AWARD OF CONSTRUCTION CONTRACT FOR C.P. 863 - VARIOUS STREET IMPROVEMENTS PROJECT CITYWIDE, RFP NO. 18-51, FISCAL YEAR 2017-2018 ("PROJECT") TO SEQUEL CONTRACTORS, INC.

Councilmember Barajas moved, seconded by Councilmember Romero to (1) approve awarding a Construction Contract for C.P. 863, Various Street Improvements ("PROJECT"), RFP No. 18-51, FY 2017-2018 in the amount of \$646,530.18 to Sequel Contractors, Inc.; (2) authorize the Acting City Manager to review and approve all change orders within a 5.4% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and (3) authorize the Acting City Manager to execute Contract Agreement No. 3421 on behalf of the City. Motion carried 4-1 on the following roll call vote:

AYES: Hadjinian, Romero, Barajas, Delgado
NOES: Molinari

24. PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to approve (1) All additional necessary expenditures, by Bucknam & Associates, Inc., to complete the reviewing and responding to requests of information or clarifications of the existing plans and specifications, submitted by Cora Constructors for the Bicknell Booster Pump Station Project, which is under construction at the Golf Course; and (2) The First Amendment to the existing Professional Services Agreement. Motion carried on the following roll call vote:

AYES: Hadjinian, Romero, Barajas, Delgado
NOES: Molinari

25. FIRST AMENDMENT TO AGREEMENT NO. 3037 (SUPPLYING RECYCLED WATER FOR THE MONTEBELLO GOLF COURSE) WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT (CENTRAL BASIN)

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to approve the First Amendment to Agreement No. 3037 -Supplying Recycled Water to the Montebello Golf

Course and authorize the Acting City Manager to execute the amendment on behalf of the City. Motion carried unanimously.

26. PREFERENTIAL PARKING DISTRICT ON THE 600 BLOCK OF 21ST STREET FROM LINCOLN AVENUE TO VICTORIA AVENUE

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to approve the adoption of Resolution No. 18-62 designating a preferential parking district on the 600 block of 21st Street from Lincoln Avenue to Victoria Avenue, as recommended by the Traffic and Safety Commission. Motion carried unanimously.

27. REQUEST TO APPROVE THE CONTINUED AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR HELICOPTER SERVICES

Councilmember Romero moved, seconded by Councilmember Molinari to approve the Fourth Amendment to the Helicopter Law Enforcement Services Agreement between the Los Angeles County Sheriff's Department and the City of Montebello – Agreement number 78390 / 3095. Motion carried unanimously.

28. TRANSTRACK END USER LICENSE AGREEMENT RENEWAL FY 2017-2018

Councilmember Romero moved, seconded by Councilmember Molinari approve the end-user licensing renewal Agreement No. 3423 for TransTrack Systems for Fiscal Year 2017-2018. Motion carried unanimously.

29. AMENDMENT TO THE DIAL-A-RIDE CONTRACT

Councilmember Barajas moved, seconded by Mayor Pro Tem Hadjinian to approve the First Amendment to the Agreement with Fiesta Taxi to continue Dial-A-Ride services. Motion carried unanimously.

CONSENT MATTERS

30. MONTHLY INVESTMENT REPORT

Councilmember Romero moved, seconded by Councilmember Molinari to approve and file said report. Motion carried unanimously.

31. CLAIMS AGAINST THE CITY

Councilmember Romero moved, seconded by Councilmember Molinari to **DENY** the following claim: G. Ortega in the amount of \$25,000.00. Motion carried unanimously.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 27, 2018

Councilmember Romero moved, seconded by Councilmember Molinari to adopt the Resolution No. 18-63 approving the Warrant Register dated June 27, 2018. Motion carried unanimously.

33. APPROVAL OF MINUTES: REGULAR SESSION OF MAY 23, 2018 AND SPECIAL SESSION OF MAY 31, 2018

Councilmember Romero moved, seconded by Councilmember Molinari to continue this item for a future meeting.

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

COUNCIL ORALS

35. MAYOR PRO TEM HADJINIAN

None.

36. COUNCILMEMBER ROMERO

All of the council orals below were held over.

- a. Increased truck and Traffic volumes impacting Montebello from marketplace
- b. Home 2 suites bonds, costs, delays and impacts
- c. Discussion of revenue enhancements

37. COUNCILMEMBER MOLINARI

Review and comment 2018-2019 Budget and outside contracts.
Councilmember Molinari stated that he opposed the October parade due to costs and asked that donations and sponsorships be obtained, and motioned that no city funds be used for the parade. Councilmembers agreed that the City should obtain donations and sponsors.

38. COUNCILMEMBER BARAJAS

None.

39. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado asked for a moment of silence in memory of Long Beach Fire Captain, David Rosas who was killed this past week and in honor of two firefighters who were hurt in an El Monte fire today.

IRMA BARAJAS, City Clerk

MINUTES

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

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Delgado called the meeting to order at the hour of 5:38 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Romero, Molinari, Barajas, Hadjinian, Delgado
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** Assistant City Attorney Cardinale

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Delgado recessed the meeting at the hour of 5:40 p.m. into Closed Session to discuss the following items. At the hour of 6:20 p.m., Mayor Delgado reconvened the meeting.

CLOSED SESSION

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

Mayor Delgado arrived prior to discussion of Closed Session items.

- 4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 549956.9(d)(2)

One matter was presented by the Acting City Manager, no action taken.

- 5. REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: Various between N.6th Street to N. 5th Street (APN Nos. 6345-025-911, 912, 913; 6346-025-906, 907, 908, 909, 910, 016
Agency Negotiation: Acting City Manager Pasmant
Negotiating Parties: Olson Company
Under Negotiation: Price and Terms

Councilmembers received an update by the City Attorney. No final or reportable action.
- 6a. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE**
Government Code Section 54957(b)(1)

Not discussed

Councilmember Molinari moved, seconded by Councilmember Barajas to add Item No. 6b to the agenda for discussion. Motion carried 4-0.

6b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9 (b)(2)

Name of Case: Barron v. City of Montebello

City Councilmember provided direction, no final or reportable action.

REGULAR SESSION

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATION

INTRODUCTION OF MONTEBELLO ASHIYA STUDENT AMBASSADORS – NOAH LOPEZ AND LAUREN GAMBOA WERE INTRODUCED.

9. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney Chris Cardinale

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

Margot Eiser, Via San Delarrio, asked about pedestrian improvements at Garfield and Via San Delarrio and asked where Natasha Lane was located. Ms. Eiser asked about banner permit fees and asked how much money had been spent on tree trimming. Ms. Eiser also asked that input meetings be held regarding the Montebello Hills, so that the community has some say so.

Rosie Vasquez spoke about the Costco property and stated a business at that site should be sales based. Ms. Vasquez also asked for copies of all development projects sales agreements and traffic studies.

Tila Gregorian stated that she glad to be living in Montebello.

Maribel Briseno asked for reports from City Department Heads and Committees, and asked for the location of the flag presented to the Council at a recent meeting. Ms. Briseno also asked if the parade item was in the budget and asked if there was Wiseguys agreement.

Yvette Fimbres questioned the expense for the City parade.

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski made the following announcements: Movie Night at City Park on July 13, featuring the movie, “Home,” and on July 27, featuring the movie, “Peanuts.” Gates open at 7:00 p.m. and movie begins at 8:00 a.m. Director Sosnowski also announced the next concert in the park, beginning on July 12, 2018, and a Community Bike Ride on July 21, 2018.

12. CORRECTIONS TO THE AGENDA – CITY MANAGER

The Smart TD Side Letter was added to Item No. 22 for approval.

13. APPROVAL OF AGENDA: Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari that all items be approved in a single motion with the exception Item Nos. 14 and 15. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

14. TAYLOR RANCH UPDATE

Rosie Vasquez stated that the Taylor Ranch is a community project.

Assistant City Attorney Cardinale stated that the City Council could not touch the property from 2011 through 2016 as a result of the dissolution of the Community Redevelopment Agency.

Councilmember Romero asked for Council consensus to take care of blight at the Taylor Ranch.

Councilmember Barajas stated that plans had been changed to reflect a larger building.

Director Batson stated that parking lot improvement were made by the Transportation Department and that improvements need to be made to the sidewalk and fencing.

Councilmember Molinari asked that staff look at funds available through Parks and Recreation grants.

Director Sosnowski was directed to meet with the Taylor Ranch Blue Ribbon Committee within 30 days.

Report was received and filed.

15. AMENDMENT TO USER FEE RESOLUTION

Councilmember Molinari stated support for the Financial Hardship Policy.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Romero to receive and adopt the Fire Department's Response Fee Modification - Financial Hardship Policy and City's User Fee and Charges Recovery Policy. Staff also recommends amending the User Fee Resolution to include the staff recommended fee for the Emergency Medical Service Fee and revised Code Enforcement Temporary Banner Fees. Motion carried unanimously.

16. AWARD LANDSCAPE MAINTENANCE SERVICES CONTRACT (RFP # 18-52)

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to (1) Award a contract for landscape maintenance services in the amount of \$25,706 annually to Mariposa Landscapes Inc., per Request for Proposals (RFP) # 18-52, and (2) Authorize the Acting City Manager to execute Contract Agreement No. 3428 on behalf of the City. Motion carried unanimously.

17. AWARD OF CONTRACT FOR ANNUAL CONCRETE AND SIDEWALK REPAIRS, RFP 18-49 TO CEM CONSTRUCTION CORPORATION

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to award Agreement No. 3429 for annual concrete and sidewalk repairs (RFP 18-49) to CEM Construction Corporation in the amount of \$277,200 for sidewalk repairs. Motion carried unanimously.

18. REVISIONS TO CITY'S ADMINISTRATIVE POLICY V-B 38.02 - FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA)

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to approve the revisions of the City's Administrative Policy V-B-38.02 - Federal Drug and Alcohol Regulations

(FTA) to comply with recent changes and new regulatory amendments to the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA) 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs") and 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"). Motion carried unanimously.

19. APPROVE A LAND LEASE AGREEMENT WITH THE CITY OF SANTA FE SPRINGS

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to approve a land lease agreement with the City of Santa Fe Springs, for the lease of 252 square feet of space, for an ICI System radio site, for five years, with an annual cost of \$28,000.00, and authorize the Acting City Manager to execute Agreement No. 3430 on behalf of the City. Motion carried unanimously.

20. ANNUAL PROPERTY INSURANCE, WORKERS' COMPENSATION EXCESS INSURANCE AND GENERAL LIABILITY EXCESS INSURANCE RENEWALS FOR FISCAL YEAR 2018-19

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari that the City Council adopt Resolution No. 18-64, approving the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC). Motion carried unanimously.

21. ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS FOR FISCAL YEAR 2018-2019

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari approve Resolution No. 18-65 establishing tax rates to fund the retirement expenditures for fiscal year 2018-2019, and direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit. Motion carried unanimously.

22. CALPERS CONTRIBUTIONS

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to approve Resolution No. 18-69 with the Montebello Unrepresented Employees, Side Letter Agreement No. 3434 with Montebello City Employees Association. Side Letter Agreement No. 3435 with the Montebello Firefighters Association, Side Letter Agreement No. 3436 with the Montebello Fire Management Association, Side Letter Agreement No. 3437 with the Montebello Mid Management Association, Side Letter Agreement 3438 with the Montebello Police Management Association, Side Letter Agreement No. 3439 with the Montebello Police Officers Association, Side Letter Agreement No. 3440 with the Montebello Supervisors Association and the Side Letter Agreement No. 3441 with the Smart TD, continuing the CalPERS Contributions for employees while labor negotiations are underway with the various employee organizations. Motion carried unanimously.

23. CLAIMS AGAINST THE CITY

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari to **DENY** the following claim: N. Ramirez in the amount of \$10,000.00. Motion carried unanimously.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 11, 2018

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Molinari the Resolution No. 18-69 approving the Warrant Register dated July 11, 2018. Motion carried unanimously.

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

None.

COUNCIL ORALS

26. COUNCILMEMBER ROMERO

- a. Increased truck and Traffic volumes impacting Montebello from marketplace
Councilmember Romero spoke about increased traffic at Paramount and Neil Armstrong, adding that there are no green turn signals.
Mayor Delgado stated that permits should not be approved until plans are confirmed, and added that a meeting with Caltrans should be scheduled.
Councilmember Molinari stated that the City of Monterey Park should assist with traffic control.
- b. Home 2 suites bonds, costs, delays and impacts
Assistant City Attorney stated that the Home2 Suites is near completion and added that some of the delays were due to the wet weather.
- c. Discussion of revenue enhancements
This item was not discussed.
- d. Video streaming service
Councilmember Romero stated that some viewers cannot see the live council meeting video stream, and asked that a report be brought back in the near future. Mayor Delgado asked that it be brought back within the next two meetings.

27. COUNCILMEMBER MOLINARI

None.

28. COUNCILMEMBER BARAJAS

None.

29. MAYOR PRO TEM HADJINIAN

None.

30. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 7:45 p.m., in honor of the young athletes rescued in Thailand and in memory of the Navy Seal who lost his life during the rescue.

IRMA BARAJAS, City Clerk

MINUTES

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

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Delgado called the meeting to order at the hour of 5:30 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Molinari, Barajas, Hadjinian, Romero, Delgado
STAFF PRESENT: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Randall Keen asked that Item No. 17 be pulled from this agenda.

Gary Clifford asked the Item No. 17 be pulled from the agenda.

Tom Pate spoke in support of Smart TD UTU.

CLOSED SESSION

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

- 4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons Interested

The City Council received a briefing , no final action, nothing further to report.

- 5. REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: Various between N.6th Street to N. 5th Street (APN Nos. 6345-025-911, 912, 913; 6346-025-906, 907, 908, 909, 910, 016)
Agency Negotiation: Acting City Manager Pasmant
Negotiating Parties: Olson Company
Under Negotiation: Price and Terms

The City Council received a briefing , no final action, nothing further to report.

- 6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco

The City Council received a briefing , no final action, nothing further to report.

7. CONFERENCE WITH LABOR NEGOTIATOR

Government Code 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

The City Council received a briefing, direction was provided. No action was taken.

REGULAR SESSION

8. INVOCATION City Clerk Barajas

PLEDGE OF ALLEGIANCE Chief Keller

9. PRESENTATION

a. OATH OF OFFICE – YOUTH COMMISSIONER ALEJANDRA ESTRADA

b. INTRODUCTION OF BOXER ARMANDO MUNIZ

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

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

Frank Thomas Morales thanked Councilmember Barajas and Mayor Delgado for attending a Veteran's event.

Randy Beas, Keeping the Culture Alive, announced their next event scheduled for September 15, 2018 from 12 noon to 6:00 p.m.

Rosa Tamayo spoke about the effects on the community regarding cannabis.

Mike Torres stated that a couple meetings ago asked that Councilmembers should be called out of order by the Mayor if necessary.

Linda Nicklas asked that the City terminate services with Alvarado-Smith.

Yvette Fimbres stated opposition to marijuana businesses in Montebello and asked that the City receive comprehensive reports from the Fire and Police Departments regarding impacts from marijuana business related issues.

Tila Gregorian spoke in opposition to the accomplishments of Mayor Delgado.

Rosie Vasquez asked that the Council rescind the legalization of marijuana businesses in Montebello.

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski announced upcoming concerts in the park beginning on July 6, 2018.

13. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

Acting City Manager Pasmant stated that under Item No. 16, it should be stated that there will be impact to the General Fund; under Item No. 21, the correct fiscal dates should state 2018/19, not 2017/18; and, under Item No. 31, the addition of the City Treasurer to the November 6, 2018 ballot, should be added to the agenda for consideration.

- 14. APPROVAL OF AGENDA:** Councilmember Barajas, moved by Mayor Pro Tem Hadjinian that all items be approved in a single motion with the exception Item Nos. 15, 16, 17, 18, 22 and 31. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

- 15. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION CONFIRMING THE FY 2018-19 FINAL ENGINEER'S REPORT, ASSESSMENT DIAGRAM AND ASSESSMENT FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS ON APPLICABLE LOTS AND PARCELS WITHIN THE DISTRICT**

The public hearing was opened at the hour of 7:37 p.m. There being not testimony, the public hearing was closed at the hour of 7:37 p.m.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt Resolution No. 18-70 confirming the Final Engineer's Report, the Assessment Diagram and Assessment, and authorize the levying of the Fiscal Year 2018-2019 assessments for the Natasha Lane Landscape Assessment District No. 2005-1. Motion carried unanimously.

- 16. PUBLIC HEARING TO CONSIDER THE ADOPTION OF A RESOLUTION CONFIRMING THE ENGINEER'S REPORT, THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 2005-2 FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION, AND TO LEVY ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2018-2019**

The public hearing was opened at the hour of 7:39 p.m. There being not testimony, the public hearing was closed at the hour of 7:39 p.m.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas adopt the Resolution No. 18-71 confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-2, and the levying for the Fiscal Year 2018-2019 assessments for the Natasha Lane Sewer Pump Station and Storm Drain Pump Station on assessable lots and parcels of land in the District.

CONSENT MATTERS

- 17. CONSIDERATION OF RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS FOR RESIDENTIAL WASTE HAULING SERVICES**

Randall King asked that Item No. 17 be pulled from the agenda.

Mike Torres stated that he hopes that the process is fair for all of those who are bidding.

Linda Nicklas stated that if there is litigation, it will cost millions.

Tila Gregorian, stated concerns regarding the bidding of projects.

Councilmember Molinari stated support of moving forward with authorizing the issuance of a Request for Proposal.

Councilmember Romero stated there are too many question, risks and variables related to the issuance of a Request for Proposal. Councilmember Romero feels uneasy about the way things are being handled.

Councilmember Barajas stated his support of the recommendation to authorize the issuance of a RFP in order to move forward.

Mayor Delgado stated that this is a process the City is following outlined by the City Attorney, so that the City can move forward.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt Resolution No. 18-71 which authorizes the issuance of a Request for Proposal (RFP) for the exclusive right to collect and haul residential solid waste within the City of Montebello. Motion carried 4-1 as follows:

AYES: Molinari, NOES: Romero

18. COMMERCIAL CANNABIS APPLICATIONS – SCORING, REVIEWING, AND SELECTING POTENTIAL OPERATORS

John Yonai, Tierra West, spoke about the process to review the applications, and stated that at least 50% of the applicants are qualified.

Susan O’Leary, of the Brownie Mary Democrats California, stated support of the City’s cannabis regulations.

Rosie Vasquez stated opposition to moving forward with the approval process.

Rosa Tamayo stated opposition to cannabis in Montebello.

Tila Gregorian asked that the legalization of cannabis in Montebello, be put on the ballot.

Mayor Delgado stated support to move forward with the processing of applications.

Councilmember Molinari stated opposition to the process.

Councilmember Hadjinian moved, seconded by Councilmember Barajas to receive and file this report and any consultant presentation(s) of applications received to engage in commercial cannabis activities in the City, and either: (1) identify applicants to continue in the selection and approval process; or (2) provide alternative direction as to staff on the process moving forward. Motion carried 3-2 as follows:

AYES: Barajas, Hadjinian, Delgado
NOES: Molinari, Romero

19. AWARD A CONTRACT FOR TRANSIT PARKING LOT IMPROVEMENTS LOCATED AT THE NORTHWEST CORNER OF MONTEBELLO BOULEVARD AND LINCOLN AVENUE TO CALIFORNIA PAVING & GRADING COMPANY, INC., RFP #19-57

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian that the City Council: (1) Award a construction contract for Transit Parking Lot Improvements located at the Northwest Corner of Montebello Boulevard and Lincoln Avenue to California Paving and Grading Company, Inc., RFP #19-57, in the amount of \$70,140.00; (2) Authorize the Acting City Manager to review and approval all change orders within a 10% contingency of the contract amount as recommended by the Assistant City Manager/Director of Public Works; and (3) Authorize the Acting City

Manager to execute Agreement No. 3445 on behalf of the City. Motion carried unanimously.

20. A REQUEST TO ACCEPT AS COMPLETE – MAPLE AVENUE STREET IMPROVEMENT PROJECT (WASHINGTON BOULEVARD TO MINES AVENUE) BID # 17-26, CP 853, FY 2016/2017

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to accept as complete the Maple Avenue Street Improvement Project (Washington Boulevard to Mines Avenue) Bid # 17-26, CP 853, Fiscal Year 2016/2017, and authorize the City Clerk to process the Notice of Completion. Motion carried unanimously.

21. FY 2018/19 CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to adopt the Fiscal Year 2018/19 Capital Improvement Project Budget and two corresponding resolutions, Resolution No. 18-73 and Resolution No. 18-74. Motion carried unanimously.

22. AWARD OF CONTRACT TO COMPLETE COACH WORKS FOR UPGRADING THE ADVANTAC HVAC BUS ROOFTOP UNITS

Councilmember Molinari stated concern a regarding the one bid received with a project amount of over \$1Million.

Mayor Pro Tem Hadjinian stated that the bid is still a legal process with only one bid received.

Councilmember Barajas stated support of the upgrade especially for buses that need the upgraded HVAC Units.

City Attorney Alvarez-Glasman stated that the RFP process was followed.

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to award a contract to Complete Coach Works (CCW) for upgrading the Advantac HVAC bus rooftop units; authorize the Acting City Manager to approve all change orders up to 10% project contingency; and authorize the Acting City Manager to execute the Contract, Agreement No. 3446 on behalf of the City. Motion carried 4-1 as follows:

AYES: Barajas, Hadjinian, Romero, Delgado
NOES: Molinari

23. TRANSTRACK END USER LICENSE AGREEMENT RENEWAL FY 2018-2019

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to approve the end-user licensing renewal Agreement No. 3447 for TransTrack Systems for Fiscal Year 2018-2019. Motion carried unanimously.

24. ACCEPTANCE OF STANDARD FIRE INSTRUCTIONAL SERVICES AGREEMENT WITH RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, FOR FISCAL YEAR 2018/2019

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to approve the Standard Fire Instructional Services Agreement with Rancho Santiago Community College District, for Fiscal Year 2018/19, and authorize the Acting City Manager to execute Agreement No. 3448 on behalf of the City. Motion carried unanimously.

25. CITY COUNCIL APPROVAL TO CONTINUE WITH THE TERMS OF AGREEMENT NO. 2848, A SOFTWARE AND MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. AND THE MONTEBELLO POLICE DEPARTMENT

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian approve the annual renewal of Agreement No. 2848 between the City of Montebello and Tyler Technologies, Inc. for software maintenance and support services, and approve Agreement No. 3449. Motion carried unanimously.

26. MUNITEMPS SERVICES (FINANCE ADMINISTRATOR) AND BUDGET APPROPRIATION RESOLUTION

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to approve the budget appropriation, Resolution No. 18-75, for estimated costs related to the temporary staffing needs of the City. Motion carried unanimously.

27. CLAIMS AGAINST THE CITY

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to **DENY** the following claim: M. Perez in the amount of \$25,000.00. Motion carried unanimously.

28. MONTHLY INVESTMENT REPORT – JUNE 2018

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to approve and file said report. Motion carried unanimously.

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

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to adopt Resolution No. 18-76 approving the Warrant Register dated July 25, 2018. Motion carried unanimously.

30. APPROVAL OF MINUTES: REGULAR SESSION OF JUNE 11, 2018

Councilmember Barajas, moved by Mayor Pro Tem Hadjinian to approve and file said minutes. Motion carried unanimously.

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

31A. CALL FOR THE ELECTION OF CITY TREASURER FOR THE GENERAL MUNICIPAL ELECTION – NOVEMBER 6, 2018

Mayor Pro Tem Hadjinian moved, seconded by Councilmember Barajas to adopt Resolution No. 18-77 calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2018, for the election of the office of City Treasurer as required by California Government Code §36512(b)(2)(A).

COUNCIL ORALS

32. COUNCILMEMBER MOLINARI

None.

33. COUNCILMEMBER BARAJAS

None.

34. MAYOR PRO TEM HADJINIAN

None.

35. COUNCILMEMBER ROMERO

- a. Weigh stations, truck routes and impacts to our streets.
Councilmember Romero stated that there are not enough street signs to regulate truck traffic. Staff was directed to ask the CHP for assistance with enforcement.
- b. Consensus from Council to ask Montebello Police and Fire Departments for a full report on the cannabis impacts and involvement, costs to shut down illegal operations.
Consensus was reached to direct the Police and Fire Departments for a report on cannabis impacts – Barajas, Romero and Molinari voted yes.
- c. Policies and procedures for naming and dedicating City facilities.
This item was not discussed.
- d. Update of monthly park facility fees from Matrix.
Discussion was held regarding Matrix providing a report on the monthly park facility fees.
Director Sosnowski stated that Matrix did not prepare a report regarding monthly rates, because we do not have any fees listed as such.

36. MAYOR DELGADO

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Delgado adjourned the meeting at the hour of 10:00 p.m. in memory of Akob Karajian, who passed away last week, was a proud American, a good father to his daughters, and Father-in-law to City Treasurer Mooradian. Yeva Mooradian sang a song she sang to her Grandfather at his hospital bed before he passed away.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of July 25, 2018 were approved as written on October 10, 2018.

IRMA BARAJAS, City Clerk