

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, AUGUST 12, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Young-Gi Kim Harabedian

OPENING CEREMONIES

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

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

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

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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday August 12, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, August 12, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
De Lage Landen Financial Services, Inc. v. City of Montebello, et al.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

6. CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6
Agency designated representative: René Bobadilla, City Manager
Employee organization:, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association, Unrepresented Employees, Montebello Mid-Management Association, Montebello Supervisors Association, Smart-TD

7. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code section 54957

Title: City Manager

8. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

REGULAR SESSION - 6:30 P.M.

9. INVOCATION

PLEDGE OF ALLEGIANCE

10. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

11. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 12. 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.

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

- 14. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item No 15 and any item upon which a member of the public or City

Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

REGULAR BUSINESS

15. COMMUNITY CHOICE AGGREGATION (CCA) FEASIBILITY STUDY AGREEMENT APPROVAL

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute an Agreement with California Choice Energy Authority (CalChoice) to Provide a Community Choice Aggregation (CCA) Technical Study and Subsequent Implementation Services; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$46,000 in Account No. 100-40-400-6040.95 (General Fund, Finance, Other Professional Services) and \$17,000 in Account No. 600-90-900-6040.95 (Transit, Administration, Other Professional Services

CONSENT MATTERS

16. PROFESSIONAL SERVICES AGREEMENT WITH WEST & ASSOCIATES ENGINEERING INC. FOR THE BEACH STREET IMPROVEMENT PROJECT FROM VAIL AVENUE TO BLUFF ROAD (CP-884)

RECOMMENDATION: It is recommended that the City Council:

- 3) Approve a professional services agreement with West and Associates Engineering, Inc. for engineering services for the subject project in an amount not-to-exceed \$201,000;
- 4) Authorize the City Manager to execute the Agreement and related ancillary documents on behalf of the City; and
- 5) Take such additional and/or related actions that may be desirable.

17. PAVING THE WAY PROGRAM - AUTHORIZE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS FOR ENGINEERING SERVICES

RECOMMENDATION: It is recommended that the City Council:

Approve the Fifth Amendment to Professional Services Agreement No. 3066 with Infrastructure Engineers for engineering services for the Paving the Way (Fiscal Years 2020/21 and 2021/22) street improvement bond-funded program for a fee not-to-exceed \$1,596,777.

18. CITYWIDE BUS STOP IMPROVEMENT DESIGN AND INSTALLATION PROJECT - NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the Work as complete for the Citywide Bus Stop Improvement Design and Installation Project constructed by AP Construction and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and

- 2) Approve the final contract amount of \$2,076,808 and authorize the City Manager to release the retention payment and all other monies due to AP Construction following the mandatory waiting period from the date the Notice of Completion is recorded.

19. AUTHORIZE THE FILING OF APPLICATIONS WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) TO RECEIVE FUNDING FROM THE CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM FOR PURCHASE OF ZERO-EMISSION BUS AND ELECTRIC CHARGING INFRASTRUCTURE

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the filing of applications with the South Coast Air Quality Management District (SCAQMD) to receive funding from the Carl Moyer Memorial Air Quality Standards Attainment Program to purchase a zero-emission bus and electric charging infrastructure.

- 2) Take such additional, related, action that may be desirable.

20. MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM SERVICE REQUEST FOR PROPOSAL (RFP), NO. 20-16

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Montebello Bus Lines (MBL) Advertising Program Service Request for Proposal (RFP), No. 20-16, as recommended by the Director of Transportation.

- 2) Take such additional, related action that may be desirable.

21. ADOPTION OF RESOLUTION TO GRANT A DESIGNATED PERIOD FOR CALPERS TWO-YEARS ADDITIONAL SERVICE CREDIT FOR ALL CLASSIFICATIONS AND DEPARTMENTS

RECOMMENDATION: It is recommended that the City Council:

It is recommended that City Council Adopt a Resolution authorizing the City Manager to provide Two-Years Additional Service Credit in accordance with California Government Code Section 20903 for all City classifications and departments.

22. SELECTION FOR AWARD OF CONTRACT FOR THE CITY OF MONTEBELLO'S CLASSIFICATION AND TOTAL COMPENSATION STUDY

RECOMMENDATION: It is recommended that the City Council:

Authorize the City Manager to execute an agreement with an approval by the City Council to award a contract to Public Sector Personnel Consultants for the City's Classification and Total Compensation Study.

23. APPROVAL OF FINANCING TEAM, GOLF COURSE AND PUBLIC FACILITIES IMPROVEMENTS

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize staff to engage a financing team composed of Urban Futures (Municipal Advisor), Cabrera Capital Markets (Underwriter), Quint & Thimmig (Disclosure Counsel) and Stradling Yocca Carlson & Rauth (Bond

Counsel) for the purposes of developing a funding plan for City owned golf facility improvements.

24. COVID CARES – FOOD AND ESSENTIAL ITEMS INSECURITY GRANTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Memoranda of Understanding (MOU) with non-profit agencies that serve Montebello that provide COVID relief services related to food and essential items insecurity, in a total not-to-exceed amount of \$40,000; and
- 2) Authorize the amount of \$40,000 for COVID relief services and amend the Fiscal Year 2020-21 budget by increasing appropriations by \$40,000 in Account No. 100-99-998-6040.95 (General Fund, COVID-19 Response, Other Professional Services) and;
- 3) Take such additional, related action that may be desirable.

25. ADOPT A RESOLUTION AND THE RECORDS RETENTION SCHEDULES

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a Resolution and Records Retention Schedules, thereby rescinding Resolution No. 9755; and
- 2) Authorize the City Manager to enter into an agreement with a secure records/document destruction vendor for an annual not-to-exceed \$50,000 amount; and
- 3) Amend the Fiscal Year 2020-21 adopted budget in the amounts of \$50,000 for a records destruction vendor and \$30,000 for onsite secure storage establishment by increasing appropriations by \$80,000 in Account No. 100-20-200-6040.95 (Administration, Other Contract Service - Professional Services).

26. CITY HALL AND OTHER CITY FACILITY IMPROVEMENTS UPDATES

RECOMMENDATION: It is recommended that the City Council

- 1) Authorize the City Manager to direct staff to continue renovations and improvements of City Hall and other City facilities and approve contracts related to the construction and improvements within the extent of the City Manager's authority.
- 2) Receive and file.

27. ADOPT A RESOLUTION DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO AUTHORIZING APPLICATION TO THE HOMEKEY PROGRAM FUNDING

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt the Authorizing Resolution from the State of California Department of Housing and Community Development (HCD) for the Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program") and designate the City Manager and/or his designee as authorized agent(s) to execute applications on behalf of the City of Montebello for the purpose

of obtaining purchasing, and/or rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing;

- 2) Authorize Staff to submit a Homekey Project Proposal on behalf of the City and to submit any subsequent documents and forms; and

- 3) Authorize Staff to submit the Authorizing Resolution to the Department of Housing and Community Development no later than September 29, 2020

28. AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GLENDALE TO PROVIDE RADIO COMMUNICATIONS SUPPORT AND MAINTENANCE SERVICES FOR THE CITY OF MONTEBELLO FIRE DEPARTMENT RADIO NETWORK.

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Radio Communication Support and Maintenance Services Memorandum of Understanding (MOU) with the City of Glendale, and;
- 2) Approve the MOU with the City of Glendale for the purpose of providing radio communications support and maintenance services for the City of Montebello radio network;
- 3) Authorize the total contract expenditures total not-to- exceed \$156,000 to account for additional radio repair and incidental repair services not covered in the MOU scope of work, and;
- 4) Take such additional, related, action that may be desirable

29. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED AUGUST 12, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated August 12, 2020.

30. APPROVAL OF MINUTES: REGULAR SESSIONS OF MAY 27, JUNE 10, JUNE 24 AND SPECIAL SESSIONS OF JUNE 14 AND JULY 1, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Approve the minutes as written.

31. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

32. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Community Choice Aggregation (CCA) Feasibility Study Agreement Approval**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the City Manager to execute an Agreement with California Choice Energy Authority (CalChoice) to Provide a Community Choice Aggregation (CCA) Technical Study and Subsequent Implementation Services; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$46,000 in Account No. 100-40-400-6040.95 (General Fund, Finance, Other Professional Services) and \$17,000 in Account No. 600-90-900-6040.95 (Transit, Administration, Other Professional Services)

BACKGROUND

Community Choice Aggregation (CCA) allows cities to pool or aggregate their buying capacity to purchase power on behalf of customers within their jurisdiction. California Choice Energy Authority (CalChoice) is a Joint Powers Authority (JPA) of agencies operating CCA programs in California as enterprise fund activities of their respective city. CalChoice is unique in that each CCA program maintains its autonomy in rate setting, program branding, renewable energy content policies and revenue control. CalChoice provides the opportunity for programs to share administrative, regulatory and procurement activities to minimize costs and maximize efficiencies.

The CalChoice model allows standalone CCAs to join together and use a common set of consultants for power procurement, regulatory and legislative advocacy and regulatory reporting. Current operational members are the cities of Lancaster (2015), Pico Rivera (2017), Apple Valley (2018), Rancho Mirage (2018), and San Jacinto (2018). New members include Pomona (2020), Palmdale (2022), Baldwin Park (2020), Santa Barbara (2021) and Commerce (2022). By standalone CCA's joining together,

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 12, 2020
**COMMUNITY CHOICE AGGREGATION (CCA) FEASIBILITY STUDY AGREEMENT
APPROVAL**
Page 2 of 3

CalChoice is able to reduce costs for each City's CCA through the benefits of economy of scale in these back-office functions.

ANALYSIS

Forming a CCA through CalChoice is organized in three phases, (I) Technical Study and Implementation Plan, (II) CCA Implementation, and (III) CCA On-going Support.

At this time, Staff is only seeking approval for the feasibility study in Phase I. This feasibility study will provide data to support a decision on whether or not Montebello will proceed with forming a CCA. The feasibility portion of the Consultant Service Agreement will cost the City \$48,000 (Attachment 1). The cost will be split between the General Fund (\$35,000) and the Transit Fund (\$13,000). (The split is utilizing the 73% / 27% ratio as determined by the FY 2017-18 cost allocation plan.) Transit operations in Montebello utilize a large amount of electricity. It is reasonable that any feasibility study would include an analysis of Transit's power needs. Splitting the cost of the study between the General Fund and Transit Fund – and the implementation plan if the City moves forward – reflects the power use and needs of Transit in relation to total use citywide.

The Consultant Service Agreement includes the cost for Phase II (preparation of an implementation plan) for \$15,000. At this point, only action on Phase I – completion of the data analysis, load forecasting and pro-forma development -- is being requested.

The feasibility results will be brought back to the City Council for a decision, prior to proceeding with an implementation plan and continuing with Phases II and III should that be City Council direction. This action approving a feasibility study agreement does not commit Montebello to joining CalChoice or operating a CCA.

It is anticipated the technical study will be completed and available for City Council review by the end of October, 2020. Pursuant to California Public Utilities Commission regulations and procedures, Montebello would need to have an Implementation Plan completed, adopted and filed before December 31, 2020 to be eligible to start its CCA in calendar year 2022.

If the results of the technical study are favorable, and the City Council authorizes the preparation of an Implementation Plan (Phase II), the decision whether to join CalChoice would not be before the City Council for consideration until early 2021. Should the City decide to join CalChoice, Montebello will collaborate with an experienced team and gain access to qualified consultants who have relevant experience with CCA operations. The City would also benefit via economy of scale in power procurement and regulatory reporting like in traditional JPAs, while maintaining local control. Maintaining local control allows the City to focus on specific goals that benefit Montebello residents and businesses.

FISCAL IMPACTS

The agreement (Attachment 1) includes a scope of services for both Phase I (feasibility study) and Phase II (preparation of an implementation plan). Phase I scope of services would be in a not-to-exceed amount of \$48,000. Should the City Council provide direction to move forward with Phase II, the agreement with CalChoice would enable those services for a not-to-exceed amount of \$15,000. Funding for these services would be split between the General Fund and the Transit Fund, based on the Fiscal Year 2017-18 cost allocation plan methodology.

The City Council is being asked to amend the FY 2020-21 adopted budget by increasing appropriations by \$63,000 to provide sufficient funding for Phase I and – if directed by City Council – Phase II scope of services as outlined in Attachment 1. The budget amendment would be increasing General Fund (\$46,000) and the Transit Fund (\$17,000) appropriations (Account Nos. 100-40-400-6040.95 and 600-90-900-6040.95).

SUMMARY

The City Council is being asked to authorize the City Manager to sign an agreement to conduct a feasibility study related to the establishment of a Community Choice Aggregation (CCA) power authority. The agreement – in a not-to-exceed amount of \$63,000 – would be between the City of Montebello and California Choice Energy Authority (CalChoice). Approval of the agreement and completion of the feasibility study does not bind or commit the City to establishing a CCA. Further City Council action would be required and Staff will provide additional recommendations after the technical study is completed the end of October. City Council is also being asked to amend the FY 2020-21 adopted budget by increasing appropriations by \$63,000. Funding for the study will come from the General Fund and the Transit Fund (see Fiscal Impact Statement).

ATTACHMENTS

- A) Professional Services Agreement with CalChoice

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into as of _____, 2020, by and between the City of Montebello, a California municipal corporation (“City”), and the California Choice Energy Authority, a public entity created pursuant to the Joint Exercise of Powers Act (Cal. Gov’t. Code § 6500 *et seq.*) (“CalChoice”) (City and CalChoice are individually referred to as “Party” and collectively “Parties”).

RECITALS

WHEREAS, City desires to be a Community Choice Aggregator (“CCA”), as defined in Section 331.1 of the California Public Utilities Code, to provide energy to its residents and businesses; and

WHEREAS, City desires that CalChoice undertake certain implementation support services; and

WHEREAS, CalChoice desires to facilitate access to the professional, technical and other knowledge and expertise of certain CalChoice members, their employees, contractors and/or consultants in connection with the formation of the City’s CCA.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement by reference, as though set forth in full herein.
2. **Description of Work.** CalChoice shall perform or facilitate performance of the services (“Services”) set forth in the “Scope of Services and Payment Schedule” attached hereto as Exhibit “A” and incorporated herein by this reference (“Scope of Services”).
3. **Obligations of City.** City shall pay to CalChoice an amount not to exceed \$63,000 (to be authorized in phases pursuant to the Scope of Services and Payment Schedule Exhibit A) for and in consideration of CalChoice’s performance of the Services. City shall pay CalChoice within thirty (30) days of CalChoice submitting an undisputed invoice to City.
4. **Obligations of CalChoice.** CalChoice shall perform or facilitate performance of the Services. CalChoice’s Board of Directors, or its designee, shall determine which CalChoice employee(s), contractors and/or consultants shall perform the Services.
5. **Effective Date.** This Agreement shall become effective and binding upon the Parties at such time as all of the signatories hereto have signed the original or a counterpart original of this Agreement (“Effective Date”).
6. **Term; Termination.** The term of this Agreement shall commence as of the Effective Date and expire upon completion of and final payment for the Services, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, CalChoice shall be paid on a prorated basis for Services completed.

7. Indemnification.

a. City agrees to indemnify, defend and hold harmless CalChoice, its board of directors, officers, employees, members, consultants and members' employees, contractors and/or consultants from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs of investigation and defense, settlement and awards, and attorney's fees, in connection therewith), based or asserted upon any alleged negligent or willful misconduct of City, its officers, employees, agents or representatives, arising out of or in any way relating to this Agreement.

b. CalChoice agrees to indemnify, defend and hold harmless City from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs of investigation and defense, settlement and awards, and attorney's fees, in connection therewith), based or asserted upon any alleged negligent or willful misconduct of CalChoice arising out of or in any way relating to this Agreement or performance of the Services.

8. Force Majeure. Notwithstanding the provisions of this section, CalChoice shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, governmental actions or orders, or acts of God, or the failure of City to furnish timely information or to approve or disapprove CalChoice's work promptly, or by reason of delay or faulty performance by City, its contractors, governmental agencies, or Southern California Edison, or by reason of any other delays beyond CalChoice's control, or for which CalChoice is without fault.

9. Ownership of Documents. All reports, studies and other documents that are prepared by CalChoice, its employees, contractors and/or consultants in the course of performing the Services required by this Agreement, and are specific to City's CCA, shall be the property of City upon City satisfying all payment obligations imposed but this Agreement.

10. Data Provided to CalChoice. City shall provide to CalChoice all data, including reports, records and other information, in City's possession, custody or control, which is reasonably requested by CalChoice and which is required to facilitate the timely performance of the Services.

11. Insurance Requirements.

a. Prior to CalChoice's commencement of any Services, CalChoice, at CalChoice's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

i. *General Liability Coverage.* CalChoice shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. CalChoice shall provide insurance on an occurrence, not claims-made basis.

ii. *Automobile Liability Coverage.* CalChoice shall maintain commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the CalChoice arising out of or in connection with the Services, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence, and one million dollars (1,000,000) in the aggregate.

b. As of the execution of this Agreement, City has reviewed the coverages secured by CalChoice from Special District Risk Management Authority and has determined such coverages to be

satisfactory to City. CalChoice agrees to ensure that the most current certification of coverage is on file with the City at all times during the term of this Agreement.

12. Independent Contractor's Status of CalChoice. CalChoice shall at all times during the term of this Agreement remain, as to City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither City nor any of its agents shall have control over the conduct of CalChoice or any of CalChoice's employees or agents, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by City or CalChoice or by any third person to create the relationship of principal and agent and CalChoice shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. CalChoice shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall CalChoice have any authority, expressed or implied, to bind City to any obligation whatsoever.

13. Professional Ability of CalChoice; Warranty; Familiarity with Work; Permits and Licenses.

a. CalChoice warrants that all Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, CalChoice warrants that it has thoroughly investigated and considered the work to be performed, investigated the issues regarding the Scope of Services and carefully considered how the work should be performed.

c. CalChoice represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement. The Parties agree that CalChoice shall not be required to obtain a City business license.

14. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, and addressed as listed below. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CalChoice: Jason Caudle, Executive Director
California Choice Energy Authority
c/o City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534

City: René Bobadilla, P.E.,
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

15. Resolution of Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

16. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to CalChoice in connection with the performance of this Agreement shall be held confidential by CalChoice to the maximum extent permitted by law. Except to the extent that such information constitutes a public record pursuant to the California Public Records Act, such materials shall not, without prior written consent of City, be used by CalChoice for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to CalChoice which is otherwise known to CalChoice or is generally known, or has become known, to the related industry shall be deemed confidential. CalChoice shall not use City's insignia or photographs relating to the project for which CalChoice's Services are rendered without City's prior written consent.

17. CalChoice's Books and Records. CalChoice shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at reasonable times during regular business hours, upon written request by City's City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CalChoice's address indicated for receipt of notices in this Agreement.

18. Severability. If any provisions of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

19. Amendment. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the Parties.

20. Waiver. No waiver of any provision of this Agreement shall be binding, unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

21. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

22. Litigation Expenses and Attorney's Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

24. **Non-Liability of Officers and Employees.** No officer or employee of CalChoice or City shall be personally liable in the event of any default or breach of the terms of this Agreement.

25. **Captions and Headings.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

26. **Counterparts.** This Agreement may be executed in counterparts by each of the Parties. Each such counterpart shall constitute an original and all such counterparts so executed shall constitute one Agreement, binding upon the Parties, notwithstanding that all of the Parties are or may not be a signatory to the original or the same counterpart. Each counterpart shall have the same force and effect as if all such signatures were contained in one instrument. A facsimile copy shall be considered an original for the purposes of this Agreement. Facsimile or e-mail transmissions shall be deemed effective as originals.

27. **No Third Party Beneficiaries.** The Parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

28. **Assignment and Subcontracting.**

a. The experience, knowledge, capability and reputation of CalChoice, its principals and employees were a substantial inducement for City to enter into this Agreement. Assignments of any or all rights, duties or obligations of CalChoice under this Agreement will be permitted only with the written consent of City.

b. CalChoice shall not subcontract any portion of the work to be performed under this Agreement without the written consent of City. If City consents to such subcontract, CalChoice shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law. City expressly acknowledges that (i) CalChoice is staffed by employees of the City of Lancaster, (ii) CalChoice contracts with Pacific Energy Advisors for compiling data, load forecasting and preparation of pro formas and (iii) CalChoice contracts with Bayshore Consulting Group Inc. for administration and the preparation of implementation plans. City hereby expressly consents to performance of the Services pursuant to this Agreement by the persons and/or entities identified in the immediately preceding sentence.

29. **Principal Representatives.**

a. Barbara Boswell is designated as CalChoices's principal representative ("CalChoice Principal Representative") and is the person responsible for undertaking, managing and supervising performance of the Services. CalChoice Principal Representative's experience, knowledge, capability and reputation are a substantial inducement for City to enter into this Agreement, and as such, for the purposes of

performing the Services, the duties of CalChoice Principal Representative shall not be reassigned, without express written consent of both Parties.

b. René Bobadilla, P.E., shall be City's principal representative ("City Principal Representative") for purposes of communicating with CalChoice on any matter associated with the performance of the Services set forth in this Agreement.

30. Representations of Parties and Persons Executing Agreement. Each Party hereby represents that all necessary and appropriate actions of its governing body have been taken to make this Agreement a binding obligation. Each person executing this Agreement warrants that he or she is duly authorized to execute this Agreement on behalf of and bind the Party he or she purports to represent.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY:

Dated: _____

Montebello

By: _____
René Bobadilla, P.E., City Manager

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CalChoice:

Dated: _____

CALIFORNIA CHOICE ENERGY AUTHORITY, a
California joint powers authority

By: _____
Jason Caudle, Executive Director
By: Barbara Boswell, Treasurer

ATTEST:

CalChoice Secretary

APPROVED AS TO FORM:

EXHIBIT “A”

SCOPE OF SERVICES AND PAYMENT SCHEDULE

Phase I: Load Forecasting, Data Analysis, and Pro-forma Development

\$48,000

CalChoice will request load data from Southern California Edison and with technical assistance from Pacific Energy Advisors (PEA), will provide the technical expertise to analyze the data, determine a load profile, estimate total usage, compare that to current market conditions, and prepare a pro-forma. Note that this is the initial pro-forma to project estimated financial results and submit in the Implementation Plan. Once an Implementation Plan is filed, the City can request more detailed load data from SCE for more precise pro-forma development. The fee includes three in-person meetings:

- Initial kick-off meeting to discuss pro-forma assumptions

- Meeting with staff to review results

- Attendance at City Council meeting to review results and determine direction

This fee does not include travel expenses, which are billed at actual costs.

Phase II: Preparation of the Implementation Plan & Statement of Intent and Ordinance

\$15,000

CalChoice and its partners will prepare an Implementation Plan & Statement of Intent in compliance with California Public Utilities Commission (CPUC) Resolution E-4907 and Public Utilities Code Section 366.2 and related ordinance establishing a community choice aggregation program. Other actions included:

- Preparation of a draft customer notice

- Assistance with execution of Southern California Edison Service Agreement

- Assistance with submittal of the CCA Bond Payment (aka Financial Security Requirement)

CalChoice will work with the CPUC on behalf of the City to ensure all steps are satisfied to receive a certification of the Implementation Plan and registration as a Community Choice Aggregator.

CalChoice support throughout the formation process including interfacing with Southern California Edison, California Public Utilities Commission and technical consultants, coordination of meetings with staff and City Council, maintaining project schedule and ensuring that all deliverables are met according to CCA launch timeline.

This fee does not include travel expenses, which are billed at actual costs.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: Professional Services Agreement with West & Associates Engineering Inc. for the Beach Street Improvement Project from Vail Avenue to Bluff Road (CP-884)

DATE: August 12, 2020

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Approve a professional services agreement with West and Associates Engineering, Inc. for engineering services for the subject project in an amount not-to-exceed \$201,000;
- 2) Authorize the City Manager to execute the Agreement and related ancillary documents on behalf of the City; and
- 3) Take such additional and/or related actions that may be desirable.

BACKGROUND

As part of the City's Capital Improvement Program (CIP) Budget, the City has allocated \$1,036,224 in SB1/RMRA Funds (Road Maintenance and Rehabilitation Account, Fund 201) for pavement rehabilitation, concrete repairs (ADA ramps, curb and gutter, and driveway aprons), tree planting, utility adjustment, traffic signal loops replacement, pavement markings, and other related improvements on Beach Street from Vail Avenue to Bluff Road. This project will also involve the reconstruction of the existing storm drain on Beach Street between 4th Street and Bluff Road.

On February 12, 2020, the City issued Request for Proposal (RFP) No. 20-2 for Design and Engineering Services in connection with the subject project. The solicitation was advertised on PlanetBids. A copy of the RFP is available in the City Clerk's Office.

On March 17, 2020, the City received five (5) proposals in response to RFP No. 20-2.

CITY COUCIL AGENDA REPORT – MEETING OF AUGUST 12, 2020
**PROFESSIONAL SERVICES AGREEMENT WITH WEST & ASSOCIATES
ENGINEERING INC. FOR THE BEACH STREET IMPROVEMENT PROJECT FROM
VAIL AVENUE TO BLUFF ROAD (CP-884)**

Page 2 of 2

ANALYSIS

Staff reviewed and evaluated the submitted proposals as prescribed in the RFP. The proposals were evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, project understanding, and the qualifications and experience of the project staff.

The resulting scores were as follows:

West and Associates Engineering, Inc. (87.5)
TAIT & Associates, Inc. (85.5)
Quantum Consulting, Inc. (83.0)
Mulholland Consulting, Inc. (81.0)
dSantana Arquitectura and VCA Engineers, Inc. (77.5)

Based on the proposals submitted by each firm, West & Associates Engineering, Inc., was selected as the most qualified firm and meeting the project requirements. The fee was negotiated with West and Associates, Inc. following the qualification-based selection.

FISCAL IMPACTS

The not-to-exceed fee negotiated with West & Associates Engineering, Inc., for the proposed engineering services listed in RFP No. 20-2 is \$201,000. The fee will be paid from Road Maintenance and Rehabilitation Account (RMRA/SB1) funds (Fund 201). The subject project is included in the city's adopted Capital Improvement Program with funding from Fund 201.

SUMMARY

Upon review and analysis of the five (5) responses to the City's Request for Proposal (RFP) No. 20-2 for Design and Engineering Services in connection with the subject project, staff recommends awarding a professional services agreement to West & Associates Engineering, Inc. for the negotiated not-to-exceed fee of \$201,000.

ATTACHMENTS

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
WEST & ASSOCIATES ENGINEERING INC.
FOR DESIGN AND ENGINEERING SERVICES
(RFQ 20-2)

This Professional Services Agreement ("Agreement") is made and entered into for the above stated project this _____ day of _____, 2020 ("Effective Date"), by and between the City of Montebello, a California municipal corporation ("AGENCY") and West & Associates Engineering Inc., ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or 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 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 AGENCY, **Design and Engineering Services** ("Project").

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

AGREEMENT

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, this Agreement consists of the following documents (collectively referred herein as the "Contract Documents"), in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement, including any and all addenda or supplemental agreements;
2. CONTRACTOR's March 17, 2020 Proposal entitled "Beach Street Pavement and Storm Drain Rehabilitation Project (From Vail Avenue to 3rd Street)" attached hereto as **Exhibit "A"** and its various attachments including:
 - a. Project Scope of Work dated July 10, 2020

- b. CONTRACTOR's Fee/Cost Proposal ("Detailed Fee Estimate") dated July 10, 2020;
 - c. Project Schedule – Montebello Beach Street Pavement & Storm Drain dated July 10, 2020
- 3. Request For Qualifications (RFQ) No. 20-2 ("RFQ 20-2") for Beach Street Improvement and Storm Drain Rehabilitation Project (From Vail Avenue to 3rd Street) in the City of Montebello; and
 - 4. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other consultants or CONTRACTORS engaged by 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 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 AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the price set forth in CONTRACTOR's "Fee/Cost Proposal" dated July 10, 2020 ("Compensation") attached hereto in **Exhibit "A"**. The total amount of the compensation shall not exceed the sum of **Two Hundred and One Thousand Dollars and 00/100 Cents** (\$201,000.00). AGENCY shall pay CONTRACTOR within thirty (30) days of receipt of each invoice and full acceptance of product and services by 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

Time is of the essence. 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 further determined by the Parties. An extension of the period for completion may be granted by mutual

agreement by the Parties herein for reasons outside the control of 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 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 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 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. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

The Parties further agree that:

- A. CONTRACTOR is free from the control and direction of AGENCY in connection with the performance of the work, both under this Agreement for the performance of the work and in fact;
- B. CONTRACTOR performs work that is outside the usual course of AGENCY's business; and
- C. CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

ARTICLE VII. Confidentiality

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 AGENCY. AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to 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 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 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

A. Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- i. **Commercial General Liability Insurance** using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than One Million Dollars and 00/100 Cents (\$1,000,000.00) per occurrence for all covered losses and no less than Two Million Dollars and 00/100 Cents (\$2,000,000.00) general aggregate.
- ii. **Automobile Liability Insurance** for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars and 00/100 Cents (\$1,000,000.00) per accident for bodily injury and property damage. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a

non-owned auto endorsement to the general liability policy described in the preceding subsection. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

- iii. **Workers' Compensation** insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars and 00/100 Cents (\$1,000,000.00) per accident for all covered losses.
 - iv. **Professional Liability or Errors and Omissions Insurance** as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars and 00/100 Cents (\$1,000,000.00) per claim and Two Million Dollars and 00/100 Cents (\$2,000,000.00) in the aggregate. The policy must "pay on behalf of the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- B. AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
 - C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.
 - D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.
 - E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum insurance requirements above, and (ii) insurance policy endorsements indicating compliance with any other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".
 - F. CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its

officers, officials, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

- G. CONTRACTOR agrees that if it does not keep the aforesaid Insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

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.

12.1 Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

12.2 Non-Material Breach. 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.

12.3 Failure to 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.

12.4 Termination for Convenience. AGENCY shall have the option, at its sole discretion and without cause to terminate this Agreement for AGENCY's convenience at any time by providing CONTRACTOR ten-days' (10-days') written notice.

12.4.1 Upon receipt of such notice of Termination for Convenience, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities.

12.4.2 AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter,

CONTRACTOR shall have no further claims against AGENCY under this Agreement.

12.4.3 All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of any and all rights provided herein.

12.5 Upon the valid termination of this Agreement as provided under this Article, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for goods and/or services CONTRACTOR had completed/delivered as of the date of termination, less the amount of all previous payment with respect to the Compensation; provided that CONTRACTOR received AGENCY's Notice to Proceed (as defined in Section 12.5.1 below) before such goods/services were completed/delivered.

12.5.1 The Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

12.6 **Expiration.** This Agreement shall expire upon full payment of the Compensation by 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-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 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 CONTRACTOR 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 (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY: City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
Attention: James Enriquez, Director of
Public Works
Phone: (323) 887-4640
Email: jenriquez@cityofmontebello.com

To CONTRACTOR: Phillip West, P.E., QSD/P
West & Associates Engineering Inc.
78 Anacapa Court
Foothill Ranch, CA 92610
Phone: (949) 716-7670
Email: philw@westaeng.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. The venue for any litigation shall be the County of Los Angeles, California. The

Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement

ARTICLE XIX. Entire Agreement

This Agreement and the aforementioned Contract Documents 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 the first date written above ("Effective Date"). This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

ARTICLE XXI. Survival

The Parties' obligations under Article VII [Confidentiality], Article VIII [Compliance with State and Local Laws], Article IX [Indemnification], and Article XVIII [Governing Law], will survive the Termination or Expiration of this Agreement.

ARTICLE XXII. Force Majeure

Neither AGENCY nor CONTRACTOR shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, pandemics (including COVID-19), quarantine restrictions and related government restrictions, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

[SIGNATURE PAGE TO FOLLOW]

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.

CITY OF MONTEBELLO
("AGENCY")

West & Associates Engineering Inc.
("CONTRACTOR")

René Bobadilla, City Manager

Phillip West, President

Federal Tax Identification No. _____

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT A
CONTRACTOR PROPOSAL

City of Montebello

Proposal for:

Beach Street Pavement and Storm
Drain Rehabilitation Project (From
Vail Avenue to 3rd Street)



March 17, 2020

Submitted by:

West & Associates Engineering Inc.



March 17, 2020

Danilo Batson
Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Subject: Beach Street Pavement and Storm Drain Rehabilitation Project (From Vail Avenue to 3rd Street)

Dear Mr. Batson:

West & Associates is pleased to submit our Proposal for Beach Street Pavement and Storm Drain Rehabilitation Project (From Vail Avenue to 3rd Street) for the City of Montebello.

I previously had the pleasure of working with you on a project for the City of Commerce. Since then, I started a small firm that provides consulting engineering design services. We are a small firm with extensive streetscape experience, including street rehabilitation projects and street improvement projects. Overall, our team members have been involved with nearly one-hundred (100) public agency projects. A portion of these projects have been very similar to this particular project. For example, we are currently providing similar services for the City of Sierra Madre for the City's FY 2019-20 Street Improvement Project. That project is also funded by SB1/RMRA funds.

We have illustrated our understanding of the City's needs in a full-size (24x36) **Exhibit A** contained in **Section I**. We believe that our understanding shows that we are good fit for this project. Our goal for this project is to prepare plans and specifications that provides the City with the longest-lasting solutions at the **lowest possible cost** to the City.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Phillip West", with a stylized flourish at the end.

Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
(949) 716-7670 Office
(714) 728-8082 Cell
philw@westaeng.com

City of Montebello

Department of Public Works

ADMINISTRATION DIVISION

PHONE (323) 887-1200 x462

To: Prospective Responders/Bidders

From: Danilo Batson
Director of Public Works

Date: March 5, 2020

Subject: RFQ No. 20-2 – Request for Qualifications for Design and Engineering Services for Beach Street Pavement and Storm Drain Rehabilitation Project (ADDENDUM # 1 – Extension of Proposals Due Date)

I. EXTENSION OF PROPOSALS DUE DATE:

Sealed Proposals are due on or before Thursday, March 12, 2020 at 5:00 PM.

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

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

DATE: 03/13/2020 _____

COMPANY: WEST & ASSOCIATES ENGINEERING INC. _____

SIGNATURE: Philip West _____

TITLE: PRESIDENT/PRINCIPAL _____

City of Montebello

Department of Public Works

ADMINISTRATION DIVISION

PHONE (323) 887-1200 x462

To: Prospective Responders/Bidders

From: Danilo Batson
Director of Public Works

Date: March 11, 2020

Subject: RFQ No. 20-2 – Request for Qualifications for Design and Engineering Services for Beach Street Pavement and Storm Drain Rehabilitation Project (ADDENDUM # 2 – Extension of Proposals Due Date)

I. EXTENSION OF PROPOSALS DUE DATE:

Sealed Proposals are due on or before Tuesday, March 17, 2020 at 2:00 PM.

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

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

DATE: 03/13/2020 _____

COMPANY: WEST & ASSOCIATES ENGINEERING INC. _____

SIGNATURE: Philip West _____

TITLE: PRESIDENT/PRINCIPAL _____

10) Regarding the page limit for the above reference RFQ, is the fee schedule a part of the 25 page limit or as that a separate submittal?

Response: The fee schedule is not counted as part of the 25-page limit; it is considered a separate submittal.

11) The RFP asks proposers to provide a:

- a. "Fee Proposal: Provide a schedule of hourly rates that will be charged to perform services. The City will select the most qualified consultant, and then negotiate a final scope and fee. For information purposes, the following is provided. When final fee and scope is negotiated with the selected consultant."

The RFP also states:

- a. "The City will negotiate final scope and fee with the most qualified consultant."

However, the PlanetBids site is asking for lump sum price for "Design and Engineering Services." Can you please reconcile whether proposers are to submit a lump sum price or the hourly rates stated in the RFP?

Response: Please adhere to the RFP/RFQ document, not PlanetBids. There are two separate folders on PlanetBids for this RFP/RFQ, one for "Proposals" and the other for "Fee or Cost".

12) I notice that the City has extended the deadline for the Beach Street project once again. The Addendum No. 2 mentions "sealed" proposals, so we just wanted to clarify: Will the submittal now be hard copy format? Or will the submittal be through the PlanetBids as mentioned in the RFQ?

Response: Submittal will remain via PlanetBids, as stated in the RFQ. See response to Inquiry #12 for additional information.

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

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #3 AND I ACCEPT THE
AFOREMENTIONED CONDITIONS.

DATE: 03/13/2020

COMPANY: WEST & ASSOCIATES ENGINEERING INC.

SIGNATURE: 

TITLE: PRESIDENT/PRINCIPAL

TABLE OF CONTENTS

We have included the contents of the City's RFP (Required Format for Proposal Submittal) in the order shown on Pages 2 and 3 of the RFP.

CONTENTS

COVER LETTER

TABLE OF CONTENTS

SECTIONS:

1. SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE OF WORK*
2. SECTION II: PROJECT STAFF QUALIFICATIONS**
3. SECTION III: RELATED EXPERIENCE & REFERENCES
4. SECTION IV: COMPANY QUALIFICATIONS

FEE PROPOSAL (HOURLY RATES ONLY) – PROVIDED SEPARATELY

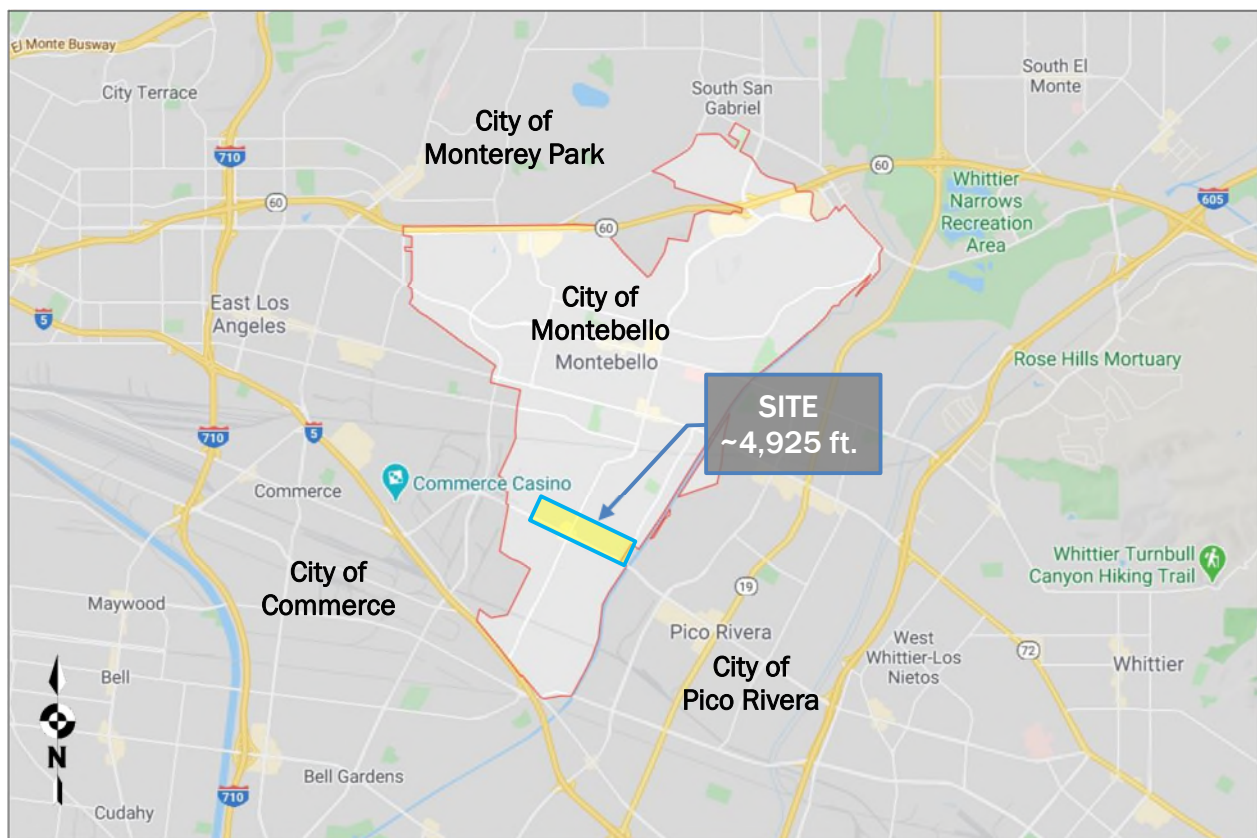
**This Section Includes Exhibits*

***This Section includes resumes*

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Project Background

In accordance with the RFP and as further clarified by the City, we understand that the City is seeking engineering design services for the preparation of Plans, Specifications, and Cost Estimates (PS&E) for pavement rehabilitation in Beach Street from Vail Avenue to 3rd Street, and storm drain replacement from 4th Street to Bluff Road. The project location is as shown below:



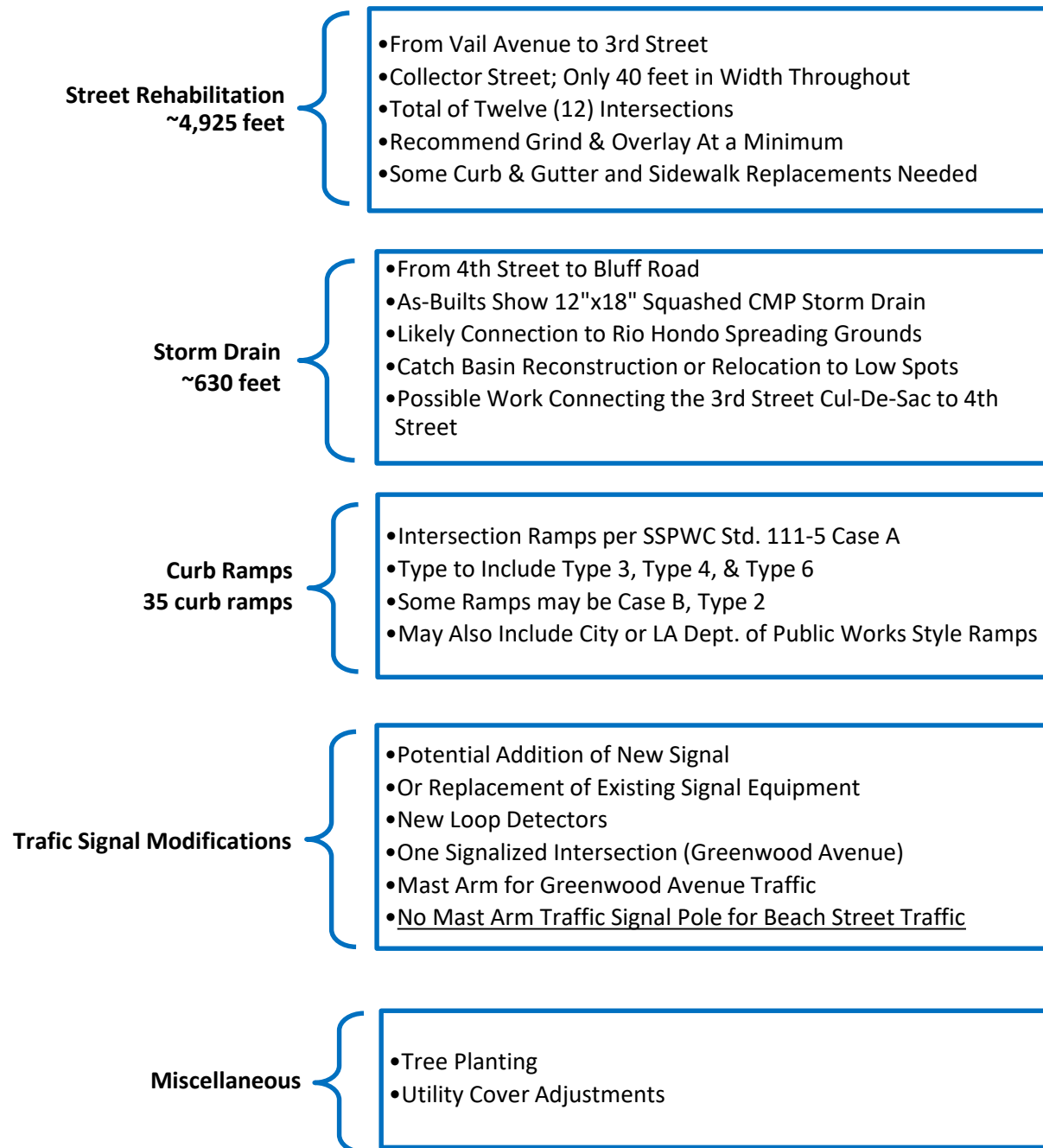
Project Site (See Exhibit A for Close-Up Site Exhibit)

The total project length is **roughly 4,925 feet**. The project involves concrete repairs, tree planting, storm drain replacement/installation, traffic signal loop replacement, pavement striping, and other-related improvements. The City has secured SB1/RMRA Funds, and the construction of the project will be constructed in accordance with Caltrans Local Assistance Procedures Manual (LAPM). We understand that the scope of the storm drain rehabilitation and replacement will depend on the funds available once construction cost estimates are prepared.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Project Scope

Along with **Exhibit A**, the following graphic provides an overall summary of the project scope:



SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Site Visit

We have visited the project site to familiarize ourselves with the project site. Below are just a few of the photos we took during our site visit:



BEACH STREET: LOOKING EASTERLY (WATER VALVE IN FOREGROUND)



BEACH STREET: LOOKING EASTERLY (SPEED HUMP IN FOREGROUND)



BEACH STREET: CATCH BASIN



BEACH STREET: LOOKING EASTERLY (SHOWING PAVEMENT CONDITIONS)

Based on our site visit, it appears that some of the curb ramps within the project limits have recently been replaced. For instance, the curb ramps at the intersection of Beach Street and Maple Avenue have been replaced **within the past year or so**. We also noted that the condition of the streets appeared to worsen as we moved easterly away from Vail Avenue towards 3rd Street.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Project Research (Due Diligence)

To help lay the groundwork for this project, we have conducted background research on the project site:

- **Research of City Standards**

We have downloaded and reviewed the City's Standard Trench Backfill plan for Streets (**City Standard 160A**). We also searched for other standard plans in the City, but were unable to find them on the City's website (<https://www.cityofmontebello.com/departments/public-works/engineering.html>).

- **Research of Tract Maps (for Surveying/Base Topo Map Due-Diligence):**

We have conducted preliminary research on the County's GIS database for land records (<https://pw.lacounty.gov/sur/landrecords/index.cfm?docType=TM>), to obtain information on bearings, distances, and monuments. We were able to identify several records for the project area. For instance, we identified a 2005 benchmark in Beach Street & Bluff Road (204.609 feet in elevation).

- **Research of Existing Utilities (DigAlert):**

To get a head start on this project, we have already conducted utility research for this Project by logging into the DigAlert (811) website and searching for the utility contract information for the project site. Below are the utility companies that may have utilities at this project site:

- | | |
|----------------------|--------------------------|
| - City of Montebello | - LACSD |
| - SCE | - Charter Communications |
| - SC Gas | - MWD |
| - AT&T | - California Water |

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Project Approach

Our project approach is presented in **Exhibit B**. The following are descriptions of the communication and quality control methods that we will plan on implementing for this project:

Communication Plan

We strive to work very closely with all of our clients. We view ourselves as extensions of City staff and we want to understand the needs of not only City management but also City operations and maintenance personnel. After all, they will be the ones responsible for operating and/or maintaining the proposed improvements. Our communication goals are:

- o Maintain regular communication via telephone and email. Important information will be made in writing via email in order to be accessible by all parties throughout the duration of the project.
- o Coordinate with 3rd party agencies in order to obtain input required during the design process
- o Strive for a high level of responsiveness and timeliness with all email and telephone communication. Typically we respond to all phone calls or emails within a few hours at most.
- o Make ourselves available for conference calls

The real test of successful communication is whether the issue is resolved the first time. We will strive to address all issues the first time, so that the issues do not have to be re-addressed down the road, thus saving time and money. As a firm that specializes in public improvements, we believe that our communication methods are effective for this particular project.

Quality Assurance/Control

We believe that the quality of our work is one of the main reasons why we exist as a firm. That being said, it is our goal to deliver the highest quality projects possible. We operate with less overhead than many of our larger competitors; enabling us to utilize more of our fees directly towards project related work and staff hours, in lieu of high overhead costs (i.e. high rent, janitorial, insurance, legal fees, etc.). The benefit for the City is that this enables us to maximize our services, **including quality assurance/control**. We believe that the quality of our work is not simply the responsibility of one individual, but each member

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

of the project team. Our work must reflect not only our own definitions of quality, but more important our client's definitions of quality on a given project.

All work will go through a QA/QC process before submittal to the client. We strive to have all projects reviewed by an experienced individual not directly involved in the project, although general familiarity with the project and the client is desirable. During the QA/QC process, Adobe PDF software is utilized to review and markup documents as opposed to printing hard copies. This practice is not only "green" but more importantly **saves a lot of time and allows us to keep records of our quality control!**

Scope of Work

We acknowledge the tasks described in the RFP. Our proposed Scope of Work will include **the entirety of the Scope described in the RFP**. For clarity purposes, we have consolidated the Scope of Work into the following major categories:

1. Phase I – Preliminary Engineering Services

- *Project Contract Management*
- *Data Collection, Surveying, Base Map*
- *Plans, Specifications, & Estimates*

2. Phase II – Final Engineering Services

- *Plans, Specifications, & Estimates*

3. Phase III – Bidding and Construction Support

- *Bid Support*
- *Construction Support*

The tasks described in this section are required to complete the project (i.e. "non-optional" tasks). In addition, we have also included a few "optional" tasks. We believe that the scope of work described herein provides the **best possible services** for your needs.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Phase I – Preliminary Engineering Services

Task 1 - Preliminary Project Administration, Coordination, and Initial Research

1. Conduct a Kickoff Meeting with City staff in order to review and/or edit the Scope of Services, discuss the technical specifics of the project, develop and/or refine the project schedule, introduce key staff members, and learn the organization structure of the City project team.
 - a. Based on the Kickoff Meeting, we will establish coordination criteria that best fits City staff needs.
2. Implement Quality Control methods to ensure quality of design and quality of services.
3. Determine affected third-parties and Agencies Having Jurisdiction (AHJ), including, but not limited to, the Los Angeles County Department of Public Works, Fish & Game (Environmental), & CEQA. Reach out to affected third-party agencies and establish coordination criteria with those agencies and determine if permitting is necessary.
4. Conduct additional site investigations as necessary to familiarize ourselves further with the project site.

Task 2 - Data Collection, Technical Research, and Topographic Survey

1. Conduct utility research within the project area, including research of all applicable utility company records.
2. Conduct research of all available land/property records and/or survey records to verify the existing right-of-way and survey monuments for the project area and confirm ownership of the right-of-way, if necessary.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

3. Review all applicable City-furnished as-builts and other record information specific to the project, including as-built drawings, maintenance/repair records, meter information, CCTV records, etc. The intent of this subtask is to better understand age, size, material, and condition of infrastructure.
4. Conduct a topographic field survey and prepare digital file in CAD (AutoCAD) for preparation of plans. All surface features for all utilities within the survey area will be located including valve covers, meter boxes, manholes, vaults and other facilities. The basis of the vertical datum will be the most recent bench mark elevations as shown in the National Geodetic Vertical Datum of 1929 (NGVD29). Submit a check copy of field survey in electronica format (CAD format as well as Shape File format) utilizing the Government Standard for Data Collection Fields.
5. (Optional): Conduct a geotechnical (pavement coring) investigation to determine the existing pavement and base thickness, sub-grade soil type and evaluation of the structural section's condition. This will include field borings within and adjacent to the well site.
 - a. Conduct laboratory testing of corings
 - b. Prepare technical report

Task 3 – 1st Submittal (60%) Construction Documents

1. Prepare 60% design plans, specifications and cost estimates (PS&E's) in accordance with the approved criteria as outlined in the Kickoff Meeting and as discussed further with City staff.
 - a. The 60% Plans will be prepared using current City Standards, other agency standards where applicable, and good engineering practice.
 - b. The total sheets of the 60% Plans will be determined during the design. At this time, we anticipate the following sheets will comprise the Proposed Plans:

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Number of Anticipated Plan Sheets Required:

Sheet Title/Name	No. of Sheets
Title Sheet	1
Plan View or Plan + Profile View (1"=20')	12
Traffic Signal (If Necessary)	2
Details	2
Total Sheets	17

- c. The 90% Specs will be prepared in accordance with City Standards and will be arranged in either the CSI Spec format, the Greenbook format, or another appropriate format.
 - d. Cost estimates will be prepared using recent bids, manufacturers pricing, information from contractors, and/or cost index data published by professional sources
2. Submit the 60% PS&E to City staff for review. The submittal will include hard copies of full size (36x24) plan sets and electronic copies (PDFs) of the Plans.
3. Meet and/or coordinate with City staff to receive input on the 60% Plans.
4. Coordinate with third party agencies (LA County) for general coordination and permitting needs.

Task 4 – 2nd Submittal (90%) Construction Documents

1. Prepare 90% design plans in accordance with the 60% Plan comments received.
2. Submit the 90% Plans to City staff for review. The submittal will include hard copies of full size (36x24) plan sets and electronic copies (PDFs) of the Plans.
3. Meet and/or coordinate with City staff to receive input on the 90% Plans.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

Phase II – Final Engineering Services

Task 5 – Final (Bid-Ready) Construction Documents

1. Prepare Final (bid-ready) design plans, specifications and estimate of probable costs (PS&E's) in accordance with the 90% PS&E comments received.
2. Submit the Final PS&E to City staff for their use in advertisement/bidding. The submittal will include hard copies of full size (36x24) plan sets (Signed Mylars), hard copies of the Specs (Signed Specs), hard copies of the cost estimate, and electronic copies (PDFs) of the Plans, Specs, and Cost Estimate on a CD. All final documents will be signed/stamped by a Professional Engineer.

Phase III – Bidding & Construction Support

Task 6 – Bidding Phase Services

1. Attend Pre-Bid meeting.
2. Assist City staff in responding in writing to any contractor's questions (RFI's) during bidding. We assume that a total of ten (10) RFIs will be required.
3. Assist the City in the preparation of any addenda. We assume that up to two (2) addenda may be required.
4. Assist the City in the evaluation of bids, including the preparation of bid tabulations.

Task 7 – Construction Phase Services

1. Assist City staff in responding in writing to any contractor's questions (RFI's) during construction. We assume that a total of twelve (12) RFIs will be required.

SECTION I: PROJECT UNDERSTANDING, APPROACH, & SCOPE

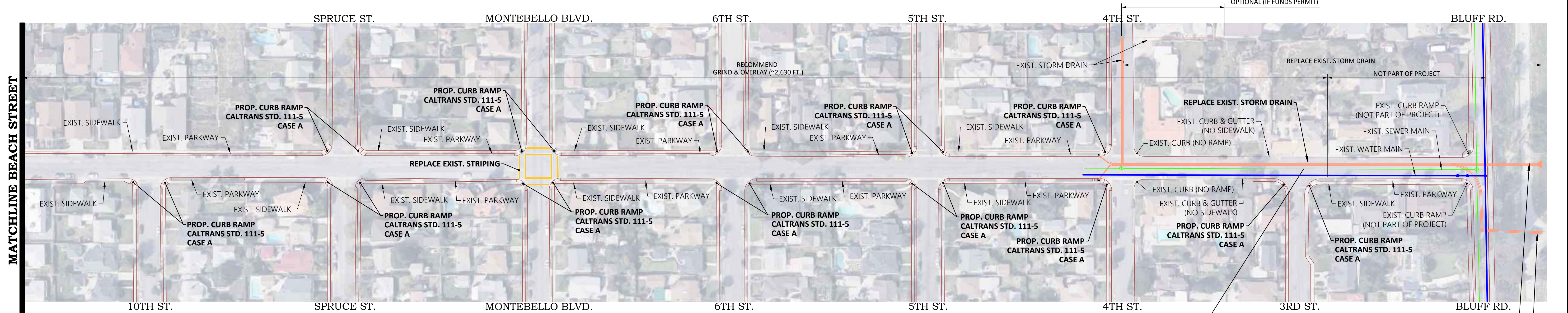
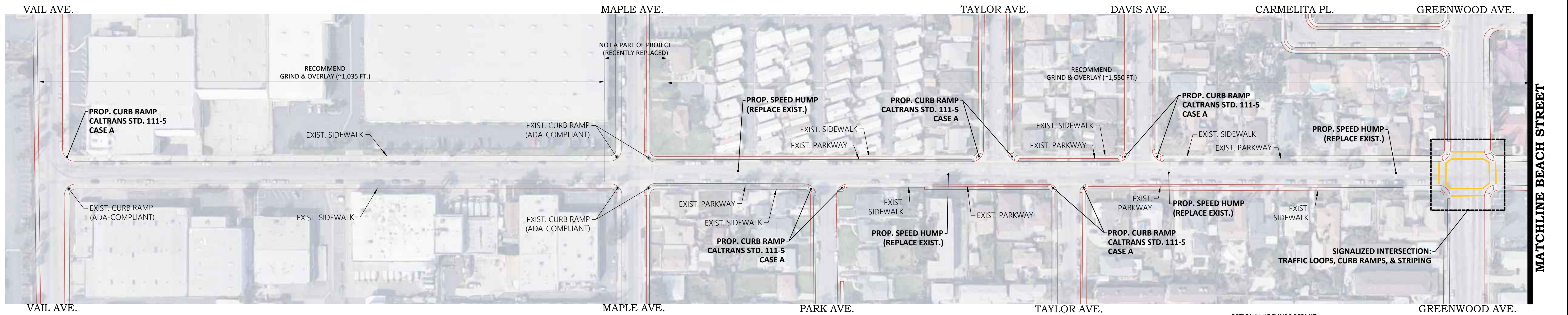
2. Assist City staff in reviewing shop drawings, samples, equipment specifications and other submittals. We assume that approximately twenty-five (25) submittal reviews for purposes of this proposal.
3. Assist the City in attending construction progress meetings.

Task 8 – As-Built Preparation

1. Prepare final As-Built drawings incorporating any changes that occurred during the construction. We will submit one (1) full size (36x24) hard copy of the as-built drawings to the Project Manager along with one (1) electronic copy on a CD. The CD will contain both PDF and AutoCAD versions of the as-built plans.

Project Schedule

We have included our project schedule to complete the Design (Final PS&E) later in this section in MS Project format. The schedule is based on a Kickoff Meeting date of May 4, 2020. This Kickoff Meeting date is based on an assumed City Council award date in late April 2020. We understand that neither the RFP nor the Addendums stipulate a timeframe of completion for this project. Thus, we show completion of the Final PS&E by November 2020, which accounts for coordination time with LA County for possible connection to the channel. This schedule also allows for two (2) City review (plan check) periods lasting for a total of three (3) weeks each (6 weeks total).

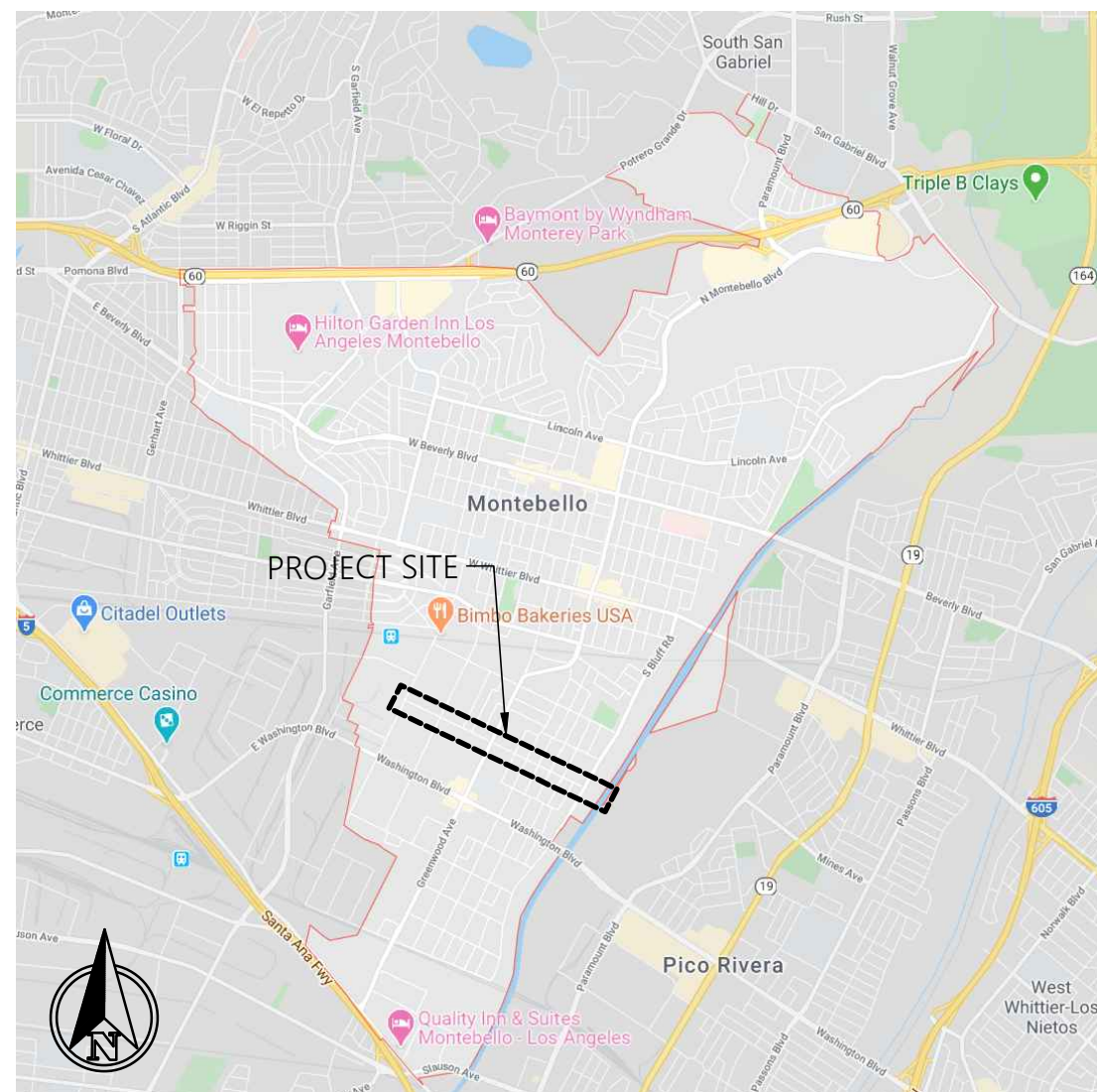


MATCHLINE BEACH STREET

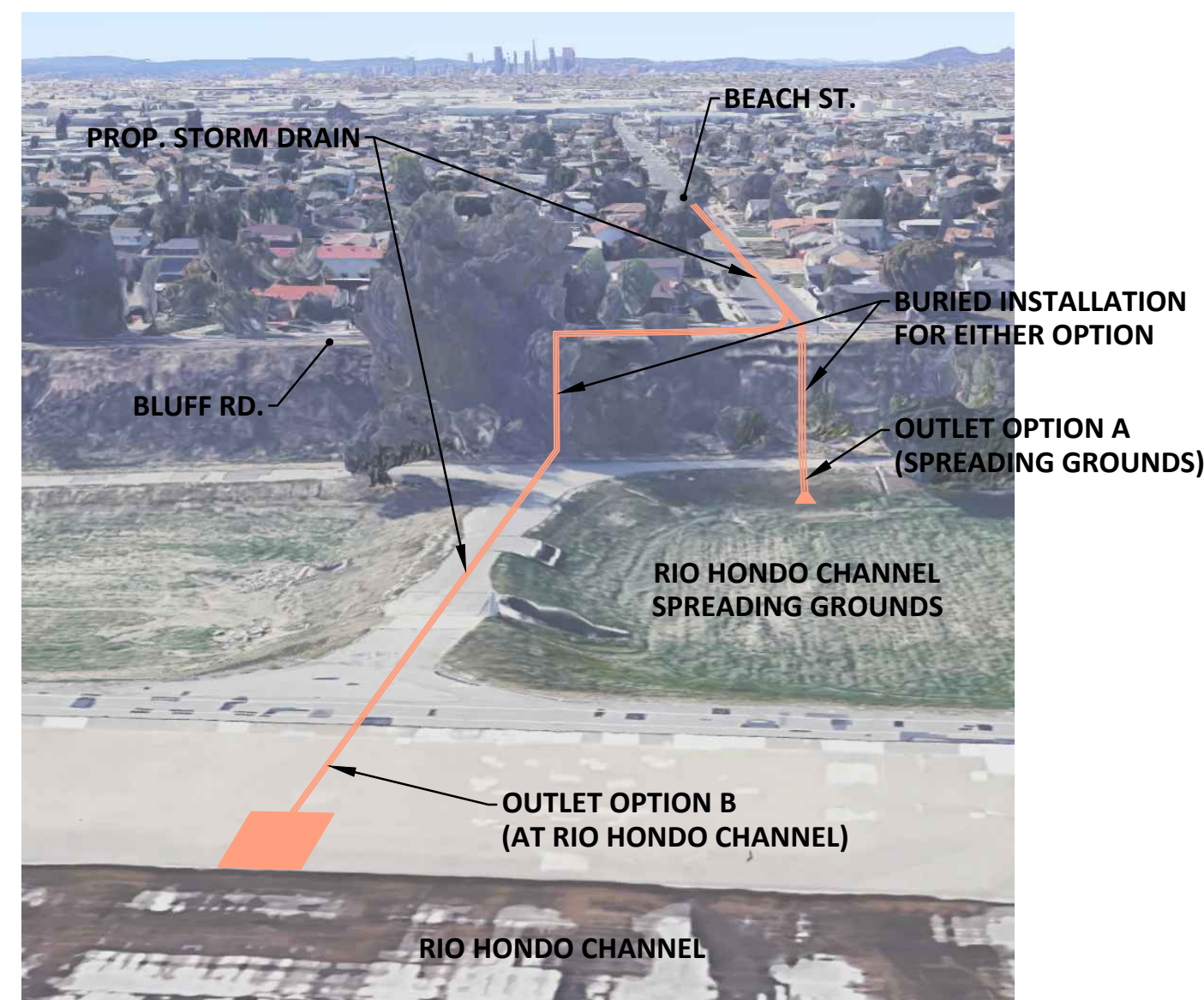
MATCHLINE BEACH STREET

BEACH

STREET



PROJECT LOCATION



DETAIL-A

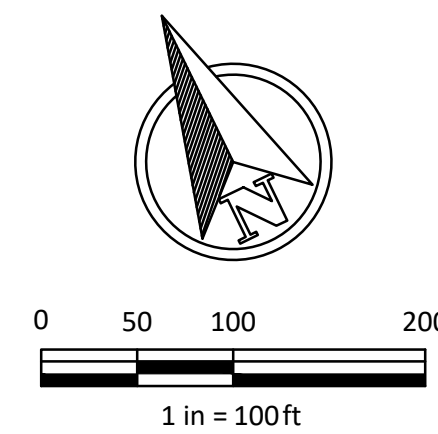


EXHIBIT-A

BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT

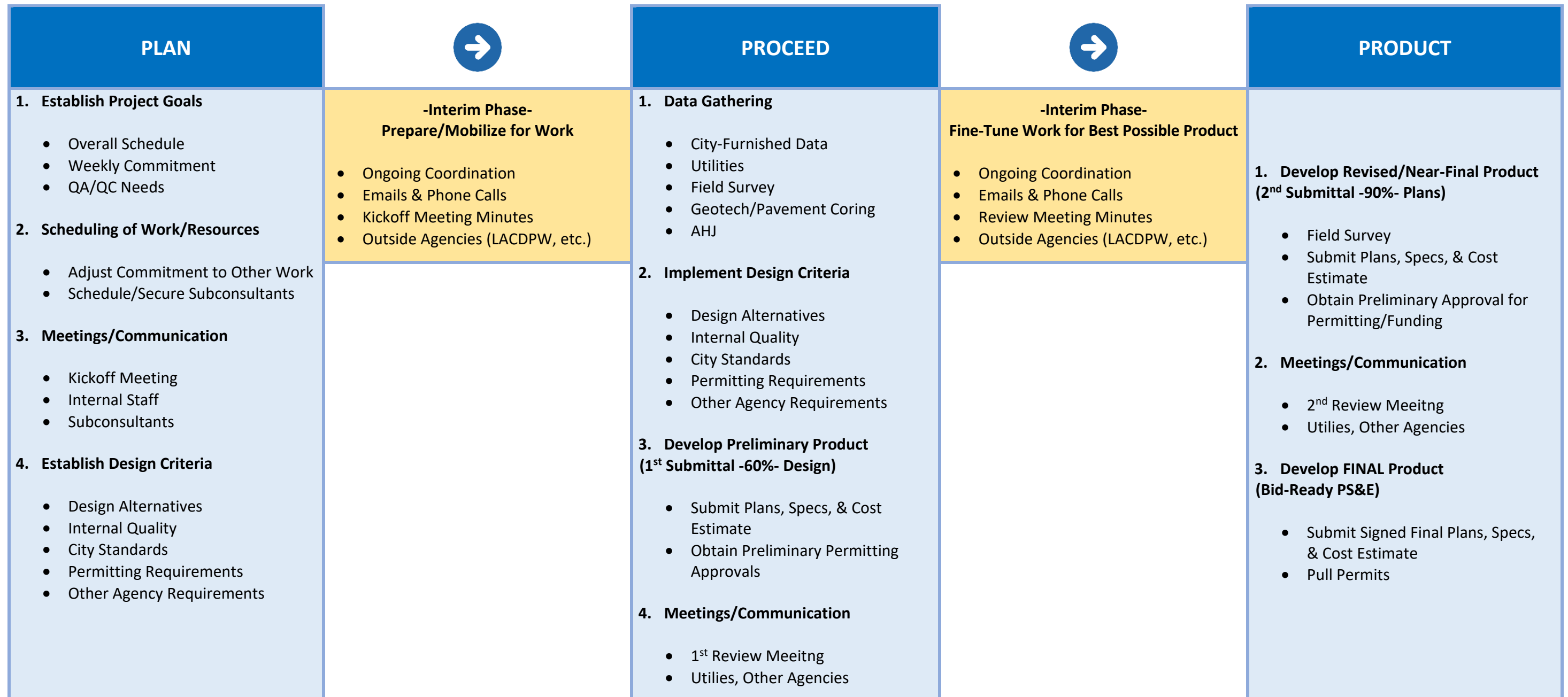


SITE PHOTO

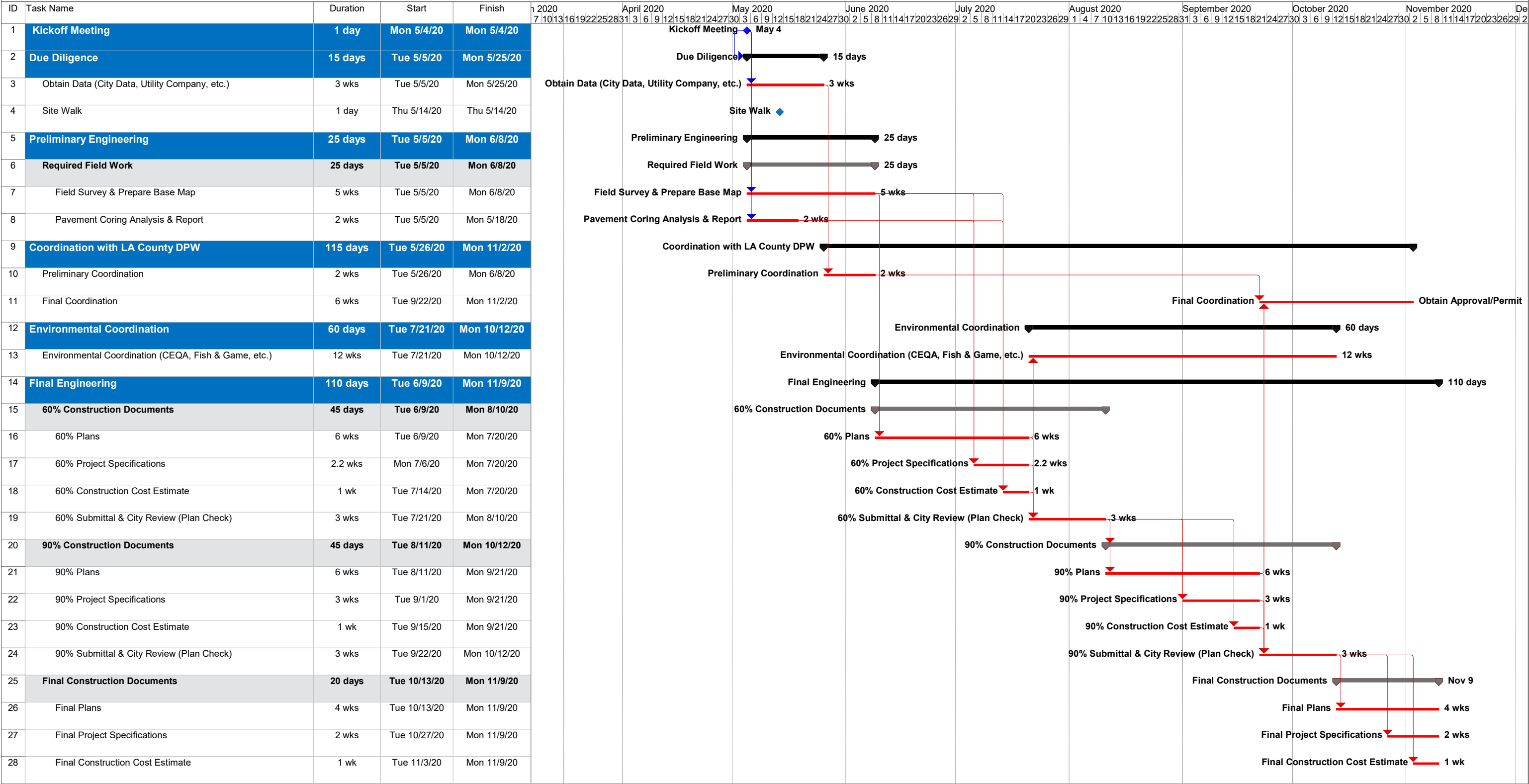


PREPARED BY:

WEST&ASSOCIATES
ENGINEERING, INC.



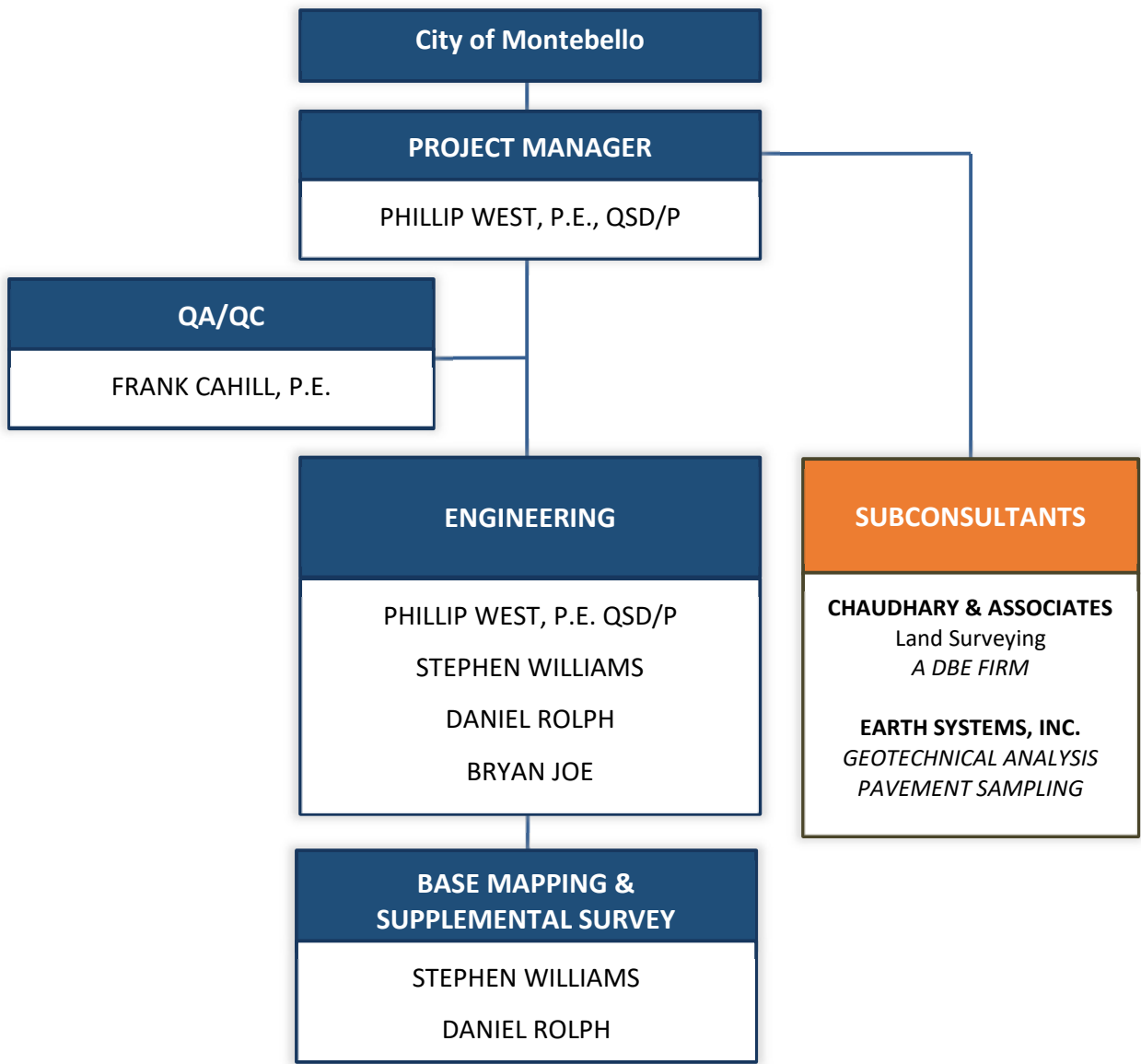
City of Montebello
Beach Street Pavement & Storm Drain Rehabilitation Project
(Vail Ave to 3rd St)



SECTION II: PROJECT STAFF QUALIFICATIONS

Organizational Chart

The project team will consist of the individuals below:



Resumes of the above individuals are provided later in this section.

SECTION II: PROJECT STAFF QUALIFICATIONS

Subconsultants

Sub-consultants, such as shown below, will help provide technical input and obtain field data outside of the services of West & Associates and will add to the overall quality of services provided by our team. **The subconsultants are local to the City and are DBE firms** (which satisfies Caltrans requirements). Brief descriptions of our sub-consultants are provided below:

Land Surveying:

Chaudhary & Associates Inc.

2675 Junipero Ave.# 600
Signal Hill, CA 90755
714.229.9247

Company Overview: Land Surveying services for California. Chaudhary & Associates Inc. is a disciplined team of experienced engineers, surveyors and inspectors dedicated to providing personalized services to a wide range of public and private clients. For over a third of a century, the professional staff has been providing services throughout California. They offer a complete range of modern cost-effective, civil engineering, land/high definition Surveying, and construction management services and solutions.

Geotechnical (Pavement Coring) Services:

Earth Systems, Inc.,

2122 East Walnut Street
Suite 200
Pasadena CA 91107
626.356.0955

Company Overview: Geotechnical services for Southern California clients. Earth Systems was started in 1969 and has been in business for over 50 years. They provide a complete range of Geotechnical Services all over Southern California. Their client list includes architects, engineers, private homeowners, commercial businesses, and of course public agencies. In total, they have worked with cities, counties, water districts, school districts, and private companies.

Phillip West, P.E., QSD/QSP
Principal/Project Manager

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 77453
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25034

OVERVIEW:

As Principal/President at West & Associates, Mr. West also serves as a Project Manager for all projects. The entirety of Mr. West's career has been **solely focused on public clients**, and he has served nearly sixty (60) public agency clients throughout his career. His experience has been very diverse and involves planning, design, construction management, field surveying, and even staffing augmentation. Most importantly for this particular project, a good portion of Mr. West's background **involves street and storm drain design**.

RELATED PROJECT EXPERIENCE

Mr. West has been involved with the related projects described below and on the following page. These projects are only a portion of Mr. West's overall experience:

CITY OF AZUSA

Surveying and mapping services for the City's Gladstone Elementary Safe Routes to School Project. The project involved pavement cross sections, grading, and street ROW information.

CITY OF BALDWIN PARK

Conducted an assessment of all major street throughout the City (i.e. non-residential streets). The assessment included field analysis of each street segment and preparation of a technical report. The technical report provided a description of the existing pavement conditions and recommendations on the course of action to repair the pavement conditions.

CITY OF BELLFLOWER

Construction Management services for the City's Rehabilitation of Palo Verde Avenue Project. The project involved grind and overlay, removal and replacement, curb and gutter work, ADA curb ramps, striping, and traffic signal modifications.

CITY OF CULVER CITY

Design services for the City's Washington Blvd. and Washington Pl. streetlight improvements project. The project involved new streetlights in the City's two main thoroughfares as well as some sidewalk, curb, gutter, street, and ramp work.

CITY OF HAWAIIAN GARDENS

Design services for the City's Fedde Middle School Safe Routes to School Project. The project involved pavement rehabilitation, ADA curb ramps, a speed hump, striping, and signal pole and conduit work.

CITY OF IRVINE

Engineering services for the City's Barranca Parkway Pavement Restoration project. The project involved rehabilitation of Barranca Parkway, including grind & overlay, new driveway ramps near the Broadcom building, re-grading of certain portions of street, striping, landscaping adjustments, and adjustment of pedestrian curb ramps.

Engineering services for the City's Culver-Alton & Culver-Main Intersection Improvements project. The project involved re-configuring of a landscaped median, re-grading of a street intersection, re-configuring of turn pocket islands, striping, landscaping adjustments, and adjustment of pedestrian curb ramps.

CITY OF LAGUNA NIGUEL

Engineering services for the City's La Plata Drive and Ivy Glenn Drive Storm Drain Rehabilitation Project. The project involved review of the existing pipe conditions, review of CCTV video, research of rehabilitation options and costs, preparation of a preliminary design report, and preparation of Plans, Specifications, and Estimates. The project involved nearly 4,000 feet of pipe in two separate street segments in the City.

Engineering services for the City's Bluebell Dr. Storm Drain Improvements Project. The project involved the design of 800 ft. of storm drain pipe, manholes, & catch basins (small curb inlets) in a residential neighborhood. The project also involved the re-design/re-grading of about 300 feet of gutter flowline in order to conduct the flow into new curb inlets.

CITY OF LA PALMA

Design services for the Indigo Lane Storm Drain project. The project involved open-cut trench installation of a PVC SDR 35 pipe in a residential neighborhood. Approximately 1,000 feet of pipe was installed. Several catch basins and a large concrete junction manhole were also constructed. The concrete junction manhole belonged to the County of Orange and required coordination during construction. Pavement rehabilitation followed the pipeline construction.

CITY OF LYNWOOD

Design services for the City's New Well 22 at Lynwood Park. The improvements included drilling and development of a new well, site grading, and street/sidewalk improvements, including ADA ramps, new sidewalk, curb, gutter, and some grind and overlay.

CITY OF MANHATTAN BEACH

Engineering services for the City's Storm Drain CIP. The services included engineer review of the City's CIP Master Plan, engineer review of as-built data and CCTV Video, preparation of a technical report with engineer recommendations, and design (preparation of plans, specs, and cost estimates) of selected storm drain improvements.

CITY OF RANCHOS PALOS VERDES

Engineering services for the preparation of an Infrastructure Report Card. The Infrastructure Report Card evaluated the City's infrastructure, including the City's Streets. The Report Card provided an assessment of existing street infrastructure conditions, recommendations on rehabilitation or replacement needs, and an estimate the costs to improve infrastructure one letter grade, and the costs to improve infrastructure from the current assigned grade all the way to an "A" grade. The project also involved field site visits, presentations to City staff, and a final presentation to City Council. The City's street's received an "A" grade.

CITY OF RANCHO SANTA MARGARITA

Engineering services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241 toll road.

CITY OF SIERRA MADRE

Currently providing design services for the City's FY 2019-20 Street Rehabilitation Project. The project involved grind & overlay, removal and replacement, slurry seal, curb and gutter replacement, sidewalk restoration, striping, and manhole adjustment over roughly 10,000 feet of City streets.

Frank Cahill, P.E.
Quality Assurance/Control**EDUCATION:**

University College Dublin,
Ireland
B.Eng. Civil Engineering

REGISTRATION:

Registered Civil Engineer, California
No. 55373

OVERVIEW:

Mr. Cahill has about **twenty-five years** of experience in Southern California in civil engineering management, design and construction for site development and **municipal projects** for cities and water districts. He will be providing quality review of plans prior to submittal to the City.

RELATED PROJECT EXPERIENCE

Mr. Cahill has been involved with the related projects described below and on the following page. These projects are only a small portion of Mr. Cahill's overall experience:

EAST ORANGE COUNTY WATER DISTRICT

Mr. Cahill acted as the District Engineer for East Orange County Water District from 2017 to 2018, for a period of nearly two years. District Engineer duties included oversight of current projects, planning and budgeting of proposed projects, direction of staff and resources.

IRVINE RANCH WATER DISTRICT

Provided project management services for the Culver Drive Recycle Water Main Replacement Project. The project involved the replacement of about 1,000 feet of recycled water main from University Drive to the existing Ranch San Joaquin golf course connection. The project involved street rehabilitation and traffic control for University Drive at University of California, Irvine Campus.

GOLDEN STATE WATER COMPANY

Engineering services for GSWVC's Lawndale Area Main Replacement – Phase II (Hawthorne Boulevard) project. The project involve replacement of nearly 6,000 feet of mains on both sides of Hawthorne Boulevard. A portion of the project involved crossing the 405-freeway overpass and required Caltrans coordination.

MCA DEVELOPMENT COMPANY

Prepared site design for the Citiwalk Project, an innovative urban village development at Universal City, CA. Included horizontal control for the placement of textured pavement "hot spots," fountains, and painted features on the street surface. Also included all utility design, agency coordination and construction management for installation of these systems

CITY OF RANCHO SANTA MARGARITA

QA/QC services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241-toll road.

CITY OF SIMI VALLEY

Assisted with engineering services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The water improvements included new street design, curb & gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work.

Stephen Williams
Assistant Engineer**EDUCATION:**
Penn State University,
B.S. Business (Organizational
Leadership)**OVERVIEW:**

Mr. Williams provides Engineering, Drafting, Surveying, and QA/QC assistance for West & Associates Projects. Prior to his experience in the water/wastewater industry, Mr. Williams had worked in the manufacturing industry for about 10 years, wherein he supervised a team. His skills with the finer details add to the precision of work for the project team.

PROJECT EXPERIENCE

Mr. Williams has been involved with the related projects described below:

CITY OF ALHAMBRA

Engineering services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Engineering services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO HILLS

Land surveying services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF SIMI VALLEY

Assisted with engineering services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The water improvements included new street design, curb & gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work

Assisted with engineering services for the design of about 26,000 feet of sewer mains to serve a proposed housing development in the City. The sewer improvements included over 6,000 feet of new water main in Lost Canyons Drive and over 20,000 feet of new mains in the proposed streets

CITY OF RANCHO SANTA MARGARITA

Engineering services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241 toll road.

CITY OF SIERRA MADRE

Engineering & land surveying services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

**Daniel Rolph,
Surveyor/CAD Designer****EDUCATION:**
B.S., Architecture,
San Diego School of
Architecture**REGISTRATION:**
Licensed Surveyor, CA (In Progress)**OVERVIEW:**

Mr. Rolph practices as a surveyor and CAD designer in the State of California. He has experience in land surveying in over a dozen cities throughout California, many of which have involved coordination with public agencies, including City and Water District Staff and California State agencies, such as Caltrans. **Thus, Mr. Rolph is familiar with the needs of public agencies.**

PROJECT EXPERIENCE

Mr. Rolph has over five (5) years of land surveying and CAD experience. Mr. Rolph has worked with Mr. West on the following projects described below. Most of Mr. Rolph's experience has been with other firms. As such, these projects represent just a small portion of Mr. Rolph's experience:

CITY OF ALHAMBRA

Land surveying & CAD Design services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Land surveying & CAD Design services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Land surveying services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Land surveying services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF RANCHO SANTA MARGARITA

Land surveying services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241 toll road.

CITY OF SIERRA MADRE

Land surveying & CAD Design services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

SECTION III: RELATED EXPERIENCE AND REFERENCES

Related Project Examples

The following experience is for the West Project Team and past experience for Mr. West. A list of references with contact information is provided later in this section.



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [626-355-7135](tel:626-355-7135)

ccimino@cityofsierramadre.com

West & Associates is currently involved with the City of Sierra Madre on the following project(s):

1. FY 2019-20 STREET REHABILITATION PROJECT

Currently providing engineering services for the City's FY 2019-20 Street Rehabilitation Project. The project involved grind & overlay, removal and replacement, slurry seal, curb and gutter replacement, sidewalk restoration, striping, and manhole adjustment over roughly 10,000 feet of City streets.



CITY OF RANCHO SANTA MARGARITA

22112 El Paseo, Rancho Santa Margarita CA 92688

Tri Nguyen, Principal Engineer [949-635-1813](tel:949-635-1813)

tnguyen@cityofrsm.org

West & Associates is currently involved with the City of Rancho Santa Margarita on the following project(s):

1. MELINDA ROAD MEDIAN EXTENSION PROJECT

Currently providing engineering services for the City's Melinda Road Median Extension Project. The project involves demolition of an existing concrete median nose and surrounding pavement in Melinda Road and the extension of the existing stamped median in Melinda Road.

SECTION III: RELATED EXPERIENCE AND REFERENCES



CITY OF BELLFLOWER

16600 Civic Center Drive Bellflower, CA 90706

Jerry Stock, City Engineer [\(562\) 804-1424](tel:5628041424)

Mr. West was involved with the City of Bellflower in 2013 on the following project(s):

1. REHABILITATION OF PALO VERDE AVENUE

Construction Management and Inspection Services for the Palo Verde Avenue Rehabilitation project. The project involved grind and overlay rehabilitation of Palo Verde Avenue from Artesia Blvd. to Arlington St. for a total of about 3,000 feet. Several curb ramps and traffic loops were replaced as a part of this project. Traffic signal work was also included. Due to the location of the project next to the border with the City of Lakewood, the project required coordination with City of Lakewood staff.



CITY OF CULVER CITY

9770 Culver Blvd. Culver City, CA. 90232

Lee Torres, Senior Engineer [\(310\) 253-5600](tel:3102535600)

Mr. West was involved with the City of Culver City in 2014 on the following project(s):

1. WASHINGTON BLVD. AND WASHINGTON PL. STREETLIGHT REPLACEMENT

Design services for the City's Washington Blvd. and Washington Pl. streetlight improvements project. The project involved new streetlights in the City's two main thoroughfares including electrical conduit, pull box, and electrical pedestal work. Project involved nearly 6,000 feet of street. The work also included sidewalk, curb, gutter, street, and ramp work.

SECTION III: RELATED EXPERIENCE AND REFERENCES



CITY OF LAGUNA NIGUEL

30111 Crown Valley Parkway Laguna Niguel, CA 92677

JC Herrera, Assistant Civil Engineer [\(949\) 362-4382](tel:949-362-4382)

West & Associates was involved with the City of Laguna Niguel in 2018 on the following project(s):

1. REHABILITATION OF LA PLATA DRIVE & IVY GLENN DRIVE STORM DRAIN FACILITIES

Engineering services for the City's La Plata Drive and Ivy Glenn Drive Storm Drain Rehabilitation Project. The project involved review of the existing pipe conditions, review of CCTV video, research of rehabilitation options and costs, preparation of a preliminary design report, and preparation of Plans, Specifications, and Estimates. The project involved nearly 4,000 feet of pipe.

2. INSTALLATION OF A STORM DRAIN SYSTEM ON BLUEBELL DRIVE

Engineering services for the City's Bluebell Dr. Storm Drain Improvements Project. The project involved the design of 700 ft. of storm drain pipe, manholes, & catch basins (small curb inlets) in a residential neighborhood. The project also involved the re-design/re-grading of about 300 feet of gutter flowline in order to conduct the flow into new curb inlets.



CITY OF LA PALMA

7821 Walker Street La Palma, CA 90623

Ismile Noorbaksh, Director of Public Works [\(714\) 690-3310](tel:714-690-3310)

Mr. West was involved with the City of La Palma on the following project(s):

1. INDIGO LANE STORM DRAIN

Design services for the Indigo Lane Storm Drain project. The project involved open-cut trench installation in a residential neighborhood. Approximately 1,000 feet of pipe was installed. Several catch basins and a large concrete junction manhole were also constructed. The concrete junction manhole belonged to the County of Orange and required coordination during construction.

SECTION III: RELATED EXPERIENCE AND REFERENCES

References

The following are key references for this proposal:



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Thomas Amare, Engineer [626-300-1562](tel:626-300-1562)

tamare@cityofalhambra.org



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [626-355-7135](tel:626-355-7135)

ccimino@cityofsierramadre.com



CITY OF LAGUNA NIGUEL

30111 Crown Valley Parkway Laguna Niguel, CA 92677

JC Herrera, Assistant Civil Engineer [949.362.4382](tel:949.362.4382)

jherrera@cityoflagunaniguel.org



RCE CONSULTANTS

24422 Avenida De La Carlota Laguna Hills, CA 92653

Brandon Willnecker (Former Project Manager) [\(714\) 655-0007](tel:714-655-0007)

brandonwpe@icloud.com



LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

27307 State Hwy. 189, Blue Jay, CA 92317

Aida Hercules-Dodaro, District Engineer [\(909\) 336-7100](tel:909-336-7100)

ahercules@lakearrowheadcsd.com

SECTION IV: COMPANY BACKGROUND

Company Background

West & Associates Engineering, Inc. or simply “West & Associates” was started in 2015 by Mr. Phillip West. We provide technical consulting services to clients throughout Southern California for a broad range of services, including planning, design, and construction management. In particular, we **specialize** in the following types of work:



GENERAL CIVIL / ROADWAYS

Streets & Streetscapes, Grading, Parks, Parking Lots, etc.



FACILITIES

Wells, Pumping Stations, Lift Stations, Valve Vaults, Tanks, Reservoirs, Structures



PIPELINES

Water Mains, Sewers, Storm Drains, Etc.



QSD/QSP SERVICES

Including preparation and inspection of SWPPPs, WQMPS, etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construct. Management

Other Notable Services:

- Plan Check
- Staffing Augmentation
- Specialty Studies

Nearly all of the past experience by the West project team members has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with over **fifty (50)** public agencies throughout Southern California. A good portion of these clients are repeat clients

SECTION IV: COMPANY BACKGROUND

that the team members have worked with over the years on more than one project. The following are clients that Mr. West and the project team members have worked with:

- **Cities (44), including:** Anaheim, Arcadia, Azusa, Baldwin Park, Beverly Hills, Bellflower, Blythe, Calexico, Chino, Chino Hills, Covina, Commerce, Culver City, Cypress, Glendale, Glendora, Hawaiian Gardens, Inglewood, Irwindale, Irvine, Laguna Niguel, La Habra, La Palma, Lomita, Lynwood, Manhattan Beach, Moreno Valley, Norwalk, Pico Rivera, Pomona, Rancho Santa Margarita, Ranchos Palos Verdes, Rialto, Riverside, San Dimas, San Fernando, San Juan Capistrano, Santa Monica, Sierra Madre, Simi Valley, South Pasadena, Thousand Oaks, Torrance, Whittier
- **Water Agencies (14), including:** Azusa Light & Water, Crescenta Valley Water District, East Orange County Water District, Foothill Municipal Water District, Golden State Water Company, Irvine Ranch Water District, Kinneloa Irrigation District, Lake Arrowhead Community Services Department, Lincoln Avenue Water Company, Long Beach Water Department, Mesa Water District, San Gabriel Valley Municipal Water District, South Coast Water District, Valley Water Company
- **County Agencies (2) including:** Los Angeles, San Bernardino

As evident by our clients shown above, our Project Team members have served clients all over Southern California, regardless of the distance. In fact, we have completed services for municipal agencies which are nearly **four (4) hours away from our office**. We are very versatile and able to serve your needs!

Office Location and Contact Information

We are a small California “S” Corporation. Our office is located in Foothill Ranch (Lake Forest) in Orange County, California. Mr. Phillip West acts as the Principal/President of the firm.



www.westaeng.com

- Started in 2015
- California “S” Corporation
- Contact: Phillip West, P.E., QSD/QSP
- Office: (949) 716-7670
- Cell: (714) 728-8082
- philw@westaeng.com

SECTION IV: COMPANY BACKGROUND

General Company Information:

In accordance with information requested in many RFPs, we hereby provide the following information:

No.	Information	Company Data
1	Official name and address	West & Associates Engineering, Inc. 78 Anacapa Court Foothill Ranch, CA 92610
2	Proposer's primary point of contact	Phillip West (949) 716-7670 philw@westaeng.com
3	Type of entity	S-Corporation
4	Corporation Numbers	Fed No. 81-5259524 CA No. C3986570
5	Totally or partially owned by another business organization or individual?	No. Privately owned and operated.
6	Number of years Proposer has been in business under the present business name	4.5 years
7	Number of years of experience the Proposer has provided equivalent or related services	14 years
8	Failures or refusals to complete a contract?	No
9	Individuals/Firms who own an interest of 10% or greater in the proposing firm	Mr. Phillip West, P.E.
10	Financial interests in other lines of business?	No
11	Claims for Money or Damages History	None
12	Litigation/Adverse Judgement History	None
13	Termination of Contract "For Cause" History	None
14	Disciplinary Actions by Professional/Governing Bodies	None



FEE/COST PROPOSAL

Detailed Fee Estimate

Task No.	ITEM	PM	ENG	CAD	SRVY	QA/QC	SEC	TOTAL	
		\$150	\$130	\$102	\$240	\$130	\$72	HRS.	\$
NON-OPTIONAL WORK LISTED IN RFP									
Pt. 1 - PRELIMINARY ENGINEERING									
1	Kickoff Meeting Including Preperation of Agenda & Minutes	6	6				4	16	\$1,968
2	Data Collection, Review, and Site Investigations	5	6	4				15	\$1,938
3	Utility Coordination (Obtain Data)	4	8				12	24	\$2,504
4	Field Survey and Prepare Digital (AutoCAD) Base Maps	8	12	60	154			234	\$45,840
5	Conduct Hydrology Study for Sizing of Storm Drain	8	24			6		38	\$5,100
6	Preliminary Coordination with LACDPW	4	12				4	20	\$2,448
7	Review Meetings (1)	4	4				4	12	\$1,408
Subtotal		39	72	64	154	6	24	359	\$61,206
Pt. 2 - DESIGN/PREPARATION OF PLANS									
1	Prepare & Submit 60% Design PS&E	30	80	90		16	8	224	\$26,736
2	Prepare & Submit 90% Design PS&E	24	60	80		12	8	184	\$21,696
3	Prepare & Submit Final Design PS&E	16	24	30		8	6	84	\$10,052
4	Follow-Up Utility Coordination (Confirm Data)	4	12				8	24	\$2,736
5	Final Coordination with LACDPW (Plan Check & Permitting)	8	40	8			8	64	\$7,792
6	Review Meetings (2)	8	8				4	20	\$2,528
Subtotal		90	224	208	0	36	42	600	\$71,540
Pt. 3 - BIDDING/CONSTRUCTION SUPPORT									
1	Attend Pre-Bid Meeting	4	4					8	\$1,120
2	Review/Respond to RFIs, RFCs During Bidding (Estimate of 10 RFIs)	4	8					12	\$1,640
3	Prepare Addenda During Bidding (Estimate of 2 Addenda)	4	6					10	\$1,380
4	Attend Pre-Construction Meeting	4	4				4	12	\$1,408
5	Review/Respond to RFIs, RFCs During Const. (Estimate of 12 RFIs)	8	16					24	\$3,280
6	Review Contractor's Submittals (Estimate 25 Submittals)	8	24					32	\$4,320
7	Attend Construction Progress Meetings (Estimate 3)	10	10					20	\$2,800
Subtotal		42	72	0	0	0	4	118	\$15,948
Pt. 4 - AS-BUILTS									
1	As-Builts/Record Drawings	4	8	12		8		32	\$3,904
Subtotal		4	8	12	0	8	0	32	\$3,904
Direct Costs (printing, reproduction, shipping, mileage, etc.)								N/A	\$2,402
TOTAL NON-OPTIONAL WORK		175	376	284	154	50	70	1,109	\$155,000

Non-Optional Work: \$155,000

SUBCONSULTANT WORK									
1	Pavement/Geotechnical Investigation (14 Corings & Technical Report)							N/A	\$28,000
2	Utility Potholing (12 Utility Potholes & Summary Reports)							N/A	\$18,000
Subtotal		0	0	0	0	0	0	0	\$46,000
TOTAL FOR SUBCONSULTANT WORK		0	0	0	0	0	0	0	\$46,000

Subconsultant Work: \$46,000

FEE/COST PROPOSAL

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Key Positions

Position	Hourly Rates
Project Manager	\$150
Engineer	\$130
CAD Designer (Assistant Engineer Level)	\$102
Quality Assurance/Control	\$130
Secretary	\$72
2-Man Survey Crew	\$240

Other Positions

may not apply to this project

Position	Hourly Rates
Structural Engineer	\$175
Electrical Engineer	\$175
Landscape Arch.	\$150

Subconsultants*

Position	Typical Rates
Geotechnical Pavement Coring & Tech. Report (per Coring Up to 2.5 ft.)*	\$2,000*
Potholing (Typ. Subconsultant costs per Pothole)*	\$1,500*

***Subconsultant Activity. Price may vary depending on number of potholes/borings.**

Reimbursable In-House Costs

Vehicle mileage, between engineer's office and project site and/or client offices	\$ 0.58/mile
Reproduction, printing, and any other services performed by subcontractor	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates are effective until December 31, 2020 or until the end of this contract.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: **Paving The Way Program - Authorize City Manager to Execute the Fifth Amendment to Agreement No. 3066 with Infrastructure Engineers for Engineering Services**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

Approve the Fifth Amendment to Professional Services Agreement No. 3066 with Infrastructure Engineers for engineering services for the Paving the Way (Fiscal Years 2020/21 and 2021/22) street improvement bond-funded program for a fee not-to-exceed \$1,596,777.

BACKGROUND

On March 25, 2015, the City Council approved a Professional Services Agreement for City Engineering Services with Infrastructure Engineers. The Agreement was for three years, with options for two one-year extensions for a total maximum of 5 years of contracted services. The first extension of the Agreement was exercised on March 22, 2018 (First Amendment) while the second extension was exercised on March 22, 2019 (Second Amendment). The Third Amendment was approved on December 18, 2019 adding the services needed to implement “Paving the Way” for Fiscal Year 2019/20. The Fourth Amendment was approved by the City Council on March 25, 2020 extending the term of Professional Services Agreement No. 3066 on a month-to-month basis. Under this agreement, Infrastructure Engineers continues providing engineering services for multiple infrastructure improvement projects.

The following arterial and collector streets are included in the Paving the Way program for Fiscal Years 2020/21 and 2021/22:

- Date Street: Greenwood Ave to Maple Ave
- Maple Ave: Washington Blvd to Date St
- Vail Ave: Olympic Blvd to U.P.R.R. railroad

PAVING THE WAY PROGRAM – AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS FOR ENGINEERING SERVICES

Page 2 of 3

- Olympic Blvd: Greenwood Ave to Montebello Blvd
- Montebello Blvd: Lincoln Ave to Los Angeles Ave
- Gage Rd: Union St to Telegraph Rd
- Whittier Blvd: West City Boundary to East City Boundary
- Via Campo: Gerhart Ave to Garfield Ave
- Wilcox Ave: Beverly Blvd to Whittier Blvd
- Union St: Greenwood Ave to Gage Rd
- Mines Ave: Vail Ave to Greenwood Ave
- Beverly Blvd: Wilcox Ave to Via Val Verde Ave
- Beverly Blvd: Garfield Ave to West City Limit

ANALYSIS

On August 28, 2019, the City Council authorized the City Manager to negotiate an amendment with Infrastructure Engineers, as allowed under Agreement No. 3066 for engineering services in connection with the City's Paving the Way program. The City Council approved the Third Amendment on December 18, 2019 for the first year of the Paving the Way program (Fiscal Year 2019/20). The first year of the program consisted of 110 residential streets and all three contracts for the first year are currently under construction with completion scheduled for November 2020 or Spring 2021, depending on weather conditions.

Staff has negotiated the engineering fee for the second and third year of the Paving the Way program (Fiscal Years 2020/21 and 2021/22) that include street improvements on various arterial and collector streets throughout the city (see list above). The proposed fee is reasonable for a construction program of the magnitude proposed. Since the bond-funded program is required to be completed within three years of the bond issuance, engineering design must be initiated as soon as possible to ensure the projects are constructed within the prescribed deadline. Furthermore, Infrastructure Engineers is familiar with the projects included in the program and is well-positioned to ensure projects are delivered within the required schedule.

FISCAL IMPACT

The City issued over \$25.0 million in Sales Tax Revenue Bonds in December, 2019 (Series 2019 A, B, C). The debt service will be paid for using Local Return Funds revenue from Proposition C (Fund 215), Measure R (Fund 220) and Measure M (Fund 222). Bond proceeds are utilized to pay for all services (engineering, project management, construction, etc.) related to the Paving the Way program.

PAVING THE WAY PROGRAM – AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS FOR ENGINEERING SERVICES

Page 3 of 3

Funds required for the proposed action are currently available under the following Account Numbers:

FUND NAME	ACCOUNT NO.
Proposition C	215-99-6040.10
Measure R	220-99-6040.10
Measure M	222-99-6040.10

If approved by City Council, the cost of the proposed contract amendment will not exceed \$1,596,777, as it relates to Paving the Way. Expenditures will be directly charged to the accounts listed above. Staff will then work with the bond trustee (BNY Mellon) to transfer cash from the bond proceeds account to the City, reimbursing each Local Return Fund for the expenses.

SUMMARY

The City Council will consider approval of the Fifth Amendment to Agreement No. 3066 and authorize the City Manager to execute the amendment on behalf of the City in an amount not to exceed \$1,596,777.

ATTACHMENTS

- A) Fifth Amendment
- B) Infrastructure Engineers proposal dated July 22, 2020

AGREEMENT NO. 3066

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

This Fifth Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS ("Fifth Amendment") is entered into this August 12, 2020, by and between Infrastructure Engineers, ("Consultant") and City of Montebello ("City"), with reference to the following facts:

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

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

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

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

WHEREAS, on or about December 18, 2019, the Parties amended the Agreement adding services for the implementation of the street improvement bond funded program known as "Paving the Way" (Fiscal Year 2019/20) to this contract via the Third Amendment;

WHEREAS, on or about March 25, 2020, the Parties extended the Agreement on a month-to-month basis via the Fourth Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of "Paving the Way" for Fiscal Years 2020/21 and 2021/22 to this Agreement.

WHEREAS, on August 28, 2019, the City Council unanimously voted and authorized the City Manager to negotiate an amendment to the existing Agreement to facilitate a Street Improvement Bond to be implemented over a

three-year period; and

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

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

SECTION 2. Compensation.

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

Notwithstanding the above, for the design of the capital projects (Paving The Way), the program management, studies, construction management and other ancillary services related to Paving the Way for Fiscal Years 2020/21 and 2021/22 only, the Consultant shall be compensated at the rate set forth in Consultant's proposal dated July 22, 2020, hereto attached as Exhibit "A" to this Fifth Amendment. Total compensation for these Paving the Way services for Fiscal Years 2020/21 and 2021/22 shall not exceed \$1,596,777.00.

SECTION 3. Remainder of Agreement Effective.

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

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

René Bobadilla
City Manager

Sid Mousavi
CEO

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

July 22, 2020

James Enriquez, PE
Director of Public Works/City Engineer
1600 W Beverly Blvd.
Montebello, CA 90640

Subject: Proposal to Provide Engineering Services to the City of Montebello's Paving the Way Program (2nd and 3rd Year). – Design, Program Management and Construction Management

Dear Mr. Enriquez,

Infrastructure Engineers is pleased to partner with the City of Montebello to continue the implementation of the "Paving the Way" Fiscal Years (FYs) 2020-2021 and 2021-2022 programs. During the "Paving the Way" FY 2019-2020 program, we have completed the Planning & Strategy Development for all three fiscal years which shall be executed and achieved as part of this proposal.

Scope of Work

Infrastructure Engineers will provide all necessary services to achieve the City's goals for the program. This work includes all services held for the 2020-2021 and 2021-2022 area designated FYs, but is not limited to the tasks outlined here.

Task 1: Design Activities

1.1 – Arterial Streets

Arterial Streets will be designated for FY 2020-2021 streets which total to seven segments listed in Table 1. Based on field observations the segments listed below will require survey and geotechnical investigations.

Table 1: Arterial Streets

	Street Name	Segment Limit
1	Date St.	S Greenwood Ave. to S Maple Ave.
2	S Maple Ave.	E Washington Blvd. to Date St.
3	S Vail Ave.	Olympic Blvd. to Colegrove Ave.
4	S Vail Ave.	Colegrove Ave. to U.P.R.R.
5	W Olympic Blvd.	S Greenwood Ave. to Montebello Blvd.
6	Montebello Blvd.	Lincoln Ave. to W Los Angeles Ave.
7	Gage Rd.	Union St. to Telegraph Rd.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this

task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

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

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

Land Surveying

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

Geotechnical Investigation

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

Plans, Specifications and Estimates

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

65% Plans and or Specifications: Infrastructure Engineers will prepare preliminary design plans for the project to include all the City's goals and needs. During this process, extensive coordination will be conducted to meet the City's requirement for the project and stakeholders' approval. These services include, but are not limited to preparation of a base map showing detail of existing conditions, existing utility locations, and proposed design concept and solutions for the project.

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

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

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed Mylar drawings, electronic copies of the plans will be delivered to the City for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher

quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction as well as all available City standards, and any other applicable state and federal codes.

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

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

Record Drawings (As-Built)

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

1.2 – Transit Route Streets

Transit Route Streets will be designated for FY 2020-2021 and FY 2021-2022 and are eligible for Proposition C funding. Transit Route Streets have six street segments scheduled for FY 2020-2021 listed in Table 2 and three street segments for FY 2021-2022 listed in Table 3.

Table 1: Transit Route Streets FY 2020-2021

	Street Name	Segment Limit
1	Whittier Blvd.	120' West of Garfield Ave. To Montebello Blvd.
2	Whittier Blvd.	Montebello Blvd. to Van Norman
3	Via Campo	Gerhart Ave. to Garfield Ave.
4	Wilcox Ave.	Beverly Blvd. to Whittier Blvd.
5	Union St.	Greenwood Ave. to Gage Rd.
6	Mines Ave.	Vail Ave. to Greenwood Ave.

Table 3: Transit Route Streets FY 2021-2022

	Street Name	Segment Limit
1	Beverly Blvd.	West City Limit to Findlay Ave.
2	Beverly Blvd.	Findlay Ave. to Garfield Ave.
3	Beverly Blvd.	Via Val Verde to Wilcox Ave.
4	Beverly Blvd.	Howard St. to Montebello Blvd.

Record Research

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

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

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Record Drawings (As-Builts)

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

Task 2: Program Management

Infrastructure Engineers will provide project management during the entire course of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings (weekly or bi-weekly), preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. Infrastructure Engineers will

ensure that all design elements required by the City and other governing agencies are addressed at various stages of the work.

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

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

Bid Phase

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

Construction Phase

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

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

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

Controlling Change Orders (As Required): In performing our analysis of change orders, Infrastructure Engineers' attention is focused on determining whether or not an alleged change is merely a clarification; if

it is a change, we find out if it is necessary. Lastly, we determine how much added value, if any, is given to the project by making the change and which party is responsible. Every pending change involving time or cost will be evaluated in a timely manner. Infrastructure Engineers' recommendations will be given to the City to facilitate timely and well-informed decisions. We will assist the City in negotiating with the contractor to ensure the City receives a fair price for all change orders.

Task 3: Construction Management

Construction Management

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

Constructability Review

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

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

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

Pre-construction Conference Review

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

- Issuance of Notice to Proceed to contractor
- Move-in/mobilization period for the contractor
- Contractor's schedule

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

Agency Coordination

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

Management/Information Systems

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

Coordinate Project Submittals

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

Weekly Construction Meetings

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

Issues Management

It is our goal to use proper quality control measures to avoid unnecessary change orders, claims, or disputes on this project. While the constructability review completed in the pre-construction phase will assist and aid in this process, not all issues are known prior to the start of construction. The first step in this process is avoidance. Avoidance is critical because many disputes and change orders can be avoided if proper measures are in place. Consistent inspection of work and constant review of the contractor's progress are vital when it comes to preventing unnecessary disputes and change orders by the contractor to the City.

Dispute/Change Order Process

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

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

Progress Payments

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

Fee Proposal

The total proposed fee to perform the above tasks is \$1,596,777 as detailed in the attached Exhibit "A".

Sincerely,

Infrastructure Engineers



Farzad Dorrani, MS
Chief Operation Officer

Agreed and Accepted

Name and Title

Date

Exhibit "A"

Task	Description	Principal-in- -Charge	Project Manager	Senior Engineers	Engineer Associates	Engineer Assistants	Engineering Technician/CADD	Design Admin	Surveying	Geotechnical	Construction Manager	Construction Admin	Reimbursable	Cost
	Rate:	\$220	\$176	\$154	\$131	\$110	\$98	\$78	Sub-Consultants		\$165	\$78		
1	Design Activities													
1.1	Arterial Streets (PS&E)	16	160	240	440	620	580	90	\$ 34,684	\$ 17,266			\$ 1,800	\$ 312,090
1.2	Transit Route (Prop C) Streets (PS&E)	20	210	422	980	1450	1130	128	\$ 87,308	\$ 27,337			\$ 2,900	\$ 632,497
2	Program Managment	40	160	100	150	300	98	92						\$ 121,790
3	Construction Management										2,600	1,300		\$ 530,400
													TOTAL	\$ 1,596,777

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **Citywide Bus Stop Improvement Design and Installation Project - Notice of Completion**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Accept the Work as complete for the Citywide Bus Stop Improvement Design and Installation Project constructed by AP Construction and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2) Approve the final contract amount of \$2,076,808 and authorize the City Manager to release the retention payment and all other monies due to AP Construction following the mandatory waiting period from the date the Notice of Completion is recorded.

BACKGROUND

The City of Montebello currently maintains 163 bus stops throughout its jurisdiction, varying in type and size. Amenities at bus stops include varying combinations of shelters, bus stop benches, trash receptacles, signage, and solar powered bus stop poles.

ANALYSIS

On November 30, 2016, the City Council authorized the award of a contract to AP Construction (the "Contractor") for Citywide Bus Stop Improvement Design and Installation Services. The project included three (3) phases. Phase 1 included survey and site assessment of all 163 bus stop locations for ADA compliance; Phase 2 included the shelter and amenity design process; and Phase 3 included the fabrication and installation of the bus stop amenities and shelters and associated ADA site improvements at selected locations.

**CITYWIDE BUS STOP IMPROVEMENT DESIGN AND INSTALLATION PROJECT -
NOTICE OF COMPLETION**

Page 2 of 3

Upon completion of Phase 1 of the project scope, the Contractor prepared a detailed scope for removal and replacement of non-ADA compliant portions of sidewalk, damaged bus pads, damaged curb and gutter, and asphalt patching. Additionally, the City requested that all sheltered bus stop red curbs be painted and all sheltered sites be power washed. Simultaneously, the Contractor began Phase 2 developing the shelter design.

On October 25, 2017, the City Council reviewed and approved the Bus Shelter Design and complimentary bench and trash receptacles. Various sheltered locations were removed from the inventory list. In some cases, the removal from the list pertained to the shelters located at the Shops of Montebello and along Montebello Boulevard. The sheltered sites located on the property of the Shops were identified to be left as-is and the Montebello Boulevard shelter at Sears was left as-is due to the pending street improvement project in that area. An additional sheltered bus stop was added to the project.

In total, 50 bus shelters with associated amenities were installed throughout the City. Additional improvements included ADA compliant sidewalk segments, repair of damaged bus pads, damaged curb and gutter, and asphalt patching.

At this time, staff has determined that the Contract Work is complete with a quality acceptable to the City Engineer.

FISCAL IMPACTS

The City was awarded \$2.57 Million of Federal Transit Administration (FTA) funding for Bus Stop Improvements. Inclusive of the local match and California Transportation Toll Credits, the total project budget is \$3,212,500. The table below presents the original contract amount, plus two change orders, and the retention amount remaining to be released to the Contractor. The total construction cost is \$2,076,808.

AP Contract	\$1,749,549
Change Order #1 - ADA improvement	\$ 349,614
Change Order #2 - Added stop	\$ 3,377
Changer Order #2 - Credit for shelters not installed	(\$ 25,732)
Total	\$2,076,808
Retention	\$ 103,840

**CITYWIDE BUS STOP IMPROVEMENT DESIGN AND INSTALLATION PROJECT -
NOTICE OF COMPLETION**

Page 3 of 3

SUMMARY

The Bus Stop Improvement Project included the design, fabrication and replacement of Montebello Bus Line bus shelters, associated bus stop benches, trash receptacles, signage, and solar powered bus stop poles within the City of Montebello. The new bus shelters and bus stop amenities include agency branding, enhanced lighting and amenities, and compliance with ADA requirements.

The Contractor completed the scope of work within the project budget. The total cost of the construction is \$2,076,808. It is recommended that the City Council accept the Citywide Bus Stop Improvement Design and Installation Project as completed, authorize the City Engineer to prepare a Notice of Completion and the City Clerk to file the Notice of Completion with the Los Angeles County Recorder, and authorize the City Manager to release the retained funds.

ATTACHMENTS

A) Notice of Completion

NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on December 28, 2017. The general scope of work consisted of traffic signal modifications, signage, traffic striping & markings and associated electrical improvements.

8. The name of the contractor, if any, for such work of improvement was

AP Construction

March 31, 2017

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows **Citywide Bus Stop Improvement Design and Installation, Bid No. 15-11, Federally Funded Project FTA CA-90-Y974**

10.

James Enriquez, P.E., City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020 at City of Montebello, Montebello, CA.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Authorize the Filing of Applications with South Coast Air Quality Management District (SCAQMD) to Receive Funding from the Carl Moyer Memorial Air Quality Standards Attainment Program for Purchase of Zero-Emission Bus and Electric Charging Infrastructure**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Authorize the filing of applications with the South Coast Air Quality Management District (SCAQMD) to receive funding from the Carl Moyer Memorial Air Quality Standards Attainment Program to purchase a zero-emission bus and electric charging infrastructure.
- (2) Take such additional, related, action that may be desirable.

BACKGROUND

Since 1998, the Carl Moyer Memorial Air Quality Standards Attainment Program ("Moyer Program" or "Program") has cost-effectively reduced smog-forming and toxic emissions. Approximately \$1 billion has been allocated to date and the Program continues to provide over \$60 million in grant funding each year to transit agencies to clean up older polluting engines throughout California. Projects funded by the Moyer Program include the retrofit, repower and replacement of older, heavy-duty vehicles and equipment with newer, cleaner models.

For advanced technology engines that are zero-emission or, alternatively, meet the cleanest optional standard level certified, the Program allows air districts to choose to apply a cost-effectiveness limit of up to \$100,000 per weighted ton. If awarded the City may receive a total of \$537,500 for an electric bus.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 12, 2020
**AUTHORIZE THE FILING OF APPLICATIONS WITH SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT (SCAQMD) TO RECEIVE FUNDING FROM THE CARL
MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM FOR
PURCHASE OF ZERO-EMISSION BUS AND ELECTRIC CHARGING
INFRASTRUCTURE**

Page 2 of 2

Infrastructure projects or equipment replacement projects are not subject to the cost-effectiveness limit. The Program allows air districts to apply for 50% of eligible cost. If awarded the City may receive a total of \$85,000 for an electric charging infrastructure. The funds are available on a first-come, first-served basis so it is critical that the City of Montebello apply for the funds as soon as possible.

FISCAL IMPACT

There is no fiscal impact related to the filing of an application for the Moyer Program grant. Should the City be successful and receive grant funding, subsequent City Council action will be required to appropriate the grant funds. Staff will follow up with a related agenda report and action at that time.

SUMMARY

Staff is recommending that the City Council consider authorizing the filing of applications with South Coast Air Quality Management District (SCAQMD) to receive funding from the Carl Moyer Memorial Air Quality Standards Attainment Program for the purchase of a zero-emission bus; and direct staff to take such additional, related, action that may be desirable.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Montebello Bus Lines (MBL) Advertising Program Service Request for Proposal (RFP), No. 20-16**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve Montebello Bus Lines (MBL) Advertising Program Service Request for Proposal (RFP), No. 20-16, as recommended by the Director of Transportation.
- (2) Take such additional, related action that may be desirable.

BACKGROUND

In 2014, the City of Montebello awarded a contract for bus advertising service to Osik Media, LLC. Since that time, Osik Media, LLC has been the sole partner providing the aforesaid services. On August 1, 2020, the City terminated Osik Media, LLC, and staff took this opportunity to review the scope of work for the bus advertising services.

To that point, MBL developed a Request for Proposal (RFP), No. 20-16, setting clear expectations and a detailed scope of work, to ensure that the successful bidder will provide effective and efficient services that are aligned with the agency's goals. MBL also incorporated a comprehensive proposal evaluation criteria that will increase revenue potential to improve the efficacy received from the successful bidder.

With an enhanced RFP, MBL invites interested advertising service providers to submit competitive bids for the administering of the agency's bus advertising program. MBL's fleet of sixty-six (66) buses would provide visual eye-catching advertisements to countless passengers, drivers, and pedestrians while streamlining revenue for the City.

If approved, the notice inviting bids will be published using Planetbids.com, Masstransitmag.com, Transittalent.com websites and the Wave Newspaper beginning August 13, 2020. All bids will be submitted through Planetbids.com.

A pre-proposal meeting will be held on Tuesday, September 1, 2020 with prospective proposers, to discuss the scope of work for the project. All proposals will be due on Thursday, September 24, 2020.

It is anticipated that a company will be selected during the week of October 5, 2020 and brought for consideration before the City Council on a further date to be determined.

ANALYSIS

MBL staff will review and select a company to provide a “turnkey system” to market, install, service, and maintain interior and exterior advertising on MBL’s fleet of buses. A selection process will be used to evaluate proposals which contain both price and qualitative components, and award based on a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/ or management plan.

The award selection will be based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

FISCAL IMPACT

The following is a fiscal summary:

- 1) The successful proposer will pay to the City a sixty-five percent (65%) share of all net advertising revenue received for paid advertising on buses;
- 2) MBL estimates a bus advertising program will generate over \$287,800 in annual revenue;
- 3) There will be no adverse cash flow or financial impact on the City’s General Fund.

SUMMARY

The City Council is asked to consider approving the Request for Proposal (RFP), No. 20-16, attached hereto in substantial form, for Montebello Bus Lines’ (MBL) Advertising Program Services; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENTS

- A) Request for Proposal (RFP), No. 20-16

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 20-16



Advertising Program Services

August 13th, 2020

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://www.planetbids.com/portal>

TABLE OF CONTENT

Section	Page(s)
INTRODUCTION	4-5
COVER LETTER	6-7
TIMETABLE & SCHEDULE OF EVENTS	7
PROPOSAL SUBMISSION CHECKLIST	8
SECTION 1 - INSTRUCTIONS TO PROPOSERS	9-17
IP.1 Proposal Format and Submittal	
IP.2 Examination of Proposal Documents	
IP.3 Addenda	
IP.4 Clarifications	
IP.5 Discrepancies and Misunderstandings	
IP.6 Withdrawals of Proposal	
IP.7 References	
IP.8 Proposal Signatures	
IP.9 Pre Contractual Expenses	
IP.10 City of Montebello Rights	
IP.11 Licensing, Permits and Taxes	
IP.12 Responsibility for Compliance with Legal Requirements	
IP.13 Confidentiality and Public Record	
IP.14 Joint Offers	
IP.15 Company Personnel	
IP.16 Single Proposal Response	
IP.17 Revenue Price Sheet	
IP.18 Protest Procedures	
IP.19 Incorporation of Proposal into Agreement	
IP.20 Award of Contract	
IP.21 Point of Contact	
IP.22 Evaluation of Proposals	
IP.23 Proposal Evaluation Criteria	
SECTION 2 - GENERAL TERMS AND CONDITIONS	18-33
GC.1 Definitions	
GC.2 Assignment and Subcontractors	
GC.3 Sample Agreement	
GC.4 Notice of Labor Dispute	
GC.5 Disputes	
GC.6 Assumption and Risk of Loss	
GC.7 Waivers of Terms and Conditions	
GC.8 Indemnification	
GC.9 Interest of Members of the City	

GC.10 Termination for Default
 GC.11 Liquidated Damages
 GC.12 Cancellation of Agreement
 GC.13 Termination for Convenience
 GC.14 Force Majeure
 GC.15 Inspection and Acceptance
 GC.16 Excess Re-procurement Liability
 GC.17 Location
 GC.18 Method of Payment
 GC.19 Nonrestrictive Clauses
 GC.20 InsuranceGC.21 Certificate of Non-Collusion
 GC.22 Patent and Copyright Infringement
 GC.23 Conflicts of Interest
 GC.24 Order of Precedence
 GC.25 Changes
 GC.26 Federal Funding, Incorporation of FTA Terms
 GC.27 Federal Changes
 GC.28 No Government Obligation to Third Parties
 GC.29 Program Fraud and False or Fraudulent Statements or Related Acts
 GC.30 Inspection and Retention of Records
 GC.31 Suspension and Debarment
 GC.32 Civil Rights Requirements
 GC.33 Disadvantaged Business Enterprise (DBE)
 GC.34 Lobbying
 GC.35 Clean Air Requirements
 GC.36 Clean Water Requirements
 GC.37 Contract Security

SECTION 3 - SCOPE OF WORK **33-42**

SECTION 4 - MINIMUM QUALIFICATIONS **43**

SECTION 5 - FORM OF CONTRACT (SAMPLE) **44- 50**

SECTION 6 - FORMS AND CERTIFICATIONS **51-63**

Letter of Transmittal
 Exhibit A - List of Routes & Buses
 Exhibit B - Indemnification and Hold Harmless Agreement and
 Waiver of Subrogation and Contribution
 Exhibit C - References
 Exhibit D - Certification of Non-Collusion
 Exhibit E - Certification of Primary Participant Regarding Debarment, Suspension,
 And other Responsibility Matters
 Exhibit F - Certification of Restrictions on Lobbying
 Exhibit G - Bidder's List of Subcontractors (DBE & Non-DBE)
 Exhibit H - Revenue Price Proposal

Introduction/ Background

Montebello Bus Lines (“MBL”), owned and operated by the City of Montebello (the “City”), serves over five million riders annually throughout the 13 local communities of:

Alhambra, Bell Gardens, Commerce, East Los Angeles, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, San Marino, South Gate, Rosemead and Whittier.

MBL’s service area population is approximately 950,000, with a service area of approximately 26 square miles. MBL is the third-largest fixed-route bus service system operating in Los Angeles County. Its modern fleet is comprised of 66 air conditioned state of the art “Long King” buses.

The City and MBL invites prospective Proposers to compete for the opportunity to provide Advertising Program Services for MBL. Specifically, the Request for Proposal (the “RFP”) is seeking to enter into a contract with a qualified Contractor/Offeror that will provide a “turnkey system” to market, install, service and maintain interior and exterior advertising on MBL’s bus system. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal (“RFP”) attached hereto.

The successful Proposer will be required to comply with Equal Employment Opportunity laws and all applicable federal, state and local laws, and requirements. The City hereby notifies all Contractors/Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

Value Proposition Statement

The value Montebello Bus Lines offers is immense and well positioned in the high level of service we provide to our customers and in the incredible diversity of the communities we proudly serve. From the first light of dawn to nearly midnight, our fleet of 66 buses transport well over ten thousand LA County residents daily, catching the eye of countless passengers, drivers, and pedestrians in the process.

As the third largest bus agency in the County, we provide service to eight fixed routes, the longest of which is 27.2 miles. On any given week our buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

Our fare is affordable and our ridership is loyal. Take a ride on any of our buses and you will discover that our ridership reflects the demographics of our region: racially diverse, multi-lingual, young and aging.

Our buses transport commuters from the suburbs like Montebello and East LA to the economic engine that is Downtown Los Angeles. Our buses travel from working class communities to cities as affluent as San Marino, a community where homes regularly sell for nearly \$3 million.

The level of service we provide is high and the region we serve is immense. As a result, our buses offer unparalleled access to countless consumers every single day.

<u>Ridership</u>					
Line	Description	Daily	Weekly	Monthly	Yearly
10	Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier	4,618	32,326	140,079	1,680,952
20	Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello	1,584	11,091	48,061	576,732
30	Service from South Gate to San Marino via Garfield Avenue	844	5,911	25,614	307,372
40	Service from City of Whittier to Downtown Los Angeles	3,189	22,329	96,759	1,161,108
50	Service from La Mirada to Downtown Los Angeles via Washington Blvd	1,505	10,541	45,677	848,132
60	Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera	324	2,273	9,849	118,196
70	Metrolink Station, Montebello to Montebello Town Center	153	1,074	4,654	55,848
90	Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier	165	1,160	5,026	60,320
TOTALS		12,382	86,705	375,719	4,508,632

Significant RFP Details:

- Due Date: Thursday, September 24th, 2020, 3:00 PM PST.
- Proposed Term: Base term of three years with two one-year options.
- Financial Terms: 1. Percentage of Net Revenue Share between the City and Contractor/Offeror, or monthly minimum guarantee. 2. How is the term “net revenue” defined? 3. Will Contractor/Offeror propose a one-time payment? If so, in what amount?
- Advertising Displays: 1. Interior; 2. Exterior, including panels, whole-bus and/or wrap-around advertising.
- Advertising Displays: Bus stops, shelters, benches, and transit hubs.
- Additional advertising displays opportunities.

Significant MBL Route Information:

- 100+ professional drivers.
- 66 state of the art Long King Buses.
- Modern, safe and secure bus depot and maintenance facility.

- 5.2 million Passengers transported annually.
- 86,000+ weekly passengers.
- 8 daily routes.

DATE: August 13th, 2020

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-16

TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES

(MBL) ADVERTISING PROGRAM SERVICES

The City of Montebello (City) and Montebello Bus Lines (MBL) invite Proposals from qualified and experienced companies ("Proposers") to provide the Montebello Bus Lines (MBL) with Advertising Program Services.

The term of the proposed Agreement shall be for three years with two one-year options commencing upon the date of the contract execution between the City and the successful Proposer.

A Pre-Proposal Meeting will be held on Tuesday, September 1st, 2020. The meeting will convene at 10:00 AM Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A site walk-thru will follow the meeting. It is highly recommended that all potential proposers attend this important meeting. All correspondence, communications and contact in regard to any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable].

Name: Rohan Anderson

Title: Management Analyst

Address: 400 S. Taylor Ave.
Montebello, CA 90640

Telephone: (323) 558-1625 ext.104

E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by Thursday, September 24th, 2020, 3:00 PM Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on Montebello Transit System's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

- | | | |
|----|---|---------------------------------------|
| 1. | Thursday, August 13 th , 2020 | REQUEST FOR PROPOSAL (RFP) RELEASE |
| 2. | Tuesday, September 1 st , 2020 | PRE-PROPOSAL MEETING |
| 3. | Tuesday, September 8 th , 2020 | LAST DAY FOR SUBMISSIONS OF QUESTIONS |
| 4. | Tuesday, September 15 th , 2020 | ANSWERS TO QUESTIONS |
| 5. | Thursday, September 24 th , 2020 | PROPOSAL DUE DATE BY 3:00 PM PST |
| 6. | Week of October 12 th , 2020 | PRESENTATIONS & INTENT TO AWARD |

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Source / Section	Proposer shall initial here
1	Proposal	IP.1	
2	Letter of Transmittal	IP.11	
3	Licensing, Permits, Certificates, and Taxes	IP.11	
4	Revenue Price Sheet	IP.17	
5	Insurance – Statement by Proposer	GC.20	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit B	
7	References	Exhibit C	
8	Certification of Non-Collusion	Exhibit D	
9	Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters	Exhibit E	
10	Certification of Restrictions on Lobbying	Exhibit F	
11	Designation of Subcontractors	Exhibit G	
	OPTIONAL ITEMS		
13	Requests for exceptions or deviations.	IP.1	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, September 24, 2020.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- GENERAL TERMS AND CONDITIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello and its passengers. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on PlanetBids web page.

All questions, clarifications or comments must be submitted to or no later than 3:00pm, Tuesday, September 8th, 2020. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number

4. Text of passage being questioned
5. Question

IP.5 DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of Proposals.

IP.6 WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

IP.7 REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit C.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

IP.8 PROPOSAL SIGNATURES

If an individual submits a Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

IP.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.10 CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.11 LICENSING, PERMITS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

IP.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.14 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.15 COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 REVENUE PRICE SHEET

The proposal shall identify a percentage of the Monthly Advertising Revenue (the "Percentage Fee"). "Monthly Advertising Revenue" shall mean all income actually received by the successful Proposer from the sale of advertising on the exterior and interior of City buses during each calendar month of the Agreement.

As part of its proposal, Proposer is required to propose:

- Whether a one-time upfront payment will be made, if yes, in what amount.
- Percentage Fee of Net Revenue to be paid to the City, and if any expenses, costs or other charges are deducted in calculating Net Revenue.

Monthly Minimum Guarantee to be paid to the City. The City is to receive either the percentage of the actual net revenue or the monthly minimum guaranteed amount, whichever is greater.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

IP.21 Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.

IP.22 EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the technical evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a “comprehensive proposal score” for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available. Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals. (Both Options A and B may result in a new ranking and competitive range.)

The committee may also elect to bypass both Options A and B, and move forward to Best and Final Offers (BAFO).

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least 5 years of advertising experience. Experience is relevant if it falls within the advertising of vehicles, buildings, shelters, benches or similar. Proof of advertising experience must be attached to the proposal. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on an advertising project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

IP.23 EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

A. Cost and Revenue Payment/Financial Benefit

Proposals that maximize revenue to MBL will be awarded higher points. MBL will entertain compensation plans that include:

- Minimum annual guarantee
- Revenue split percentages based on gross sales revenues
- A combination of the above two methods

B. Work Plan: Purchase, Installation, Advertising, Maintenance and Vandalism Repair

Evaluators will award higher points to a work plan that clearly demonstrates that the proposer is likely to meet or exceed the performance requirement set forth in the Scope of Work. The proposer's ability to provide responsive service, to respond to contingencies and emergencies, and to provide a high level of professionalism will also be evaluated. The highest points will be awarded to the most comprehensive and detailed work plans that are most likely to exceed minimum performance expectations.

C. Qualifications and Experience of the Firm and Management Team

Technical experience in performing work of a similar nature; working with public agencies, particularly transit agencies; strength and stability of the firm or management personnel and ability to demonstrate outstanding connections with all advertisers; strength, stability experience and technical competence of

subcontractors; assessment by the client references with demonstrates success in providing similar services, and demonstrated successful past performance with other clients

Qualifications of proposed staff, particularly key personnel and the responsible management team, will be evaluated. Key personnel, including project manager and applicable subcontractors, shall also have a minimum of five (5) years' experience. Evaluators will consider the resumes of all key personnel. Staff turnover and other factors which may impact services will be factored into the score. Language should be included in the proposal detailing how Proposer will react to unanticipated staffing changes.

SECTION 2 – GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.
Proposer/Vendor/Contractor/Consultant/Buyer	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Montebello, a municipal corporation.
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant
Special Provision	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work" or "Scope of Services".
Work	Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or

	Specifications.
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GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Montebello. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Montebello. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Montebello City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose

acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

Successful Proposer shall indemnify, defend, and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of Contractor, including its officers, agents, employees, sub-contractors or any person employed by Contractor, in the performance of this Agreement. Contractor shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution found in Exhibit B.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.10 TERMINATION FOR DEFAULT

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

GC.11 LIQUIDATED DAMAGES

The successful Proposer and City hereby acknowledge and agree that time is of the essence in the performance by the successful Proposer of its duties and obligations under this proposed Agreement and, further, that in the event of a delay in the completion of the work or the delivery of the equipment, goods, services, and personnel required under the terms of this proposed Agreement that it is or will be impracticable to determine the actual amount of the damage caused to City by such delay. It is therefore agreed by each party hereto that successful Proposer shall pay to City the sum of one hundred fifty dollars (\$150) for each working day delay in the delivery, performance and/or acceptance of work set forth in the executed Agreement beyond any agreed upon timeline or due date, or any authorized extension thereto.

GC.12 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.13 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written

notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or non-fabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.14 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.15 INSPECTION AND ACCEPTANCE

All items are subject to inspection and acceptance by the City of Montebello, Transportation Department. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Montebello for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such re-procurement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.17 LOCATION

The services and products described herein are to be delivered to the City of Montebello, Transportation Department located at 400 S. Taylor Ave., Montebello, CA 90640.

GC.18 METHOD OF PAYMENT

All revenue compensation payments shall be submitted to the City of Montebello as follow:

Account Receivable
City Hall
600 W. Beverly Blvd
Montebello, CA 90640

GC.19 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an

alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.20 INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

1. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
2. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
4. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

GC.21 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer. Refer to Exhibit D

GC.22 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no

expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.23 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and sub-consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Administrator, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or sub-consultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.24 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto

Special Provisions General Conditions

Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.25 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

GC.26 Federal Funding, Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any City requests that would cause City to be in violation of the FTA terms and conditions.

GC.27 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this Contract.

GC.28 No Government Obligation to Third Parties

The City and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-contractor who will be subject to its provisions.

GC.29 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R.

Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract of the FTA-assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

GC.30 Inspection and Retention of Records

The Contractor shall permit authorized representatives of the City, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The City retains ownership of all project documents and records maintained by the Contractor on behalf of the City.

GC.31 Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

GC.32 Civil Rights Requirements

During the performance of this Contract, the Contractor agrees as follows:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - a. Race, Color, Creed, National Origin, Sex - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. Age - The Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - c. Disabilities - The Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

GC.33 Disadvantaged Business Enterprise (DBE)

1. City Assurance: City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program.
2. City shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts. City's DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this Contract. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to

City of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 et seq.).

3. Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the City is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the City has established a DBE participation goal of three percent (3%).
4. City's annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation City would expect absent the effects of discrimination.
5. Contract Goals: City intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, City will establish specific contract goals for particular projects with subcontracting opportunities.
6. There is no DBE project goal established for this project. At this time City will meet DBE goal on federally assisted projects through race neutral measures. City supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that might otherwise perform with their own forces.
7. Contractor Compliance with City DBE Policy: It is the policy of City to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to City's construction, procurement, and professional services activities. To this end, City has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.
8. In connection with the performance of this Contract, the Contractor will cooperate with City in meeting these commitments and objectives.
9. Required Proposal/Proposal Submittals: The Contractor shall submit with its Proposal the name and address of each Sub-Contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that City's approval may be obtained as to reliability and ability to perform the work (Bidder's List of Subcontractors, Part I).
10. In addition, proposer shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the Contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE Subcontractors whose participation the Contractor submits to meet the Contract goal; and written confirmation from the DBE that it is participating in the Contract as provided in the Contractor's commitment. (Statement of Disadvantaged Business Enterprise Participation)

11. City shall require that any DBEs listed by proposers for participation in the Contract be certified as eligible DBEs. City will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. Within five (5) days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.
12. City will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the proposer's DBE achievement.
13. The Contractor shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on the project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations (Bidder's List of Subcontractors, Part II).
14. Contractor Assurance: Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with City and to include this assurance in any agreements it makes with subcontractors in the performance of this Contract:
15. "The Contractor or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as City deems appropriate."
16. Prompt Payment to Subcontractors: The Contractor must pay Subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the Contractor by City. Prompt return of retainage payments from the Contractor to the Subcontractor will be made within 15 days after the Subcontractor's work is satisfactorily completed.
17. Any delay or postponement of payment among the parties may take place only for good cause and with City's prior written approval. If the Contractor determines the work of the Subcontractor to be unsatisfactory, it must notify City's DBE Officer immediately in writing and state the reasons. Failure by the Contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.
18. Contract Change or Amendment: When a contract change or amendment is made, the Contractor will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.
19. Reporting DBE Participation: The Contractor is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The Contractor is not to count participation of a DBE Subcontractor until the amount being counted has been paid to the DBE.
20. Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the Contractor or its affiliate) may also be counted.
21. Commercially Useful Function: Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

22. If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.
23. DBE Replacement: The Contractor must make a good faith effort to replace a defaulting DBE Subcontractor with another certified DBE. The Contractor must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The Contractor must receive prior written approval on the substitute DBE from City. The Contractor will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.
24. If the Contractor proposes to replace a DBE Subcontractor with a non-DBE, sufficient good faith efforts documentation must be provided. If the Contractor fails or refuses to comply in the time specified, City will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the Contractor still fails to comply, City may issue a termination for default proceeding.
25. Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the proposer does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

GC.34 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to City. Form is available upon request.

GC.35 Clean Air Requirements

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

GC.36 Clean Water Requirements

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

GC.37 Contract Security

Contractor shall post an Irrevocable Letter of Credit, in a form acceptable to the City, in an amount equal to fifty percent (50%) of the total guaranteed payment amount for the first one-year period. Thirty days prior to expiration, Contractor shall post an Irrevocable Letter of Credit for the second year of the contract. For each option period, the Contractor shall post an Irrevocable Letter of Credit for each option year. Failure to submit the Letter of Credit is grounds for a default termination pursuant to the General Conditions, Article GC-13, Termination.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 3 – SCOPE OF WORK

INTRODUCTION/BACKGROUND

The City of Montebello operates the Montebello Bus Lines (MBL) to primarily provide transportation services to the residents of Montebello and neighboring communities. MBL is the third largest municipal bus system in Los Angeles County with a fleet of 66 buses. MBL proudly serves 5.2 million passengers a year throughout the communities Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's Bus System consists of 35ft-40ft buses which include three electric, thirty-six hybrid and twenty-seven Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. MBL buses travel in highly visible corridors throughout the community. These corridors include colleges and universities, retail areas, and other commercial and industrial areas.

The Procurement and Contracts Division desires to enter into an Agreement with a qualified Contractor, giving the Contractor the exclusive right to sell and display advertising on the exterior and interior of MBL buses as well as alternate approaches to using available ad space on MBL fleet of buses, bus stops, and transit hubs.

The preferred Agreement is one that would attain the maximum possible revenue for both MBL and the Contractor.

SCOPE OF WORK PROJECT OVERVIEW:

MBL is seeking an Advertising Contractor to operate a “turnkey” revenue producing advertising program on the exterior and interior of MBL buses along with optional alternate approaches to using additional Ad space available. Contractor shall ensure a complete Turnkey System that provides advertising sales, billing, accounts receivables, installation and removal services, vandalism repairs, reporting, client information, and agreements to MBL in the authorized inventory; and such that nothing remains to be purchased, provided or supplied by MBL.

The Contractor will execute standard transit advertising techniques. Additionally, the Contractor is welcome to propose a comprehensive and holistic approach to next-generation/innovative techniques utilizing the MBL Bus System assets. Any next-generation/innovative techniques must address MBL’s desire to improve customer experience and generate revenue for the agency.

Please see Attachment I – Bus Fleet Dimensions for the specifications of MBL’s current fleet. Please note that MBL’s fleet is subject to change.

PRICING STRATEGY AND STRUCTURE

Contractor shall assess the identified ad space inventory and recommend a pricing strategy and structure. As part of a negotiated procurement, MBL will work jointly with the Contractor to finalize the pricing strategy and structure. The pricing strategy and structure shall include:

- 1) Estimate of production and installation costs per square foot of wrap material and estimate for interior bus advertising production and installation (Contractor shall specify if they receive a share of revenue from production and installation costs);
- 2) Duration of typical advertising campaign;
- 3) Rate per period for each unique ad space;
- 4) Minimum duration period for each unique ad space;
- 5) Proposed percentage split of gross revenue between Contractor and MBL; and
- 6) Proposed Minimum Annual Guarantee (MAG) of revenue to MBL.

SALE OF ADVERTISING SPACE

Contractor is responsible for selling the identified advertising space and will manage all contracts with advertisers and provide monthly reports detailing the following:

MBL requires the following information with all vehicle advertisement sales: Client name, timeframe for installation, run dates for ad, gross sales amounts for each ad, and a description of the ad product or products to be installed;

Upon notification from Contractor of an exterior wrap sale, MBL shall provide the bus assignment to be used for the wrap within five (5) business days;

Bus Exterior Advertising

Exterior Ad Framing

Contractor shall not use “framing” to affix advertisements on the exterior of CITY owned/operated fixed route buses. All advertisements shall be affixed directly on the exterior of the bus.

Exterior Ad Placement

Due to the mix of fixed route buses, the placement and size must be approved by the CITY representative prior to placement of advertisement. All ads shall not cover the State of California issued carrier identification number assigned to CITY. If the ad requires for the carrier identification number to be covered by the ad, Contractor shall be responsible for the cost of material and labor to place the carrier identification number on top of the ad. Advertising material may not be placed on a bus’s exterior as follows:

- Over the front, including the operator’s window;
- Over the roof of the bus;
- Cumulatively no more than twenty-five percent (25%) of the bus window areas may be covered by ads. Material covering windows shall be perforated to allow for passengers to see out of the bus;
- Over air/exhaust vent(s) along the sides of the bus. Air/exhaust vents at the rear of the bus may be covered if the material is cut so air can pass freely through the vents;
- Along the rear of the bus above the ventilation panel hinge line;
- Over the compartment access doors unless the material is cut to allow opening of such doors;
- Over side marker lights and directional turn signals unless the material is cut around the lighting;
- Over the rear bumper, license plate, bus numbers, disability logos, and MBL logos unless new decals, which are of a design approved by the CITY Representative, or his or her designee, and of a size that meets minimum California Department of Motor Vehicles regulations, are placed over the advertising material.
- Replacement decals for bus numbers must be a black reflective material; and
- Over informational or directional graphics and any other portion of a bus in a manner that interferes in the CITY representative’s sole determination, with the safe operation of the bus.

Exterior Ad Dimensions.

In no case shall the dimensions of any exterior advertising material exceed dimensions that interfere with safe bus operation. The CITY representative shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of non-permanent adhesive vinyl on any vehicle. The following calculations are approximate:

Street-side / Curbside.

- A. Thirty (30) inches in height by one hundred twenty (120) to one hundred forty-four (144) inches in width, (King Size ads).

Rear Tail End.

- B. Twenty one (21) inches in height by seventy (70) inches in width.

Bus Interior Advertising

The interior space of MBL buses may be available for contracted advertising. Various industry-standard techniques may be applied to MBL's bus interiors including bus cards, ceilings, backs, hand rails, and safety guards.

1. Bus Cards - Interior ad space, or bus cards. MBL reserves the right to determine placement of this advertisement inside all buses.
2. Ceilings, Backs, Hand Rails, And Safety Guards - Advertisement may not obscure or in any way interfere with the visibility of pre-existing vehicle, safety, or boarding information.

Up to twice a month throughout the year, the Contractor will also agree to install up to a maximum of eighteen (18) 28" x 11" interior information cards per bus, as supplied by MBL and at no charge to MBL.

Additional Advertising Displays

- A. Digital Bus Exterior Advertising – digital displays (digital billboards) to replace static advertising on the sides of the bus exteriors.
- B. Bus Stops – MBL operates and maintains approximately 1,000 bus stops including shelters, double and single poles stops. The majority of these bus stops consist of pole with the bus sign at the top, where the metal pole is available for advertising purposes. The Contractor may recommend traditional or new media advertising formats for partial or all of MBL's bus stops. The Contractor may also recommend new technology partnerships such as cell data networks, Wi-Fi enabled networks, or beacon-enabled networks, with the goal of long-term revenue sharing for the agency.
- C. Transit Hubs - The contractor may recommend traditional, new media, or new technology advertising for potential revenue at these transit hub stations (Pico Terminal, Taylor Ranch, and MetroLink station).

REVENUE

MBL anticipates receiving the maximum revenue possible. Using the attached cost proposal template, Proposers are to provide the percentage revenue split in the form of a commission on gross sales. In addition, the proposer shall provide a Minimum Amount Guarantee (MAG) which will be paid to MBL. MBL considers gross sales as the amount invoiced by the Contractor to the advertiser. Costs associated with the selling, printing, posting, vandalism repairs, installation or maintenance of the advertisement shall not be deducted from the gross sales.

Monthly reports detailing the revenue generated from each vehicle advertisement shall be provided to MBL no later than fifteen (15) days following each calendar month. Sales reports shall include the following information for each ad sold: Advertiser name, vehicle number, advertising type (full wrap, full- side wrap, full-side wrap w/o windows or full tail wrap), duration of advertisement placement, gross

sale amount and other information as MBL directs throughout the contract. Contractor shall make all contracts between the contractor and the advertiser available to MBL upon request. MBL reserves the right to audit advertising contracts, monthly reports and physical advertising placements with the contractor at any time of MBL's choosing.

Contractor shall pay MBL one-twelfth (1/12) of the MAG on a monthly basis on or before the 30th day following each calendar month, regardless of the amount collected from advertisers. If the percent revenue split due to MBL exceeds the MAG, the additional amount will be paid to MBL in the final remittance of the contract year (the 12th monthly payment in any given contract year).

Contractor is responsible for all advertising sales generation, invoicing and accounts receivable with advertising entities.

Payments shall be made in the form of a check for all advertising ad sales, attention: MBL.

APPROVAL OF ADVERTISEMENTS BY MBL

All ads shall be subject to review and approval by MBL.

Contractor shall avoid selling advertising that may be deemed offensive or controversial. MBL has the right to refuse advertising that they deem offensive or controversial and such advertising will be removed by the Contractor within 24 hours. If any questions arise regarding the nature of a specific advertisement, MBL will have sole discretion to determine what may be deemed offensive. Any questions regarding the appropriateness of an ad shall be directed to the Manager, Procurement and Contracts Division.

Advertising Guidelines

CITY declares that the advertising space on all CITY owned/operated fixed route buses is nonpublic forum. All exterior advertisements on CITY fixed route buses shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. Contractor shall not accept and/or display advertisements:

- A. that are false, misleading, deceptive or libelous;
- B. that involve tobacco or tobacco related products;
- C. that involve alcohol or alcoholic related products;
- D. that involve unlawful or illegal goods (including drugs), services or activities;
- E. that depict of the use of firearms;
- F. that relate to political campaigns or political issues;
- G. that relate to religious issues;
- H. that infringe on any copyright, trade or service mark, title or slogan;
- I. that imply endorsement of any goods, services, or activities by CITY;
- J. that display any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device pursuant to the California Department of Motor Vehicles; and

- K. that contain flashing, illuminated, neon, phosphorescent or luminous elements.

Violation of Advertising

Contractor shall promptly remove any advertisements that are in violation of this policy within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Policy

CITY reserves the right to amend this policy at any time with a thirty (30) calendar day written notice to Contractor.

- A. No Route Specific Advertising.
 - Under no circumstances shall advertisements be route specific and Contractor shall not represent to potential advertisers that advertising can be route specific.
- B. Self-Promotion.
 - Contractor shall not engage in unpaid self-promotion without prior written approval from the CITY representative.
- C. Warranty.
 - Contractor assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by Contractor, purchased ready-made, or provided by a subcontractor.

MBL Rights

From time to time MBL may be required to remove buses from operation for the purpose of alteration, repair or painting of its vehicle and asset. The cost of any painting, alteration or repair of MBL vehicles shall be borne by MBL. MBL will not be held liable or accountable for potential loss of ad impressions due to a vehicle or asset being off the road and in repair or maintenance.

MBL reserves the right to suspend temporarily, or discontinue permanently, the operation of any of its lines or any of its vehicles (buses) at any time and to decrease or increase the number of vehicles in daily use, and to change timetables and routes. No increase, decrease, suspension or discontinuance of any line or service, or change of vehicles by MBL shall be deemed a breach of this Agreement, or affect or change the rights of either party against the other, or affect the payments provided herein. Upon determination of an increase or decrease of vehicles and assets, Contractor shall be notified by MBL.

MBL shall retain the right to use any unsold ad spaces as available inventory on its vehicles and assets for MBL partnerships, promotions, public service announcements, or any advertiser of its choice at no cost. Those spaces not filled by paid advertisements may also be filled with any advertising, as approved by MBL.

Notwithstanding the above paragraph, Contractor shall reimburse MBL for the cost of repairs should removal of adhesive ads installed by Contractor cause damage to MBL vehicles or assets or if damage

occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits.

In keeping with MBL's desire to maintain an attractive exterior on each of its buses, the Contractor shall agree to maintain clean and not worn, tattered or defaced advertising displays.

In the event exterior advertising space is not sold, the Contractor will install MBL supplied displays, at no cost to MBL. Contractor is to provide MBL a minimum of \$35,000 annually of non-equity Contractor media to be used by MBL for its own self-promotion. If MBL does not desire the posting of displays, the Contractor may make space available to bona-fide public service organizations, and charge such posting fees as the Contractor deems necessary. The Contractor will not permit more than three (3) percent of the exterior advertising display spaces to remain empty at any one time.

The Contractor will agree to provide all candidates for public office and all proponents/opponents of public issues equal opportunity to purchase advertising space on MBL buses or assets.

Payments shall be made by Contractor in accordance with the Payment Proposal selected for this Agreement. A finance charge will be charged on any unpaid balance at the rate of 1.5 % per month, which is an annual percentage rate of 18 %. This charge will be computed by applying the daily rate of .0493% to the daily past due balance for the number of days past due from the past due date. No finance charge will be assessed if payment is received prior to the due date. Failure to submit any payment due MBL within the time frame indicated in the Agreement may be considered cause for termination of the Agreement.

INSTALLATION AND REMOVAL

- Contractor shall be responsible for all costs associated with installation, maintenance and restoration of advertisements sold by Contractor.
- Contractor must use changeable graphic film that is easily removed without heat and leaves no adhesive residue.
- Contractor shall be responsible for all costs associated with vandalism repairs.
- Contractor shall be responsible for the quality of work performed throughout the installation process
- Contractor shall submit a design for the advertising surface to MBL for review and approval, ten (10) business days prior to tentative installation date of each advertisement.
- Vehicle advertisement installations and removals must be coordinated with MBL five (5) business days in advance. MBL may require that work is performed between hours of 8:00 pm and 4:00 am.
- Best efforts shall be made by MBL to accommodate the Contractor's requested installation and removal dates, times and locations, including those sold on short notice or that require special circumstances, however MBL reserves final decision.
- Contractor shall provide MBL with a preferred removal date and time that allows a minimum of five (5) business day notice

- Contractor shall remove expired or obsolete ads no later than fifteen (15) days from the end of the run date, and/or within forty-eight (48) hours of MBL notice for removal of MBL ads. Failure by the Contractor to remove expired or obsolete ads or MBL ads in timeframes listed herein shall constitute non-compliance with this Agreement. Removal means from the vehicles and from the MBL premises. All signs removed and all related frames, trash and debris shall be cleaned up and disposed of from MBL premises at the expense of the Contractor.
- Removal of all expired advertising and restoration of the vehicle surface including damage occurring as a result of advertising installations including the cost associated with the removal/restoration shall be the sole responsibility of the Contractor and performed within thirty (30) days of expiration of the advertisement unless otherwise authorized by MBL.
- Contractor shall reimburse MBL for the cost of repairs should removal of ads installed by Contractor cause damage to MBL vehicles or if damage occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits;
- All damaged or vandalized advertisements shall be replaced within forty-eight (48) by Contractor at its expense regardless of the cause of damage.
- All vehicle numbers, decals and/or route information, or other MBL signage must either remain uncovered or duplicated.

WORK REQUIREMENTS

MBL desires that competent advertising services be secured to operate the revenue producing advertising program on the exterior and interior of MBL buses, as well as possible alternate options. Contractor shall have complete responsibility to do everything necessary, at the contractor's expense, to administer the leasing and operation of the revenue producing advertising program. All advertising places are to be used for revenue purposes only.

The Contractor shall provide advertising services to MBL in accordance with the authorized inventory of buses. These services shall be performed in accordance with the task descriptions listed herein. The work consists of, but is not limited to, these task descriptions.

During the contract life, the Contractor shall have the exclusive commercial advertising rights on the exterior of all the designated MBL buses. These rights are subject to compliance with the requirements for timely monthly payments and all other terms, conditions and restrictions as specified herein.

The Contractor will agree to sell and post ads only on existing advertising space. The Contractor will not install additional advertising space on MBL's existing fleet unless specifically authorized by MBL.

New buses purchased during the term of this Agreement, will be equipped with a minimum of three (3) advertising places.

The Contractor shall maintain all places in good working order during the term of the Agreement.

The Contractor shall maintain, store and install equipment and advertising materials.

The Contractor must remove date sensitive advertisements within one (1) week after expiration. Failure to remove date sensitive advertisements within one (1) week after expiration may result in MBL removing the advertisements and assessing the cost for removal to the Contractor.

The Contractor shall provide to MBL, within thirty (30) days of the end of each calendar month, a statement of gross billings, net billings and collections for advertising on MBL buses or other Ad spaces. This statement must include the number and type of displays purchased by each advertiser and the amount billed to and/or collected from each advertiser.

The Contractor shall make these records available for inspection or audit by MBL or its authorized agent during regular business hours throughout the term of this Agreement.

Contractor and its employees shall have reasonable access to said equipment as may be necessary for the purpose of this agreement.

SAFETY

Contractor must comply with the following Safety Guidelines:

- a) Contractor shall recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety precautions and programs related to the performance of services.
- b) The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Contractor to discontinue operations at any time if it determines that Contractors actions are creating an unsafe environment or situation.
- c) The Contractor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.
- d) Contractors shall not operate MBL machinery without express written consent. Only licensed operators may operate forklifts or other heavy machinery on MBL property, with MBL approval.
- e) MBL is a smoke free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.
- f) Contractors must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subcontractor employees as well as MBL staff and visitors.

CONTRACT TERM

The contract term shall be for a base period of three (3) years with two (2) one (1) year options, exercisable at MBL's sole discretion. Proposers are required to submit its revenue payment proposal for all five (5) years, or its proposal may be deemed non-responsive.

PLACE OF PERFORMANCE

MBL Headquarters- 400 S. Taylor Ave, Montebello CA 90640;

Bus stops and transit hubs located at vary cities.

OTHER REQUIREMENTS

Supplier must abide by all MBL security, traffic and parking rules and regulations while working at any MBL property. If MBL issues a parking pass, the supplier must display it on their vehicle as required at all times while on any MBL property and return it when instructed to do so.

- COVID-19 Requirements
 - Face covering is required at all time in working areas.
 - Follow CDC and local government requirements.

MONTEBELLO BUS LINES FLEET

Current fleet of Montebello Bus Lines consists of electric, hybrid, and compressed natural gas:

Year Built	Manufacturer	Model	Seats	Length	Fuel	Quantity
2008	New Flyer	SR1224	44	40	ELE	3
2008	New Flyer	SR1224	44	40	GE	12
2009	New Flyer	SR1363	29	35	GE	8
2009	New Flyer	SR1362	44	40	GE	16
2010	New Flyer	SR1570	38	40	CNG	3
2011	New Flyer	SR1490	38	40	CNG	4
2013	New Flyer	SR1683	38	40	CNG	8
2020	New Flyer	SR2049	38	40	CNG	7
2018	New Flyer	SR2241	38	40	CNG	5
Total						66

*The contractor will be responsible for verifying all measurements

The successful contractor will have the opportunity to advertise using king and tail ads, as well as full and partial bus wraps. MBL is open to consider additional ad space availability, for example, ads on wheels and on underside of bike rack, bus stops, and transit hubs. MBL may also consider ad space on the interior of the bus, as approved by the Manager, Procurement and Contracts Division.

For security reasons, three windows on each side of the bus must remain without ad coverage

OPTIONS

In addition to the services/quantities outlined in the SOW, options(s) for additional services/quantities under the resulting agreement may be exercised at the discretion of MBL and are defined as follows:

MBL is interested in receiving proposals for consideration for the following options:

- A. Standard decal advertising
- B. Full and partial wraps
- C. Exterior and Interior Digital
- D. Any other creative proposals

SECTION 4 – MINIMUM QUALIFICATIONS

FIRM QUALIFICATIONS

To be considered responsive to the RFQ, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, City, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. Firm must have a minimum of five to ten years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in advertising sales and installation for public transit agencies, preferably in an environment of similar size and scope of the MBL.
- E. Licensed to do business in the State of California.
- F. Certifications (if required)
- G. Experience with projects of similar size and scope.
- H. Experience with agencies of similar size and scope as MBL.
- I. Financial capacity.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

SERVICE AGREEMENT FOR MONTEBELLO BUS LINES (MBL) ADVERTISING PROGRAM SERVICES (City of Montebello)

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this.....day of.....2020 (“Effective Date”), by and between the City of Montebello, a municipal corporation (“CITY”) and....., a California Corporation (“CONTRACTOR”).

RECITALS

- A. CITY desires to utilize the services of CONTRACTOR as an independent contractor to manage the sales, placement, safe removal and disposal of exterior advertising on the CITY owned and operated fixed route buses.
- B. 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.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

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

1. Contractor’s Services.

1.1 Scope of Work. CONTRACTOR shall perform the specific work more particularly described in RFP, attached hereto and incorporated herein by this reference as though set forth in full., in accordance with the provisions of Request for Proposal (RFP) **No.20-16** and all Addenda.

1.2 RFP No. and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal No. 20-16 (the “RFP”), and CONTRACTOR, in the performance of this Agreement, shall adhere to the RFP and all Addenda provided to CONTRACTOR. The RFP and all Addenda are incorporated herein by this reference as if set forth herein in full.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.4 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City Manager (the “CITY Representative”). For the purposes of this Agreement, the CONTRACTOR Representative shall be (the “CONTRACTOR Representative”).

1.5 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed (NTP) for such services from the CITY Representative, or his or her designee.

2. Term of Agreement.

The term of this Agreement shall for three (3) years with two (1) year options from__ 2020 to 2025 unless sooner terminated as provided in Section 12 herein. CITY may review CONTRACTOR'S performance under this Agreement.

3. Compensation.

During the Term of the Agreement, CONTRACTOR shall remit to CITY an advertising fee equal to percent (65%) of the Monthly Advertising Revenue (as defined herein), or a minimum monthly guarantee in the amount of \$_____, whichever is greater for the applicable month (hereinafter the "Monthly Fee"). "Monthly Advertising Revenue" shall mean all income actually received by CONTRACTOR from the sale of advertising on the interiors and exteriors of CITY buses during each calendar month of the Agreement.

4. Method of Payment.

4.1 Payments. The Monthly Fee shall be calculated at the end of each calendar month of the Term. CONTRACTOR shall pay to CITY the Monthly Fee within fifteen (15) days after (i) the end of each calendar month; and (ii) the end of the Agreement (each, a "Monthly Fee Payment"). The Monthly Fee Payment shall be accompanied by a statement (i) identifying all advertisers on CITY owned/operated fixed route buses during the previous month, (ii) describing in detail the size of each identified advertiser's advertisement placed on CITY owned/operated fixed route buses and (iii) detailing the Monthly Advertising Revenue. CITY shall review such statements and notify CONTRACTOR within ten (10) business days of any disputed CITY payment amounts.

4.2 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

4.3 Survival. The terms of this Section shall survive the termination of this

Agreement until 30 days after all revenues generated by CONTRACTOR to this Agreement are remitted to CITY.

5. Standard of Performance.

CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Status as Independent CONTRACTOR.

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 6.

7. Confidentiality.

CONTRACTOR covenants that 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 to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest.

CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

9. Indemnification.

CONTRACTOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury

to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of CONTRACTOR, including its officers, agents, employees, subcontractors or any person employed by CONTRACTOR, in the performance of this Agreement. CONTRACTOR shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR agrees that CONTRACTOR's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

10.1. CONTRACTOR shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

1. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
2. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
4. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy and/or policies as to commercial general liability bodily injury and property damage

coverage's and automobile coverage's with respect to liabilities arising out of CONTRACTOR's work under this Agreement.

10.2 Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to CITY.

10.3 All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of CITY. The CONTRACTOR is required to file the certificates of insurance with CITY on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

11. Cooperation.

In the event any claim or action is brought against CITY relating to CONTRACTOR's performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

12. Termination.

Either party may terminate this Agreement without penalty and with or without cause upon thirty (30) calendar days' written notice to other party. Except as otherwise provided under this Agreement, CONTRACTOR shall remit City Payments to CITY on all advertisement revenue generated by CONTRACTOR through the date of termination. CONTRACTOR shall remove and dispose of all exterior advertisements placed on CITY owned/operated fixed route buses by CONTRACTOR within thirty (30) calendar days of the date of termination. CONTRACTOR and CITY shall determine and agree upon the date(s) for removal of the advertisements within this thirty (30) calendar day period. CONTRACTOR shall remit Monthly Fee Payments to CITY pursuant to Section 4 and comply with the payment terms in Section 4 of this Agreement on any Monthly Advertising Revenue received by CONTRACTOR after the date of termination of this Agreement but prior to the end of the thirty (30) calendar day period. Neither party shall have any other claim against the other party by reason of such termination.

13. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties at the following addresses:

If to CITY:	City of Montebello Attn: City Manager
With a copy to:	City of Montebello Attn: Director of Montebello Bus Lines
If to CONTRACTOR:	

14. Non-Discrimination and Equal Employment Opportunity.

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, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractors 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.

15. Non-Assignability; Subcontracting.

CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by CONTRACTOR shall be null, void and of no effect.

16. Compliance with Laws.

CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

17. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

18. Attorney Fees.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

19. Exhibits; Precedence.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

20. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY

CITY OF MONTEBELLO

By:
Rene Bobadilla
City Manager

ATTEST:

By:
City Clerk

APPROVED AS TO FORM:

By:
City Attorney

INSERT CONTRACTOR NAME HERE

By:
Name:

By:
Name:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO
Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-16

MBL ADVERTISING PROGRAM SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated	_____ Dated
_____ Dated	_____ Dated
_____ Dated	_____ Dated

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification:

EXHIBIT A

LIST of Routes and Transit Buses

ROUTES

Line 10 provides service between East L.A. College in Monterey Park and Whittwood Mall in Whittier. Service is operated primarily along Atlantic Blvd. and Whittier Blvd. Line 10 operates seven days a week and services Monterey Park, East Los Angeles, Commerce, Montebello, Pico Rivera, Whittier and several unincorporated areas adjacent to the City of Whittier.

Key activity centers served include East L.A. College, Garfield High School, Montebello High School, Whittier Marketplace, Whittier College, and the Quad at Whittier, Whittier Medical Center, and Whittwood Mall

Line 20 provides service between San Gabriel Blvd. and Las Tunas Drive in San Gabriel and Telegraph Road in Montebello. Service is operated primarily along Greenwood Ave., Montebello Blvd. and San Gabriel Blvd. Line 20 operates seven days a week and serves San Gabriel, Rosemead, South San Gabriel, and Montebello.

Key activity centers served include the Shops at Montebello, Montebello Town Square, Don Bosco Tech High School, and Montebello Mart.

Line 30 provides service between Garfield Ave. and Huntington Drive in Alhambra and Garfield Ave. and Firestone Blvd. in South Gate. Service is operated primarily along Garfield Ave. Line 30 operates seven days a week and serves Alhambra Monterey Park, Montebello, Commerce, Bell Gardens, and South Gate.

Key activity centers served include city of Alhambra downtown, Garfield Medical Center, Cantwell Sacred Heart of Mary High School, Commerce Metrolink Station, and South Gate Town Center.

Line 40 provides service between Downtown Los Angeles and Beverly Blvd. and Norwalk Blvd. in Whittier. Service is operated primarily along Beverly Blvd., 3rd St. and 4th St. Line 40 operates seven days a week and serves Los Angeles, Boyle Heights, East Los Angeles, Montebello, Pico Rivera, and Whittier.

Key activity centers served include Downtown Los Angeles, Lincoln Medical Center, Roosevelt High School, East L.A. Civic Center, Roybal Health Center, Montebello Mart, and Beverly Hospital.

Line 50 provides service between Downtown Los Angeles and La Mirada. Service is operated primarily along Washington Blvd., Mulberry Drive and La Mirada Blvd. Line 50 operates on weekdays and Saturdays and serves Los Angeles, Vernon, Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, and La Mirada.

Key activity centers served include Downtown Los Angeles, industrial employment areas in Los Angeles, Vernon and Commerce, Santa Fe Springs Marketplace, Whittier College, the Quad at Whittier, and Biola University.

Line 60 provides service between Telegraph Road and Whittier Blvd. along Passons Blvd. Line 60 Operates on weekdays only and serves Montebello and Pico Rivera.

Key activity centers served include El Rancho High School and Pico Rivera Civic Center.

Line 70 provides service between Mines Ave. and Greenwood Ave. and the Shops at Montebello. Line 70 operates on weekdays only and serves several neighborhoods in the City of Montebello.

Key activity centers served include Montebello Metrolink Station, the Applied Technology Center High School, Montebello High School, Schurr High School, Montebello Plaza and the Shops at Montebello.

Line 90 provides service between Downtown Los Angeles and City of Whittier. Service is operated primarily along Beverly Blvd., 3rd St. and 4th St. Line 90 operates on weekdays AM and PM peak hours only and serves limited stops in Los Angeles, Montebello, and city of Whittier.

Key activity centers served include Downtown Los Angeles, and the Montebello Mart.

BUSES

Year Built	Manufacturer	Model	Seats	Length	Fuel	Quantity
2008	New Flyer	SR1224	44	40	ELE	3
2008	New Flyer	SR1224	44	40	GE	12
2009	New Flyer	SR1363	29	35	GE	8
2009	New Flyer	SR1362	44	40	GE	16
2010	New Flyer	SR1570	38	40	CNG	3
2011	New Flyer	SR1490	38	40	CNG	4
2013	New Flyer	SR1683	38	40	CNG	8
2020	New Flyer	SR2049	38	40	CNG	7
2018	New Flyer	SR2241	38	40	CNG	5
Total						66

EXHIBIT B**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Advertising Program Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C
REFERENCES

At Least Three (3) References

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

EXHIBIT D**CERTIFICATION OF NON-COLLUSION**

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated:

Company Name:

Signature:

NOTARY

Subscribed and sworn before me this day of, 20__.

.....

.....My commission expires....., 20__.

Type or Print Title

EXHIBIT E

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),....., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE

CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

.....

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Montebello Transportation Department prior to award.

EXHIBIT F**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(Applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of

.....

(Name and title of company official)

that:

(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this.....day of....., 20____.

Signed by:

Type or Print Name

EXHIBIT G**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT H
Revenue Price Proposal

CITY OF MONTEBELLO

ADVERTISING PROGRAM SERVICES
REVENUE PRICE PROPOSAL

COMPANY NAME:	DATE:
CONTACT PERSON:	TITLE:
ADDRESS:	
EMAIL:	PHONE:

THE CITY OF MONTEBELLO (CITY) TO RECEIVE EITHER THE PERCENTAGE OF ACTUAL NET REVENUES OR THE MONTHLY MINIMUM GUARANTEED AMOUNT, WHICHEVER IS GREATER.

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY (% of net)	Monthly Net Amount Retained by Proposer	Monthly Minimum Guarantee To CITY
Exterior Advertising						
Interior Advertising						
Other:						
Year 1 Monthly Total						

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY (% of net)	Monthly Net Amount Retained by Proposer	Monthly Minimum Guarantee To CITY
Exterior Advertising						
Interior Advertising						
Other:						
Year 2 Monthly Total						

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY (% of net)	Monthly Net Amount Retained by Proposer	Monthly Minimum Guarantee To CITY
Exterior Advertising						
Interior Advertising						
Other:						
Year 3 Monthly Total						

Please attach:

Anticipated Rate Cards

Assumed Occupancy Rate

List of items that comprise estimated expenses

Other relevant information

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

TO: Honorable Mayor and Members of the City Council
FROM: René Bobadilla, City Manager
BY: Nicholas Razo, Director of Human Resources and IT
Michael Solorza, Director of Finance
**SUBJECT: ADOPTION OF RESOLUTION TO GRANT A DESIGNATED PERIOD
FOR CALPERS TWO-YEARS ADDITIONAL SERVICE CREDIT FOR
ALL CLASSIFICATIONS AND DEPARTMENTS**
DATE: August 12, 2020

RECOMMENDATION

It is recommended that City Council Adopt a Resolution authorizing the City Manager to provide Two-Years Additional Service Credit in accordance with California Government Code Section 20903 for all City classifications and departments.

BACKGROUND

In accordance with the California Public Employees Retirement System (CalPERS), Two-Years of Additional Service credit may be offered to employees who have at least five years of CalPERS service and meet the minimum age requirement for a service retirement. To provide this early retirement incentive, the City must designate a window period of at least 90 days up to a maximum of 180 days during which eligible employees must retire to receive the early retirement incentive. If the proposed Resolution is approved, the window period of 120 days would be August 13, 2020, through December 11, 2020.

ANALYSIS

1. On June 18, 2020, the Human Resources Department conducted its first informational meeting presenting the Two-Years of Additional Service Credit consideration to all City employees who meet the criteria set by CalPERS.
2. There were ten (10) informational meetings conducted by Human Resources staff on various dates and times for the interested employees, explaining the details of the Two-Years Additional Service Credit.
3. There has been an interest from eighty nine (89) employees, with a total of eighty seven (87) employees submitting an interest form.

ADOPTION OF RESOLUTION TO GRANT A DESIGNATED PERIOD FOR CALPERS TWO-YEAR ADDITIONAL SERVICE CREDIT FOR ALL CLASSIFICATIONS AND DEPARTMENTS

Page 2 of 3

4. Human Resources staff has been meeting on a one-on-one basis with over thirty (30) employees from different departments and classifications beginning on July 1, 2020, through July 27, 2020, providing each employee with individualized estimates and retirement formulas specific to each individual.
5. If the employee chooses to retire during the window period set by the city, the first day of retirement for the employee would be August 14, 2020, and last day worked would be August 13, 2020.
6. The last day of the window period that the employee would be able to make retirement effective would be December 11, 2020, last day worked would be December 10, 2020.
7. The Human Resources Department will be encouraging employees who decide to retire, to give their respective departments enough notice of retirement so the impact to operations of are handled appropriately.

FISCAL IMPACT

Assuming all eighty nine (89) interested employees retire during the 120 day window, the City would realize an immediate and approximate savings of \$5.22 million in salaries: \$2.570 million in General Fund and \$2.651 million in the Transit Fund. There would be additional savings to the City related to health, retirement, Social Security, workers compensation, and other non-salary related expenses.

A portion of these salary savings would carry forward into future fiscal years, based on operational need and the refilling of vacant positions. In addition, it can be assumed that most new (replacement) employees would be hired under the 2% @ 62 retirement formula (PEPRA). This is a less expensive retirement program and would provide long-term Normal Cost and unfunded liability savings to the City.

CalPERS requires employers to complete a present value calculation, per publication "CON-40" in order to inform the public of the additional costs of offering the early retirement incentive. This present value calculation is an estimate of additional employer contributions related to increased unfunded actuarial liability (UAL). CalPERS conducts annual valuations to determine an employer's Normal Cost and UAL expenses. The two-year service credit would add retirees not anticipated in prior actuarial valuations. Hence, the present value calculation is required to provide transparency around the additional cost related to the two-year service credit retirees.

The present value of additional employer contributions assuming all interested employees actually retire would be \$827,248 annually. Approximately half of this cost

ADOPTION OF RESOLUTION TO GRANT A DESIGNATED PERIOD FOR CALPERS TWO-YEASR ADDITIONAL SERVICE CREDIT FOR ALL CLASSIFICATIONS AND DEPARTMENTS

Page 3 of 3

would be recorded in the Transit Enterprise Fund, based on the employees retiring. CalPERS would complete the June 30, 2021, actuarial valuation, taking into account the number of additional employees who actually retire under the two-year service credit program. The additional costs would first accrue to the City in Fiscal Year 2023-24. This is a standard practice with valuations that set rates and expenses two fiscal years after the date of the valuation. Additional costs due to the additional early retirees would be offset by operational savings related to vacancies.

SUMMARY

Staff is recommending that the City Council approve the Resolution granting the designated period for Two-Years Additional Service Credit and certifications set by CalPERS.

ATTACHMENTS

- 1) Resolution to grant Designated period for Two-Years Additional Service Credit
- 2) Certification of Compliance with Government Code Section 7507
- 3) Certification of Compliance with Government Code Section 20903
- 4) Certification of Governing Body's Action

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO TO GRANT ANOTHER DESIGNATED PERIOD FOR
TWO YEARS ADDITIONAL SERVICE CREDIT**

WHEREAS, the City Council of the City of Montebello is a contracting Public Agency of the Public Employees' Retirement System; and

WHEREAS, said Public Agency desires to provide another designated period for Two Years Additional Service Credit, pursuant to California Government Code Section 20903, based on the contract amendment included in said contract which provided for Section 20903, Two Years Additional Service Credit, for eligible members;

NOW, THEREFORE, BE IT RESOLVED, that said City Council, pursuant to Government Section 20903, hereby designates the period from **August 13, 2020** through **December 11, 2020**, during which eligible Safety and Miscellaneous members of the Public Employees' Retirement System in the City of Montebello must retire in order to receive the Two Years Additional Service Credit.

APPROVED AND ADOPTED this 12th day of August, 2020.

SALVADOR MELENDEZ, MAYOR

ATTEST:

APPROVED AS TO FORM

IRMA BARAJAS, CITY CLERK

ARNOLD M ALVAREZ-GLASSMAN
CITY ATTORNEY



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance with Government Code Section 7507

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the City Council of the City of Montebello on July 29, 2020 which is at least two weeks prior to the adoption of the Resolution/Ordinance. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

Irma Barajas

City Clerk

Date _____

René Bobadilla, City Manager

Date _____



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance With Government Code Section 20903

In accordance with Government Code section 20903 and the contract between the Public Employees' Retirement System, the City Council of the City of Montebello hereby certifies that:

1. Because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency will be served by granting such additional service credit.
2. The added cost to the retirement fund for all eligible employees who retire during the designated window period will be included in the contracting agency's employer contribution rate for the fiscal year that begins two years after the end of the designated period.
3. It has elected to become subject to section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1 percent of the job classification, department or organizational unit, as designated by the governing body, resulting from the curtailment of, or change in the manner of performing, its services.
4. Its intention at the time section 20903 becomes operative is to keep all vacancies created by retirements under this section or at least one vacancy in any position in any department or other organizational unit permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.

THEREFORE, the City Council of the City of Montebello hereby elects to provide the benefits of Government Code section 20903 to all eligible members who retire within the designated period, August 13, 2020 through December 11, 2020.

CITY COUNCIL
OF THE
CITY OF MONTEBELLO

BY _____
Salvador Melendez, Mayor

Attest:

Irma Barajas, City Clerk

Date



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Montebello on August 12, 2020.

Irma Barajas

City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council

FROM: René Bobadilla, City Manager

BY: Nicholas Razo, Director of Human Resources and IT

SUBJECT: Selection for Award of Contract for The City of Montebello's Classification and Total Compensation Study

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the City Manager to execute an agreement with an approval by the City Council to award a contract to Public Sector Personnel Consultants for the City's Classification and Total Compensation Study.

BACKGROUND

The City of Montebello's current classification and compensation system has not been evaluated since 2008. It is best practice for organizations to routinely conduct these studies every five (5) years to ensure that classification methods continue to meet the organizations needs and pay practices and strategies remain competitive, sustainable, and equitable.

In addition, during the 2019 contract negotiations, each of the City's eight (8) bargaining units requested a classification and total compensation study.

The overall goals of a classification and total compensation study include:

- Ensure market/internal structure alignment
- Ensure accuracy of classification/job description structure
- Identify paths for career progression
- Modernize position titles
- Address recruitment and retention needs to ensure the City is both competitive and consistent with comparable employers
- Update Americans Disability Act and Fair Labor Standards Act compliance requirements

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF AUGUST 12, 2020
**SELECTION FOR AWARD OF CONTRACT FOR THE CITY OF MONTEBELLO'S
CLASSIFICATION AND TOTAL COMPENSATION STUDY**

Page 2 of 3

ANALYSIS

Staff prepared and posted a Request for Proposal that detailed the City's requirements for the project. The City received a total of thirteen (13) proposals for the Classification and Total Compensation Study. Of the number of proposals submitted, four (4) were deemed responsive and qualified proposals as well as within the allotted budgeted amount for Fiscal Year 2020-2021 for this project. The four (4) firms are as follows:

Public Sector Personnel Consultants
HR Compensation Consultants, LLC
Ralph Andersen & Associates
Logic Compensation Group

The proposals were reviewed using the following criteria:

- Compliance with the Request for Proposal
- Understanding of the project
- Services to be provided
- Ability to complete the work within the time specified
- Qualifications of the firm, including but not limited to its public service experience and personnel assigned to the project and any subcontractors, if any
- Cost

On July 15, 2020, City Staff to include Director of Human Resources/IT, and the Senior Human Resources Analysts met and interviewed each of the firms via video-conferencing. Based on their interview, Public Sector Personnel Consultants surpassed all required qualifications. In addition to the required qualifications they work exclusively with public sector agencies and have successfully completed over 1000 comparable studies. Public Sector Personnel Consultants was unanimously, amongst the rating panel, determined to be the most qualified to perform the Study for the City of Montebello.

The final report will be brought to the City Council for approval as the City's Classification and Total Compensation Plan.

FISCAL IMPACT

Public Sector Personnel Consultants' fee proposal is outlined below:

Major Project Components – Classification Study*

- Planning Meetings, Kick Off, Communication	\$ 5,000
- Job Information Interviews / Desk Audits (100 included)	\$ 10,000
- Position Classification, Job Titling, FLSA	\$ 5,000
- Updated Job Descriptions/Class Specifications (100 included)	\$ 10,000

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF AUGUST 12, 2020
**SELECTION FOR AWARD OF CONTRACT FOR THE CITY OF MONTEBELLO'S
CLASSIFICATION AND TOTAL COMPENSATION STUDY**
Page 3 of 3

Classification Study: **\$ 30,000**

Major Project Components – Compensation Study

- Total Compensation Survey	\$ 30,000
- Pay Plan Modeling, Implementation Options and Costing	\$ 7,500
- Reporting and Presentations	\$ 2,500
Compensation Study:	\$ 40,000
Total Not-To-Exceed:	\$70,000

The proposed fee is within the budgeted amount set forth in the FY 2020-2021 budget for this project.

SUMMARY

Staff is recommending that the City Council award a Professional Services Agreement to Public Sector Personnel Consultants for City's Classification and Total Compensation Study and authorize the City Manager to execute the Professional Services Agreement on behalf of the City.

ATTACHMENTS

- 1) Request for Proposal No. 20-12
- 2) Draft Professional Services Agreement
- 3) Public Sector Personnel Consultants Proposal



**REQUEST FOR PROPOSAL FOR
CITYWIDE CLASSIFICATION
AND
TOTAL COMPENSATION STUDY
RFP No. 20-12**

Nicole Mooshagian, Senior Human Resources
Analyst
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 *419

Issued Date: April 23, 2020

Due Date: May 24, 2020

I. INTRODUCTION

The City of Montebello is soliciting proposals from qualified consulting firms, experienced in the development of a job evaluation and compensation system. Our desire is to obtain a consultant who will assist the City in reviewing the existing job descriptions and compensation system including all benefits, analyze the current jobs performed by employees, determine the correct market pay for each position, establish the market value of the employee benefits package and provide a market analysis of the total compensation including salary and benefits. We expect the consultant to make recommendations for adjustments to pay and benefits that may be needed.

All prospective consultants will be afforded full opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the grounds of age, ancestry, color, race, gender, gender identity, gender expression, genetic information, marital status, medical condition, military and veteran status, religion, national origin, sex, sexual orientation, religious creed, transgender status or disability in consideration for an award of any contract entered into pursuant to this notice.

This Request for Proposals (RFP) is an invitation by the City of Montebello for consultants to submit an offer, which may be subject to subsequent discussion. Submittal of a proposal does not create any right or expectation to a Contract with the City of Montebello. The City of Montebello reserves the right to reject any or all proposals and the City further declares that it will incur no financial obligations for any costs by any firm in preparation of their proposal.

II. Statement of Qualifications and Approach

To be considered, a vendor must be a consulting firm with expertise in evaluating pay scales, benefits, job descriptions and market pay/benefit analyses. The consultant should be able to provide references from other municipalities or government agencies where similar work was performed.

III. Criteria for Selection

The City will evaluate each proposal and select a firm.

All proposals submitted will be evaluated using the following criteria:

- Compliance with the RFP
- Understanding of the project
- Services to be provided
- Ability to complete the work within the time specified
- Qualifications of the firm, including but not limited to its experience and personnel assigned to the project and any subcontractors, if any.
- Cost

IV. Cost and Fee Arrangements

The consultant must provide a proposal with maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.

V. City of Montebello Background Information

The City of Montebello is a full-service, general law city, governed by a council – Administrator form of government and provides a full range of municipal services. The City employs approximately 526 employees. Montebello was incorporated in 1920 and has a population of about 64,500. Encompassing approximately 8.25 square miles, Montebello is situated 10 miles east of Los Angeles, in Los Angeles County. The City is noted for its excellent residential areas and shopping facilities, such as Montebello Town Center and Montebello Town Square.

The City of Montebello employs approximately 382 full-time employees and 144 part-time employees.

VI. Scope of Work

The City expects ongoing and open communications between designated City representatives and the consultant over the course of each phase. All products and recommendations must comply with applicable State and Federal laws and enhance the City's ability to recruit and retain qualified personnel.

Proposed Timeline	DATE
Request for Proposals Issued	April 23, 2020
Due Date for Proposals	May 24, 2020
Evaluation of Proposals Period	Week of May 25, 2020
Interview(s)	Week of June 15, 2020
Recommendation to City Council	July 08, 2020

The City of Montebello will provide the following information to the successful consultant:

- Copies of all wage and salary schedules
- Copies of all employee benefit schedules
- Copy of City of Montebello's Organizational Chart

The City anticipates that the study will involve two broad phases of work comprised of the following key tasks:

A. The Classification Study (Non-Sworn Only)

1. Review current classification specifications and analyze knowledge, skill, ability, education and experience relevance and hierarchical consistency, conformity with ADA language relative to essential job functions (including physical requirements);

position definitions, distinguishing characteristics, supervision received and exercised, position duties and special requirements including license and certification requirements;

2. Conduct orientation and briefing sessions to explain the scope of the study to affected employees and association representatives;
3. Develop and distribute job analysis questionnaires;
4. Review and analyze completed job-related questionnaires;
5. Conduct interviews with a representative sample of covered employees;
6. Review various job series in terms of appropriateness;
7. As appropriate, recommend new classes and/or recommend deletion of outdated or unnecessary classes;
8. Draft up-to-date, accurate class specifications in a format approved by Human Resources;
9. Provide periodic status reports as requested.

B. The Compensation Study (Non-Sworn and Sworn, Excluding Executive Management)

1. Review of current compensation practices and related issues;
2. Complete internal salary relationship analysis including the development of appropriate internal relationship guidelines (internal equity);
3. Recommend salary relationship/differentials between classes in each class series;
4. Recommend logical and defensible comparable agencies (external equity);
5. Make recommendations, if needed, to compensation plan based on Fair Labor Standards Act (FLSA) exempt or non-exempt designation;
6. Recommend salary survey benchmarks in conjunction with relevant benchmark classifications;
7. Develop externally competitive and internally equitable salary recommendations for each job class included in the study;
8. Present and explain proposed comparable agency list to employee associations and Council (if requested);
9. Provide written documentation of assessment methodology;

10. Train City staff in the methodology used to systematically assess job classifications in order to maintain internal compensation equity in the future when adding, changing, or deleting classifications.

VII. RFP Requirements

Responses to this request should include the following information:

1. Consultant name and/or business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number, and e-mail address.
2. Qualifications information, which demonstrates the knowledge, experience, and capability that will enable the respondent to provide the services outlined in the Scope of Services, including a brief description and history of the firm and/or individual including the number of years in business, number of classification and compensation studies completed and the range of services offered. Where relevant, key individuals who may be involved in providing or developing the services should be identified and listed. Please provide resumes for all proposed key personnel.
3. A description of the proposed study components. Identify the key steps. Describe how you plan to interface with employees and managers to validate job descriptions. Describe the scope of involvement of city staff.
4. Describe what factors you recommend be considered to assess comparable agencies.
5. Provide a timeline for this process
6. Provide at least three references that can be contacted for verification of the respondents experience and qualifications. The references will be public agencies, for which you and/or your firm have provided classification and compensation services within the past three years. Identify similar process on which the respondent has worked, and contact information.
7. Indicate the proposed compensation rate and fee structure for the described services and provide the price of each component including optional services.

VIII. FORMAT AND DELIVERY OF RESPONSE

Proposals will be received through 5:00 p.m. on May 24, 2020. Only one (1) electronic copy is required to be submitted via Planet Bids:

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

City of Montebello's website at the link provided above.

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

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

City of Montebello
Human Resources
Nicole Mooshagian, Senior Human Resources Analyst
nmooshagian@cityofmontebello.com

IX. Contact with City Personnel

At no time shall the consultant, its agents, representatives or contracted personnel contact or otherwise communicate with City department personnel without prior arrangement with the Senior HR Analyst, Nicole Mooshagian, or her designee, for the purposes of negotiating, modifying, changing or interpreting the proposal or specifications. Any changes, modifications, or interpretations must be handled by one source uniformly for all consultants. All questions relating to the statements contained in the RFP are to be addressed in writing to Senior Human Resources Analyst, Nicole Mooshagian at 1600 W. Beverly Blvd., Montebello, CA 90640 or via e-mail at nmooshagian@cityofmontebello.com.

X. Addenda to RFP

If it becomes necessary to revise any part of this RFP, addenda will be supplied to all firms receiving this Request for Proposal.

The selected provider will enter into a contract with the City of Montebello for consulting services for a term to be mutually agreed upon by the City and selected firm. For informational purposes, the City of Montebello's *Professional Services Agreement* is attached to this RFP as **Attachment A**.

XI. Review and Selection Criteria

City staff will evaluate the materials provided in response to the Request for Proposal, which shall be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance. Therefore, the contract for professional services need not be awarded to the lowest responsible bidder; however, cost may be considered as one factor. Specifically proposals will be evaluated utilizing the following criteria:

1. Understanding of the scope of work and the overall classification and compensation study goals including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. Skills and experience of assigned personnel, availability of staff; experience and performance of Consultant on similar studies.

3. Consultant's expertise and ability to successfully handle communication with City staff relative to all phases of the process.
4. The present workload of the consultant and their ability to meet the proposed schedule.
5. Clarity of presentation and content of the responses to this request. Elaborate or costly submissions are not required.
6. Record of performance, including results of reference checks.
7. Proposed plan for completing the work in a timely and professional manner.
8. Cost of proposal.
9. Oral presentation, if applicable. An oral presentation by the proposers in final contention for award of a Professional Services Agreement may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: First, to allow the proposer to demonstrate capabilities of the firm and to clarify proposer's responses to the RFP; and second, to allow City staff to meet the proposer's key personnel who would be assigned to the project. Attendance at such a presentation shall be at the proposer's expense.

Right to Reject Proposals

The City of Montebello reserves the right to reject any or all proposals should be deemed in its best interest to do so. Any award made for this engagement will be made to the bidder which, in the opinion of the City, is best qualified to conduct the classification and compensation study. The selection of the proposal will be made at the sole discretion of the City.

XII. Disclosure of Proposals/Public Records Act

Proposals will be kept confidential until such time as the City has completed its evaluation. Proposers are cautioned that the agreement and proposals submitted are public records in accordance with the California Public Records Act (Govt. Code Section 6250 et seq.).

All proposals submitted in response to this RFP will become the property of the City of Montebello and a matter of public record. The vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any firm claiming such an exemption must also state in its proposal that the firm agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any firm failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

XIII. Pre-Contractual Expenses

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. The City of Montebello shall not, in any event, be liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed.

XIV. Authority to Withdraw Request for Proposal and/or Not Award Contract

The City of Montebello reserves the right to withdraw this RFP at any time without prior notice. Further, the City expressly reserves the right to postpone the opening of proposal for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

XV. Consultant's Independence

Consultant is an independent contractor with respect to all services performed under this Contract. Consultant accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for worker's compensation, Social Security, unemployment benefits, health benefits, sick leave or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Consultant shall defend, indemnify and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the City, or consultant, shall be deemed or construed to create any third party beneficiary or principal and agent association or relationship involving the City. Consultant is not the City's agent and Consultant has no authority to take any action or execute any documents on behalf of the City.

XVI. Sub-Contractor

The use of any sub-contractor must be approved in advance in writing by the City and must meet the requirements of this RFP. Use of sub-contractors must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.

XVII. Price Changes

All prices shall be firm and not subject to increase during the period of the Contract.

XVIII. Laws of Governance

The selected firm will be required to comply with all existing State and Federal laws including applicable equal opportunity employment provisions. The Contract shall also be construed and governed in accordance with the law of the State of California and the City of Montebello. Consultant shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Consultant, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

XIX. Modification, Mistakes or Withdrawal of Proposals

Responses to this RFP may be modified or withdrawn by written, e-mail or facsimile notice prior to the date specified for receipt of proposals. A proposal may be withdrawn by the vendor or its authorized representative prior to 5:00 p.m. on May 24, 2020. Telephone withdrawals are not permitted. If the apparent best qualified firm discovers a mistake, of a serious and significant nature, in its proposal which is unfavorable prior to the issuance of a Contract, it may request consideration to modify or withdraw the proposal. The City reserves the right to reject any and all requests for correction or withdrawal of proposal received after the date shown in the specifications. In all cases, the decision of the City Council is final. A mistake in proposal will not be considered once a contract is issued.

XX. Reservation of Rights

The City of Montebello reserves the right to:

- Accept or reject any and all proposals received in response to this RFP, and to re-advertise for new submittals.
- Waive or modify any irregularities in proposals received after prior notification to the vendor.
- Request the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
- Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the City.
- Request clarification and/or additional information from the vendor during the evaluation process.
- In the event of Contract termination, enter into Contract negotiations with other qualified firms that submitted acceptable proposals, rather than redoing the proposal process for the project.
- Negotiate with the selected consultant to include further services not identified in this RFP.

XXI. Expiration of the Proposal

By submitting a proposal, and if awarded the RFP, the firm agrees to enter into a *Professional Services Agreement*, **Attachment A**, in which the content shall be agreed upon by both parties. The firm's proposal shall not be revocable for 90 days following the response deadline indicated in the RFP. The City of Montebello reserves the right to waive any defects in the offer of any vendor, to reject any or all offers and to request additional information from any or all vendors.

XXII. Work Results

The work results and the reports may not be released by the Consultant without prior written consent of the City of Montebello.

Thank you in advance for your interest in the City of Montebello, California.

City of Montebello
Human Resources Department
1600 W. Beverly Boulevard
Montebello, CA 90640

**EXHIBIT A
AFFIDAVIT OF NON-COLLUSION**

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)

)

ss COUNTY OF LOS ANGELES)

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

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

of _____

(Insert name of bidder)

who submits herewith to the City of Montebello a proposal;

That all statements of fact in such proposal are true;

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

That such proposal is genuine and not collusive or sham;

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

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

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

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

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

By: _____ Title: _____
_____ Date: _____

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO.

BY AND BETWEEN

CITY OF MONTEBELLO

AND

[CONSULTANT NAME]

CONSULTANTS

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

RECITALS

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

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

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

DELETE THE FOLLOWING "WHEREAS" PARAGRAPH IF PSA AWARDED WITHOUT RFP PROCESS

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

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

SECTION 1. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 2. TERM.

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

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

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

SECTION 3. PERFORMANCE.

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

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

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

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

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

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

SECTION 4. WORK PRODUCT.

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

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

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

nature of the default, and of the steps necessary to cure the default.

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, 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 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 CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

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

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

CONSULTANT

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONSULTANT

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”
Scope of Services

Exhibit “B”
Schedule of Performance

Exhibit “C”
Schedule of Compensation

EXHIBIT D TO CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

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

PROFESSIONAL SERVICES AGREEMENT

CITY OF MONTEBELLO PROFESSIONAL SERVICES
AGREEMENT NO.
BY AND BETWEEN CITY OF MONTEBELLO
AND
PUBLIC SECTOR PERSONNEL CONSULTANTS

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

RECITALS

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

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

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

DELETE THE FOLLOWING "WHEREAS" PARAGRAPH IF PSA AWARDED WITHOUT RFP PROCESS

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

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

SECTION 1. SERVICES / COMPENSATION.

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

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

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

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

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

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

SECTION 2. TERM.

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

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

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

SECTION 3. PERFORMANCE.

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

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

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

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

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

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

SECTION 4. WORK PRODUCT.

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

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

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, 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 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 CONSULTANT'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

By executing this Agreement, CONSULTANT further certifies as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

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

SECTION 21. NOTICE.

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

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

CONSULTANT

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

Agreement.

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONSULTANT

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

Exhibit “A”
Scope of Services

DRAFT

Exhibit “B”

Schedule of Performance

DRAFT

Exhibit “C”
Schedule of Compensation

DRAFT

EXHIBIT D TO CONTRACT

EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

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

PROPOSAL TO CONDUCT A CITYWIDE CLASSIFICATION AND TOTAL COMPENSATION STUDY

FOR THE

CITY OF MONTEBELLO

JUNE 2020

PREPARED BY

Matthew Weatherly, President
matt@pspc.us / 888.522.7772



PROPOSAL TO CONDUCT A CITYWIDE CLASSIFICATION AND TOTAL COMPENSATION STUDY FOR THE CITY OF MONTEBELLO

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
1	LETTER OF TRANSMITTAL AND AFFIDAVIT OF NON-COLLUSION	1
2	STAFFING AND QUALIFICATIONS OF OUR FIRM AND STAFF	
	HISTORY AND FACTS ABOUT OUR FIRM	2
	RECENT CALIFORNIA EMPLOYERS SERVED	3
	RECENT MUNICIPAL EMPLOYERS SERVED	3
	PROJECT TEAM ORGANIZATION CHART	4
	RESUMES OF PROJECT TEAM MEMBERS	4
3	PROJECT APPROACH AND METHODOLOGY	
	SUMMARY OF SERVICES FOR THE CITY	7
	PROJECT SCOPE AND METHODOLOGY	8
	A. OBJECTIVES OF THE PROJECT	8
	B. SCOPE OF THE PROJECT	8
	C. PROJECT METHODOLOGY	8
	1. Quality Assurance	8
	2. Project Planning Meetings and Communication Plan Development	8
	D. POSITION CLASSIFICATION ANALYSIS	9
	1. Review of Essential Tasks – Job Analysis Questionnaire	9
	2. Employee Worksite Job Information Interviews	9
	3. FLSA Status Determination	9
	4. Position Classification	9
	5. Updated Class Specifications	10
	6. Draft Classification Plan Reviews	10
	7. Optional Approaches to Ensure Internal Equity	10
	E. COMPENSATION SURVEY AND PLAN	11
	1. City Involvement in Compensation Plan Development	11
	2. Comprehensive Compensation Survey	11
	3. Prevailing Rates Calculation	12
	4. Compensation Competitiveness Comparison	12
	5. Compensation Competitiveness Policy	12
	6. Salary Plan Structure Development	12
	7. Salary Range Assignment Development	12
	8. Implementation Plan Development	12
	F. ENSURING THE CITY'S SELF-SUFFICIENCY	13
	G. EXTENSIVE EMPLOYEE INCLUSION AND COMMUNICATION	13
	H. MINIMAL CITY SUPPORT REQUIRED	13
	I. FINAL REPORTS AND PRESENTATIONS	14
	ELAPSED PROJECT TIMELINE – GANTT CHART	14
4	CLIENT REFERENCES	15
5	FEE PROPOSAL	16
6	ADDITIONAL INFORMATION	
	PSPC BOOKLET: "Communicating the Project to the Employees"	
	PSPC BOOKLET: "EZ COMP™" Program Description	

Please visit www.pspc.us for work samples and additional resources

PUBLIC SECTOR PERSONNEL CONSULTANTS

**PROPOSAL TO CONDUCT A CITYWIDE
CLASSIFICATION AND TOTAL COMPENSATION STUDY
FOR THE CITY OF MONTEBELLO**

COVER LETTER

INCLUDING AFFIDAVIT OF NON-COLLUSION

PUBLIC SECTOR PERSONNEL CONSULTANTS



June 12, 2020

Ms. Nicole Mooshagian
Senior HR Analyst
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Selection Team,

Pursuant to your request, we are pleased to provide you with a proposal and qualifications to assist the City with a classification and compensation study. We specialize in these services, and have implemented classification and compensation plans for more than 1,100 public employers nationwide, including more than 400 municipal employers and over 100 public employers in California.

Current and recently completed projects include the Cities of Riverside (SEIU), Colton, San Bernardino, Santa Ana (SEIU), Bell Gardens, Southgate, Salinas, Monterey, Upland, Azusa, San Juan Capistrano, and Aliso Viejo.

We believe our firm is uniquely qualified for this study. We will utilize only full-time, certified Human Resources professionals for the study, with combined greater than 100 years of experience in the fields of human resources, compensation, and labor relations.

Our proposed approach will be customized to meet the City's needs. We are confident that our extensive public employers classification and compensation experience, knowledge of public employers in California, large specialized and highly qualified full time staff, proven methods, unique **EZ COMP™** application to ensure your self-sufficiency, and one year of implementation support and assistance at no cost, will achieve all of the City's objectives for an important project of this nature.

In light of COVID-19 restrictions, we have several flexible, online and virtual options to ensure high quality results, employee participation, and overall communication without sacrificing quality or consistency.

Our proposal remains valid for no less than 180 days, and we take no exceptions to any conditions or requirements stated in the RFP.

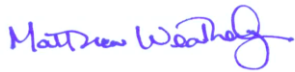
Thank you for your interest in our firm's services. If we can provide any additional information, such as samples of recent similar studies, or if you would like to visit further or in person about the City's project needs, please contact me at any time.

Sincerely,

Matthew Weatherly, President
(888) 522-7772
matt@pspc.us

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

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



By: _____ Title: President

Date: June 12, 2020

**PROPOSAL TO CONDUCT A CITYWIDE
CLASSIFICATION AND TOTAL COMPENSATION STUDY
FOR THE CITY OF MONTEBELLO**

QUALIFICATIONS OF OUR FIRM AND STAFF

*HISTORY AND FACTS ABOUT OUR FIRM
RECENT EMPLOYERS SERVED
TEAM ORG CHART AND RESUMES*

PUBLIC SECTOR PERSONNEL CONSULTANTS

HISTORY AND FACTS ABOUT OUR FIRM

- **HISTORY OF OUR FIRM**

Public Sector Personnel Consultants (PSPC) originated in 1972 with the Public Sector Group of the international human resources consulting firm of Hay Associates. **PSPC** was established as an independent firm in 1982. We are a single-owner, debt-free subchapter-S corporation.

- **REGIONAL STAFF**

We have regional offices or affiliates in Los Angeles, CA, San Diego, CA, Austin, TX, Dallas, TX, Santa Fe, NM, Chicago, IL, Denver, CO, Kansas City, MO, St. Paul, MN, Seattle, WA, and Tempe, AZ.

- **SPECIALIZED IN COMPENSATION SERVICES**

We are "super-specialists" in compensation, providing services in job analysis, position classification, job content evaluation, compensation, and directly related services. **Over 98% of our classification and compensation studies have been successfully implemented by our clients.**

- **SPECIALIZED IN PUBLIC SECTOR CLIENTS**

We provide services exclusively to public sector employers including municipalities, counties, utility districts, library districts, special districts, state governments, housing and redevelopment agencies, airport authorities, school districts, higher education, and tribal governments.

- **SPECIALIZED COMPENSATION STAFF**

Our staff is comprised of eight (8) full time and an additional five (5) part time senior human resources professionals with very extensive experience as compensation managers and consultants for public employers. Our staff has more than 100 years of combined experience working for and consulting to public sector employers.

- **OVER 1,100 PUBLIC EMPLOYERS SERVED**

Our staff members have provided compensation, human resources, training and related consulting services to more than 1,100 public and 200 private employers throughout the U.S.

- **AMERICAN COMPENSATION ASSOCIATION PARTICIPATION (ACA) (NOW WORLDATWORK)**

Our consultants are active members of ACA, including serving as instructors for the ACA certification courses.

- **SPECIALIZED COMPENSATION AND RELATED RESOURCES**

We utilize our **EZ COMP™** salary survey and plan program, modified **FES** point-factor job evaluation system, **AEP™** performance evaluation plan, and **SNAP™** staffing needs analysis program.

- **FIRST YEAR IMPLEMENTATION WARRANTY**

We provide our clients with extensive implementation support during the first year, and we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job class, at no additional cost.

RECENT CALIFORNIA EMPLOYERS SERVED BY MEMBERS OF OUR STAFF

Apple Valley, Town of
Bell Gardens, City of
Banning, City of
Capitol Area Development Authority
Colton, City of, CA
Commerce, City of
Culver City, City of
Indian Wells, City of
Inglewood, City of
Monterey/Salinas Transit
Monterey, City of
Riverside, City of

Sacramento Housing Authority
Salinas, City of
San Bernardino Assoc'n of Governments
San Clemente, City of
San Juan Capistrano, City of
Santa Ana, City of (SEIU)
Santa Cruz Port District
South Gate, City of
Upland, City of
Vernon, City of
Victorville, City of
Westlake Village, City of

California Active 2020: Riverside, Colton, San Bernardino

ADDITIONAL RECENT MUNICIPAL EMPLOYERS SERVED BY OUR STAFF

Albuquerque, City of, NM
Aliso Viejo, City of, CA
Allen, City of, TX
Benbrook, City of, TX
Bothell, City of, WA
Bozeman, City of, MT
Carrollton, City of, TX
Casa Grande, City of, AZ
Centralia, City of, WA
Culver City, City of, CA
Dallas, City of, TX
Denton, City of, TX
Edmonds, City of, WA
El Paso, City of, TX
Fairview, Town of, TX
Fort Worth, City of, TX
Frisco, City of, TX
Georgetown, City of, TX

Grand Forks, City of, ND
Grand Prairie, City of, TX
Grapevine, City of, TX
Haltom City, City of, TX
Indian Wells, City of, CA
Kerrville, City of, TX
Killeen, City of, TX
Lamar, City of, CO
Las Cruces, City of, NM
Lisle, Village of, IL
Maricopa, City of, AZ
Minot, City of, ND
Mountain Village, Town of, CO
Oak Brook, Village of, IL
Odessa, City of, TX
Pearland, City of, TX
Plano, City of, TX
Prosper, Town of, TX

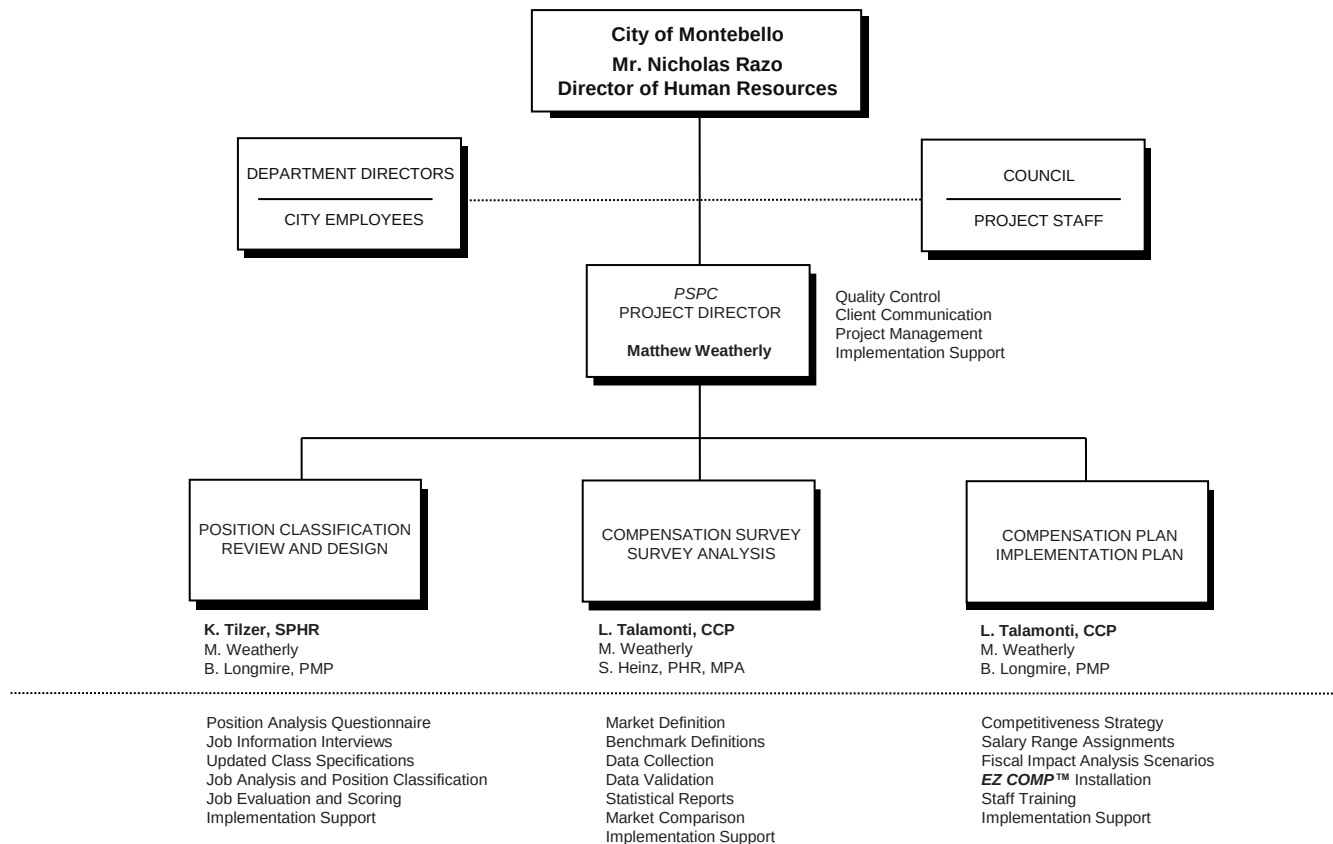
Rio Rancho, City of, NM
Rockwall, City of, TX
Roswell, City of, NM
Rowlett, City of, TX
Salinas, City of, CA
San Clemente, City of, CA
San Juan Capistrano, City of, CA
Santa Ana, City of, CA
Scottsdale, City of, AZ
Southgate, City of, CA
Tomball, City of, TX
Upland, City of, CA
Vernon, City of, CA
Victorville, City of, CA
Westlake Village, CA
Winslow, City of, AZ
Woodlands Township, TX
Yuma, City of, AZ

PUBLIC SECTOR PERSONNEL CONSULTANTS

CITY OF MONTEBELLO

CLASSIFICATION AND COMPENSATION STUDY

PROJECT TEAM ORGANIZATION CHART



MATTHEW E. WEATHERLY, PRESIDENT, PROJECT LEADER

Mr. Weatherly has over 15 years of experience as a human resources management professional and consultant, specializing in position classification, compensation, recruitment and selection. He has served as a Human Resources Manager with Employee Solutions, Inc. and Staffing Consultant with Initial Staffing Services.

He has completed projects in staff development, recruitment, selection, job descriptions, salary survey, and salary plan development. Among his current and recently completed consulting projects are those for:

Banning, City of, CA

Big Bear Lake, City of, CA

Commerce, City of, CA

Inglewood, City of, CA

Monterey, City of, CA

North County Fire, CA

Redwood City, City of CA

Rialto, City of, CA

Salinas, City of, CA

San Clemente, City of, CA

Scottsdale, City of, AZ

Westlake Village, City of, CA

Mr. Weatherly holds a BS degree in Human Resources Management from Arizona State University. He has been a featured speaker at TMHRA and regional City Manager and HR meetings throughout the US.

ELIZABETH J. LOCURTO, CCP, VICE PRESIDENT

Ms. LoCurto has over 30 years of experience as a compensation manager and consultant for public and private employers, specializing in job analysis, salary surveys, and salary plan development. She has served as Compensation Research Associate for Hayes/Hill, Inc., Senior Compensation Analyst for AON Corporation, Compensation Manager for Loyola University, and Project Manager for the American Compensation Association.

She has conducted projects in job audits, job descriptions, salary surveys, compensation database management, compensation plan development, compensation training course development, and compensation trend research. Among her consulting projects are:

<i>Apple Valley, Town of, CA</i>	<i>Huntington Beach, City of, CA</i>	<i>Sacramento, City of, CA</i>
<i>California Family Health Council</i>	<i>Midland, City of, TX</i>	<i>Seaside, City of, CA</i>
<i>El Paso, City of, TX</i>	<i>Oakland, City of, CA</i>	<i>State Bar of Texas</i>
<i>Fresno, City of, CA</i>	<i>Pomona, City of, CA</i>	<i>Stockton, City of, CA</i>

Ms. LoCurto holds a BS degree in Business Administration from Arizona State University. She holds the Certified Compensation Professional (CCP) designation from the American Compensation Association.

KATHERINE TILZER, SPHR, VICE PRESIDENT

Ms. Tilzer has more than 15 years of experience as a human resources manager and consultant, specializing in employee relations, compensation, and recruitment. She has served as Personnel Manager for Laboratory Corporation of America, Director of Human Resources for Plaza Healthcare, Inc., and Director of Human Resources for American Baptist Homes.

<i>Azusa, City of, CA</i>	<i>Indian Wells, City of, CA</i>	<i>Sacramento County San Dist, CA</i>
<i>Castro Valley Sanitary Dist., CA</i>	<i>Lake Havasu City, AZ</i>	<i>San Bernardino Assn of Govt's, CA</i>
<i>Culver City, City of, CA</i>	<i>Monterey Transit Dist., CA</i>	<i>Victorville, City of, CA</i>
<i>Frisco, City of, TX</i>	<i>Pacific Grove, City of</i>	<i>Water Facilities Authority, CA</i>

She holds a BS degree in Management from the University of Phoenix, and certification as Senior Professional in Human Resources from the Society for Human Resources Management.

SAMUEL HEINZ, MPA, PHR

Mr. Heinz has conducted projects in job analysis, position classification, job evaluation, compensation surveys, and compensation plan development. Among his recent client projects are those for:

<i>Addison, Town of, TX</i>	<i>DeSoto, City of, TX</i>	<i>Prosper, Town of, TX</i>
<i>Apache Junction, City of, AZ</i>	<i>Galveston, City of, TX</i>	<i>Teton County, WY</i>
<i>Bismarck, City of, ND</i>	<i>Midland, City of, TX</i>	<i>The Colony, City of, TX</i>
<i>Carrollton, City of, TX</i>	<i>Odessa, City of, TX</i>	<i>Williston, City of, ND</i>

Mr. Heinz holds a MA degree in Public Administration from Texas Tech.

BOB LONGMIRE, PMP, PROJECT LEADER

Mr. Longmire has more than 10 years of project management experience and consulting for public employers, specializing in employee development, classification, and compensation. He has served as National Sales Director for Connexion Technologies and Brand Marketing Manager for Plink.

He has completed projects in job analysis, position classification, compensation surveys and plan development. Among her consulting projects are those for:

<i>Bell Gardens, City of, CA</i>	<i>Plano, City of, TX</i>	<i>Pitkin County, CO</i>
<i>Colton, City of, CA</i>	<i>Salinas, City of CA</i>	<i>San Bernardino, City of, CA</i>
<i>LaVerne, City of, CA</i>	<i>Greater Orlando Airport, FL</i>	<i>Santa Ana, City of, CA</i>
<i>Monterey, City of, CA</i>	<i>King County Library Systems, WA</i>	<i>Sarasota-Bradenton Airport, FL</i>

Mr. Longmire holds a BS degree in Administration from Colorado Christian University and designation as Project Management Professional from the Project Management Institute.

WAYNE BREDE

Mr. Brede has over 30 years of experience working for the Minnesota Department of Transportation as a Workforce Planning Manager and Staffing Services Manager, and has served as a succession planning and career ladder consultant for nearly 50 public and private employers.

He has conducted projects in workforce development, succession planning, job analysis, position classification, job evaluation, compensation surveys, compensation plan development, employee relations, and recruitment. Among his recent client projects are those for:

<i>El Paso County, TX</i>	<i>Hamilton County, TN</i>	<i>Red Lake Indian Reserv., MN</i>
<i>Fresno, City of, CA</i>	<i>Las Cruces, City of, NM</i>	<i>Rialto, City of, CA</i>
<i>Grand Forks, City of, ND</i>	<i>Minot, City of, ND</i>	<i>San Angelo, City of, TX</i>
<i>Great Falls, City of, MT</i>	<i>Northwest Tech College, MN</i>	<i>San Jose, City of, CA</i>

Mr. Brede holds a BA degree in Mass Communications from the University of Minnesota and holds certificates in Public Sector Personnel Management and Industrial Relations.

PUBLIC SECTOR PERSONNEL CONSULTANTS proposes to utilize only full time members of our firm to complete all of the project tasks and objectives. In order to maintain complete control of the project tasks and deadlines, we will not utilize subcontractors for the completion of the project.

**PROPOSAL TO CONDUCT A CITYWIDE
CLASSIFICATION AND TOTAL COMPENSATION STUDY
FOR THE CITY OF MONTEBELLO**

SCOPE: PROJECT APPROACH AND METHODOLOGY

*SUMMARY OF SERVICES FOR THE CITY
PROJECT SCOPE, APPROACH AND TIMELINE*

PUBLIC SECTOR PERSONNEL CONSULTANTS

SUMMARY OF SERVICES FOR THE CITY OF MONTEBELLO

PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC) proposes the following program of consulting services and implementation support to conduct a classification and compensation study.

Project Planning and Communication

1. Project planning and scheduling meeting with the City's Human Resources Staff and project designee(s)
2. Policy input and project direction meeting and briefing with Council, Human Resources and designee(s)
3. Project briefing presentation for all employees, Council, City officials, City's project leaders
4. Management and employee communication, progress reports throughout all project phases

Classification Project Tasks

5. Occupational familiarization by review of City's current class specifications and compensation plans
6. Organizational familiarization by review of City organization charts, budgets, and annual reports
7. Job Analysis Questionnaire (JAQ) customized for gathering City employee occupation data
8. Meetings to distribute and explain the JAQ and the project for all City officials and employees
9. Worksite job desk audits / field observations with representatives of each class *(100 included)*
10. Determination of job classification and FLSA Exempt / Non-Exempt designation for each position
11. Recommended title modifications and reclassifications for consideration by department heads
12. Review of position classification recommendations with City's project staff and respective departments
13. Preparation of updated class specs for each City job classification *(est. 100, only bill what we write)*

Custom and Comprehensive Market Compensation Surveys

14. Identification of City's competitive employment areas for compensation surveys, for City approval
15. Identification of City occupations to utilize as survey benchmark job classifications
16. Solicitation of comparator employers and agencies for participation in external compensation surveys
17. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
18. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
19. Computation of extent City's compensation offerings vary from external prevailing rates and practices
20. Review of competitiveness analysis with Human Resources, City Officials and City's project designees

Compensation Plan Development

21. Construction of optional salary range structures for review and selection by City's project leaders
22. Assignment of job classes to salary ranges by internal equity and external competitiveness
23. Assistance with City Council identification of desired, affordable salary competitiveness policy
24. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
25. Review and critique of draft salary and implementation plans with Human Resources, project leaders

Communication of Results and Implementation Strategies

26. Preparation and presentation of final project reports for the City Council, staff, and City Officials
27. Development of a plan for the implementation of City's updated classification and compensation plan
28. Uploading of **EZ COMP™** program files on a Human Resources Department computer, staff training
29. Development and provision of process for ongoing plan maintenance and subsequent plan updates
30. Assistance with communicating the City's updated plans for all City officials and employees

PROJECT APPROACH AND METHODOLOGY

Following is our overall work plan and approach to achieving the City's objectives for the conduct of a classification and compensation study.

A. OBJECTIVES OF THE PROJECT

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- | | |
|----------------------------------|---|
| - Internally equitable | - Financially responsible |
| - Externally competitive | - Efficiently administered |
| - Readily understood | - Inclusive of employee input |
| - Easily updated & maintained | - Reflective of City's values |
| - Legally compliant & defensible | - Reflective of prevailing "best practices" |

B. SCOPE OF THE PROJECT

The project could include: a management and employee communication plan; partnership with the City's Human Resources staff, City Manager, Council, and project designee(s); occupational, organizational, and operational familiarization; Job Analysis Questionnaire (JAQ) and job analysis for all classifications; worksite job information interviews; position classification and job title recommendations for all employees and classifications; FLSA designations; updated classification specifications; **EZ COMP™**; internal equity and external competitiveness evaluation; salary and benefits compensation survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated classification and compensation plan and classification and compensation plan implementation support for all included employees in all job classifications.

C. PROJECT METHODOLOGY

1. Quality Assurance

To ensure a high quality project, we have built in several layers of procedural and statistical controls, in addition to those already in **EZ COMP™**. Internally, we follow a prescribed series of steps in each project phase, which are reviewed by our Project Director. We request that the Human Resources and City's Project Manager(s) review our work to minimize the chance of errors and to ensure that it reflects the City's organizational values.

2. Project Planning Meetings and Communication Plan Development

We will consult with the Human Resources Director and City Officials or representatives on a communication strategy, plan, and materials, beginning prior to the project and extending to the post-project information meetings. We plan to conduct group pre-project meetings for all City officials and employees where we will discuss the project's scope, answer questions, and distribute and explain the Position Analysis Questionnaire.

D. POSITION CLASSIFICATION ANALYSIS

1. Review of Essential Tasks – Job Analysis Questionnaire

We will review and analyze the current essential tasks, duties and responsibilities, and minimum qualifications of each included position through the Position Analysis Questionnaire (JAQ) to be completed by each employee (or group of employees with identical jobs) in print or electronic format. If the information on the JAQ does not clearly delineate the position's scope of responsibilities, we may return the JAQ to the position's incumbent for additional information, or focus on the data gap during a worksite job information interview.

2. Employee Worksite Job Information Interviews (100 included)

We can conduct a worksite job information interview with a representative incumbent of every job classification. The purpose of these interviews is to verify the data on the JAQ, obtain additional insight into the scope and complexity of the job duties, observe technical processes and working conditions, and to provide employees with an additional method of participation in the project. This process also ensures that we make all internal and external comparisons on the basis of **actual job content** and not merely job title.

3. FLSA Status Determination

We will review the essential tasks and minimum qualifications of each of the City's job classifications and subject them to the Fair Labor Standards Act tests to determine their exempt or non-exempt status.

4. Position Classification

Each of the City's positions will be analyzed and evaluated to determine their primary characteristics, including:

- Is there a current City occupational job group comprised of job classes with essential functions similar to the subject position; if so:
- To which of the group's job classes, and at what level, are the subject position's essential functions similar to the subject position, and if so:
- Are they sufficiently comparable (+/- 20% guideline) to be allocated to that job class, utilize the same job title, require the same minimum qualifications, and be assigned to the same salary range.
- If the City does not currently have a sufficiently comparable job class, what should be the subject position's occupational job class and title, and:
- What should the recommended occupational classification action be, No Change (N), Title Change (T), Merge With Other Job Class (M), New Job Class (J).
- We may find that a job class is overly broad and encompasses several job activities which are regarded with significant salary difference in the marketplace. In such an instance, we will recommend "splitting" the job class into the current job class and a new job class which encompasses the different job activities.

5. Updated Classification Specifications (100 included)

We can prepare an updated class specification in the City's standard or other selected format for each occupational job class. Focus will be on the Essential Functions and Minimum Qualifications. The specifications or descriptions may include (not limited to) the following components:

Job Title – Definition	Education, Training and Experience	Physical Requirements
Distinguishing Characteristics	Licenses and Certifications	Non-Essential Functions
Essential Functions	FLSA Exempt/Non-Exempt Status	Mental Requirements
Desired Knowledge and Skills	Supervision Exercise/Received	Working Conditions

6. Draft Classification Plan Review with Human Resources and Department Heads

We will conduct a review of our initial position classification recommendations and draft job descriptions with the City's Project Team and respective department heads to identify possible errors, obtain feedback, and solicit suggestions for clarification.

7. Various Approaches to Ensure Internal Equity

If desired, and for precision in job class analyses, and subsequent salary range determinations, we may utilize one of several job evaluation systems widely in use, including the Hay Method, Decision Band Method (DBM), and the **Factor Evaluation System (FES)**. **FES** is the most extensively validated and commonly utilized quantitative job evaluation system for public sector occupations, consisting of the following flexible compensable factors.

Knowledge Required	Personal Contacts	Complexity
Supervisory Controls	Scope and Effect	Work Environment
Guidelines Provided	Supervision Exercised	Physical Demands

The job class hierarchy based on job points will reflect the City's relative internal job worth values. The City's annual salary competitiveness policy will be translated into a mathematical formula which, when combined with the job points of each City job class, will determine the proper salary range for each job class and position. This balances internal equity (job points relationships) with external competitiveness (market relationship formula).

- a. **Optional Approach A – FES System** – We will train a task force of representative City employees in the adaptation of the **FES** point-factor job content evaluation system to the City's job worth values, guide them in the evaluation of a structured benchmark of job classes, conduct QC reviews, and evaluate the remaining job classes within the relative job worth structure established by the task force. We can provide the City with manual or automated versions of this system.
- b. **Optional Approach B – Custom Designed System for the City** – We will train and guide a task force of representative City employees in the design of a point-factor system of job content evaluation total reflecting the City's relative job worth values, and proceed as in Approach A. We can provide the City with an automated version of the system once it has been developed with the task force.

E. SURVEY AND COMPENSATION ANALYSIS

1. City Involvement in Compensation Plan Development

We will obtain policy direction from the City Council, Human Resources staff, and/or City Officials on the following key components of the salary plan development process:

- Comparator Employer Selection
- Benchmark Job Class Selection
- Compensation Competitiveness Policy
- Salary Structure Selection
- Job Evaluation Method-Salary Plan Linkage
- Draft Compensation Plan Review / Critique
- Total Compensation Points for Analysis
- Project Implementation Plan

2. Comprehensive Compensation Survey

We do not subscribe to or recommend the use of databases or data warehouses used or hosted by other firms! We will collect the complete pay plans from each of the City's comparators and build a custom survey database to ensure accuracy and completeness, unique to the City's job classifications.

- a. **Data Collection Protocol** will be developed in consultation with the City's project leaders to determine which salary data elements to include, such as:

Base Salary Information

- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- Method of salary administration – longevity, performance, or skill

Additional Compensation Information (to be finalized with City representatives)

- City-supported benefits such as health insurance, pension contributions
- Supplemental pay items for special qualifications/certifications
- Individual or group incentive plans, bonus, awards, stipends
- Any additional add-pay or benefits items at City's direction

- b. **Benchmark Job Selection** will be made by identifying City job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.

- c. **Comparator Employers Identification** will be made in consultation with the City's Project Manager(s) or City Council. Criteria include their degree of competition to the City in obtaining and retaining high quality staff, their location in the City's traditional recruitment areas, and their organizational size and complexity.

- d. **Compensation Data Collection** will be made by one or more of the following methods.

- Pre-survey contact with the selected comparator employers to solicit participation in the City's compensation survey(s)
- Extraction from the pay plans of designated public employers.
- Customized salary and total compensation and benefits survey requests for local governments and other public employers, distributed by mail, fax, and e-mail.
- As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, APTA (transit), etc.

- e. **Data Quality Control** includes editing data for accuracy and proper matching to the City's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

3. Prevailing Rates Calculation

We will consolidate the compensation data from all sources, enter the information into the **EZ COMP™** program, and compute the prevailing rates, inclusive of cost of living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the City's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

4. Compensation Competitiveness Comparison

We will provide the City with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that the City's offerings vary from the prevailing rates and practices of other relevant employers.

5. Compensation Competitiveness Policy

We will assist the City to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

6. Salary Plan Structure Development

We will review the City's current wage plans and **1)** utilize the City's current wage plan structures to identify internally equitable and externally competitive salary ranges for each City job class or **2)** prepare alternative salary range structures and schedules for the City to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements
- Remuneration for required special licenses, certifications and registrations
- Linkage of performance evaluations to performance increase opportunities

7. Salary Range Assignment Development

We will assign each job classification to a salary range in the City's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class

8. Implementation Plan Development

We will consult with the Human Resources and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, impact on budget processes, and estimates of required financial resources.

F. ENSURING THE CITY'S SELF-SUFFICIENCY

The City will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

1. Procedure Manuals

- *PSPC Position Classification Procedure Guide*
- *PSPC Salary Administration Procedure Guide*
- *City of Montebello **EZ COMP**™ Procedure Guide*

2. Training Workshop – for City staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

3. Electronic Class Specification Library – we can provide the City with all updated classification specifications in hard copy and electronic library format for internal maintenance.

4. EZ COMP™ – program and project files on one of the City's computers, a custom user's manual, and system training for key City and Human Resources staff.

5. Initial Year's Implementation Warranty Support – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, **at no cost to the City** for one year.

G. EXTENSIVE EMPLOYEE INCLUSION AND COMMUNICATION

Very important factors for successful implementation of new or updated classification and compensation plans are **1)** extensive employee inclusion, and **2)** extensive employee communication. City officials and employees will participate in one or more of the following activities:

- Attending pre-project briefings and question and answer sessions
- Completing a Position Analysis Questionnaire (JAQ) describing their position
- Elaborating on their jobs in individual or group job information interviews
- Requesting a second review of their position's occupational job classification
- Receiving information pamphlet/booklet describing the updated salary plan

H. MINIMAL CITY SUPPORT REQUIRED

We are completely self-sufficient in projects of this nature and do not require any substantive staff support from the City other than payroll data, and arrangements for group and individual meetings and interviews. We appreciate, but do not require, any office space, telephone, clerical assistance, computers, or office equipment. We will provide all data entry, data processing, duplicating, and related report preparation functions.

I. REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

We will provide the City's project leader(s) with a draft of our report for review and critique, including the classification plan, compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the City's updated position classification and compensation plans.

2. Final Report Presentations

We will conduct a workshop or formal presentation of our final report and recommendations to the Human Resources staff, City Officials, and employees.

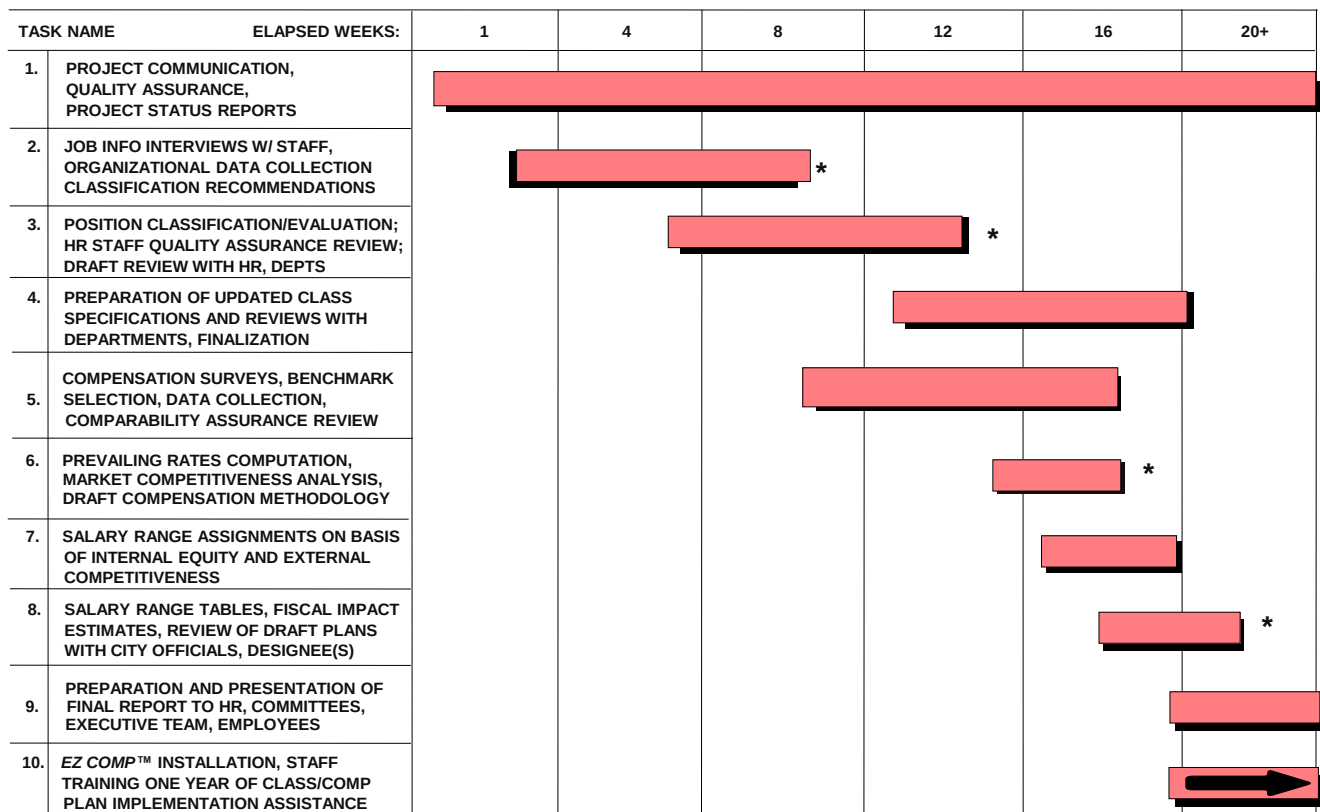
3. EZ COMP™ Program Installation

We will install our **EZ COMP™** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

4. Implementation Warranty

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, **at no cost to the City** for one year.

ESTIMATED PROJECT ELAPSED TIME CHART



* Progress reviews with the City

**PROPOSAL TO CONDUCT A CITYWIDE
CLASSIFICATION AND TOTAL COMPENSATION STUDY
FOR THE CITY OF MONTEBELLO**

CLIENT REFERENCES

PUBLIC SECTOR PERSONNEL CONSULTANTS

REPRESENTATIVE PROJECT REFERENCES

Following is a listing of agencies which are representative of more than 1,100 employers, for whom members of our firm have services similar to those requested by the City.

WESTLAKE VILLAGE, CITY OF, CA

Ms. Audrey Brown, Assistant City Manager
31200 Oak Crest Drive
Westlake Village, CA 91361
(818) 706-1613
audrey@wlv.org

FY 2018 Class and Comp Study

SAN JUAN CAPISTRANO, CITY OF, CA

Mr. Sam Penrod, HR / Risk Manager
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
(949) 234-4565
SPenrod@sanjuancapistrano.org

Classification and FY 2017 Compensation Study

SCOTTSDALE, CITY OF, AZ

Ms. Donna Brown, HR Director
9191 E. San Salvador Drive
Scottsdale, AZ 85258
(480) 312-2615
DBrown@scottsdaleaz.gov

FY 2018 Class and Compensation Study

SALINAS, CITY OF, CA

Mr. Jim Pia, Assistant City Manager
200 Lincoln Avenue
Salinas, CA 93901
(831) 758-7201
jimp@ci.salinas.ca.us

FY 2018 Classification Study
FY 2016 Total Compensation Study

WOODLANDS TOWNSHIP, TX

Ms. Susan Welbes, HR Director
2801 Technology Forest Blvd.
Woodlands, TX 77381
(281) 201-3800
swelbes@thewoodlandstowship-tx.gov

FY 2020 Compensation Study

FRISCO, CITY OF, TX

Ms. Lauren Safranek, HR Director
6101 Frisco Square Boulevard
Frisco, TX 75034
(972) 292-5210
lsafranek@friscotexas.gov

FY 2017 Salary and Benefits Survey and Pay Plan
2014 Surveys; Annual Salary Survey Update Support;
Position Classification and FY 2002 Salary Plan

**PROPOSAL TO CONDUCT A CITYWIDE
CLASSIFICATION AND TOTAL COMPENSATION STUDY
FOR THE CITY OF MONTEBELLO**

FEE PROPOSAL

PUBLIC SECTOR PERSONNEL CONSULTANTS

PROJECT RATES BY MAJOR TASK

A. PROJECT COST ESTIMATE

We estimate that the project's total cost, including all fees for professional services and reimbursement for out-of-pocket expenses, ***will not exceed*** the indicated amounts.

Major Project Components – Classification Study*

- Planning Meetings, Kick Off, Communication	\$ 5,000
- Job Information Interviews / Desk Audits (100 included)	\$ 10,000
- Position Classification, Job Titling, FLSA	\$ 5,000
- Updated Job Descriptions/Class Specifications (100 included)	<u>\$ 10,000</u>
Classification Study:	\$ 30,000

Major Project Components – Compensation Study

- Total Compensation Survey	\$ 30,000
- Pay Plan Modeling, Implementation Options and Costing	\$ 7,500
- Reporting and Presentations	<u>\$ 2,500</u>
Compensation Study:	\$ 40,000
Total Not To Exceed:	\$70,000

B. FLEXIBLE WORK PLAN, NEGOTIABLE TOTAL COST, TERMS

Our work plan is flexible and total project cost negotiable, and we will discuss, modify, add or delete, any work task to increase the project's responsiveness to the City's needs and financial resources. We will provide the City with monthly invoices for the professional services provided and out-of-pocket expenses incurred during the month. We request that the City pay the invoices within thirty (30) days of their receipt.

C. ESTIMATED TIMELINES

We estimate that the project can be completed within 120 days of initial project planning; preparation of class specifications occasionally takes additional time.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVAL OF FINANCING TEAM, GOLF COURSE AND PUBLIC FACILITIES IMPROVEMENTS**

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council authorize staff to engage a financing team composed of Urban Futures (Municipal Advisor), Cabrera Capital Markets (Underwriter), Quint & Thimmig (Disclosure Counsel) and Stradling Yocca Carlson & Rauth (Bond Counsel) for the purposes of developing a funding plan for City owned golf facility improvements.

BACKGROUND

To facilitate City owned golf facility improvements and a cost-effective operation, City staff with the support of an experienced public finance team is requesting authorization to explore funding options to upgrade and modernize the City-owned Montebello Golf Course. As envisioned, the proposed project would replace and modernize the existing golf driving range located within the Montebello Golf Course.

Specifically, the proposed improvements would include the following:

- Construction of a multifaceted enhanced driving range complex within the existing and larger 118-acre Montebello Golf Course located at 988 Via San Clemente located in the northern portion of the golf course within an 18-acre area;
- Construction of a new three level indoor driving range building with approximately 102 hitting bays consisting of approximately 68,000 square feet of floor area. The proposed driving range complex building would include, among other things, various eating and drinking establishments;
- Installation of new netting and poles, high definition digital screens that would be oriented towards the driving range suites;
- Construction of a new surface parking area with 450 to 500 parking spaces;
- Construction of a new miniature golf operation; and

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 12, 2020
**APPROVAL OF FINANCING TEAM, GOLF COURSE AND PUBLIC FACILITIES
IMPROVEMENTS**

Page 2 of 3

- Construction of new outdoor seating, patio, and dining areas. Access to the site would be provided by the northwestern corner of the intersection located along Garfield Avenue and San Clemente.

Should a funding plan come to fruition, the proposed project would allow the City to enhance the existing golf course to accommodate the changing need of the golfing community, while also increasing revenues that would immediately benefit the City.

Financing Team

Urban Futures (Financial Advisor) - The firm has been providing municipal advisory (MA) services since 1972 with recent experience in financings for the Cities of Pasadena, Azusa, Monrovia, Pico Rivera, Commerce and Pomona. The proposed team's principal staff is managed directly by the firm's CEO, Mr. Michael Busch. Mr. Busch will be the lead MA assigned to this engagement. Staff estimates fees for issues to be in the \$60,000 to \$75,000 range.

Cabrera Capital Markets (Underwriter) - The firm has more than 20 years of public finance experience and has expanded its practice to municipal financing to assist local municipalities. This firm has been the lead underwriting consultant for many of Montebello's current debt issues and are therefore, very knowledgeable about Montebello and its debt portfolio (most recently the issue of \$153 million in Pension Obligation Bonds). Having Cabrera Capital as part of the financing team would provide continuity and provide historical knowledge of the debt portfolio and the City's credit. City staff will work with the proposed municipal advisor to negotiate underwriting fees should a bond financing plan come to fruition.

Quint & Thimmig (Disclosure Counsel) - Quint & Thimmig LLP was established in March of 1997, by Mr. Brian Quint and Mr. Paul Thimmig, two of the leading bond attorneys in California. The firm's practice is limited exclusively to the area of municipal finance, including taxable and tax-exempt issues for local government entities. Mr. Brian Quint will be the lead for this engagement. Mr. Quint has previously served as Disclosure Counsel on recent financings benefitting the City including the Hilton Garden Inn (Series 2019A) and transportation sales tax financing for street improvements (Paving the Way Program, Series 2019ABC). Staff estimates fees for issues to be \$30,000 to \$50,000 per issue for Disclosure Counsel.

Stradling Yocca Carlson & Ruth (Bond Counsel) – The firm was formed in 1975 and has grown to be one of the largest public finance law firms in the State, with offices in San Francisco, Sacramento, Orange County, Santa Barbara, Santa Monica, San Diego, Seattle, Washington, Denver and Reno. Thirty-one members of the Firm practice in the areas of public finance and general public law. The Firm has been involved in nearly every type of financing undertaken by public agencies and has helped to develop several of the structures which are widely used throughout the country. Staff estimates fees for issues to be \$75,000 per issue for Bond Counsel.

CITY COUNCIL AGENDA REPORT – MEETING OF AUGUST 12, 2020
**APPROVAL OF FINANCING TEAM, GOLF COURSE AND PUBLIC FACILITIES
IMPROVEMENTS**

Page 3 of 3

FISCAL IMPACTS

The proposed financing structure once developed will be presented to the City Council for consideration. At this stage in the analysis of funding options, there are no fiscal impacts to report. Should the golf course improvement project move forward, additional action by the City Council will be required. Updated cost estimates will be prepared and presented to the City Council at subsequent meetings.

SUMMARY

Staff recommends that the City Council confirm appointment of the financing team for exploration of financing opportunities for facility improvements as outlined above. It is understood that no bonds will be issued without additional City Council review and explicit approval and that all fees associated with bond financing are contingent upon the successful sale of the bonds.

ATTACHMENTS

None.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

SUBJECT: COVID CARES – FOOD AND ESSENTIAL ITEMS INSECURITY GRANTS

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Memoranda of Understanding (MOU) with non-profit agencies that serve Montebello that provide COVID relief services related to food and essential items insecurity, in a total not-to-exceed amount of \$40,000; and
- 2) Authorize the amount of \$40,000 for COVID relief services and amend the Fiscal Year 2020-21 budget by increasing appropriations by \$40,000 in Account No. 100-99-998-6040.95(General Fund, COVID-19 Response, Other Professional Services) and;
- 3) Take such additional, related action that may be desirable.

BACKGROUND

On March 27, 2020 Congress approved and signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act provides relief funding to prevent, prepare for, and respond to the COVID-19 pandemic. The City will receive a total of \$784,586 in funding that can be used for a variety of pandemic related expenses (the City has already received the first installment of \$130,000).

For example, these funds can be used for: staff COVID testing (exposed while at work), employee personal protective equipment (PPE), cleaning facilities/supplies, technology upgrades (including City Hall Council Chambers, digital records for plan/permit check, upgrading of remote storage capacities and software), health order compliance and mitigation programs that serve severely impacted populations in the community by providing for food and essential consumable products.

ANALYSIS

Since March many of the City's local non-profits have provided food and essentials distributions on an on-going basis to Montebello residents, and in some cases to those in need from the surrounding communities. Canned, frozen and pre-packaged food have been distributed in addition to essential consumables that include toilet paper, disposable gloves, disposable masks, sanitizers, paper goods and diapers. The City has partnered with other regional non-profits and Los Angeles County agencies for food distributions held at City facilities.

In response to the various charitable organizations that have routinely provided food and essential item distributions to our residents, the City Council directed Staff to find sources of funding to assist. At the last regular City Council meeting, the City Council requested that \$40,000 be appropriated to fund non-profit organizations that serve Montebello to continue to provide food and essential items distribution during this pandemic.

Historically the City has funded some of the proposed Montebello based non-profit organizations utilizing federal Community Development Block Grants (CDBG) that require extensive registration and tracking procedures. The City has funded the Hearts of Compassion and the YMCA with CDBG funds in prior years as part of the CDBG grant process. During this pandemic, Hearts of Compassion has continued to routinely provide generous donations to local food banks and the City senior food distribution program, to name a few.

The City recognizes that during this time of uncertainty and great need, that the restrictions imposed by CDBG are not feasible at this time. Many of these non-profits depend primarily on grants and donations to offset the costs of their direct service. In lieu of funding these organizations with CDBG funds, staff is recommending using a portion of the City's \$784,586 in CARES funding. To ensure that the funds will be used for direct community benefit (purchase of food and essential items) staff is recommending that each organization enter into a MOU that defines the scope and amount, to be prepared and approved as to form by the City Attorney.

Staff is recommending the following funding levels:

- Hearts of Compassion - \$ 20,000
- Mexican American Opportunity Foundation - \$10,000
- YMCA – Grab & Go Program - \$7,000
- City Senior and Community Food Insecurity Distribution - \$3,000

FISCAL IMPACT

Authorize the amount of \$40,000 for COVID relief services and amend the Fiscal Year 2020-21 budget by increasing appropriations by \$40,000 in Account No. 100-99-998-6040.95 (General Fund, COVID-19 Response, Other Professional Services). These services are one of the many eligible uses of the supplemental CARES Act funding the City will receive by December, 2020. The first installment of the \$784,586 in total funding has been received (approximately \$130,000).

SUMMARY

Authorize the City Manager to enter into Memoranda of Understanding (MOU) agreements with the recommended non-profit agencies that serve Montebello that provide COVID relief services related to food and essential items insecurity, in a total not-to-exceed amount of \$40,000.

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

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Irma Barajas, City Clerk

SUBJECT: ADOPT A RESOLUTION AND THE RECORDS RETENTION SCHEDULES

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt a Resolution and Records Retention Schedules, thereby rescinding Resolution No. 9755; and
- 2) Authorize the City Manager to enter into an agreement with a secure records/document destruction vendor for an annual not-to-exceed \$50,000 amount; and
- 3) Amend the Fiscal Year 2020-21 adopted budget in the amounts of \$50,000 for a records destruction vendor and \$30,000 for onsite secure storage establishment by increasing appropriations by \$80,000 in Account No. 100-20-200-6040.95 (Administration, Other Contract Service - Professional Services).

BACKGROUND

In 1974 the City of Montebello adopted Resolution No. 9755 thereby establishing a Records Management Program. Over the course of over 45 years, changes have occurred in the federal and state government code as it relates to retention of government documents.

For the past four decades, thousands of boxes have been accumulated in a haphazard manner in the City Hall basement. The storage areas in City Hall are not properly secured, weathered appropriately nor adequately sectioned off by Department. Currently the city pays \$7,000 per month for offsite long-term document storage. To meet current compliance standards, the City contracted the services of Gladwell Governmental Services, Inc., an expert in local government records, to upgrade our records management program, including developing records retention schedules.

Gladwell met with each Department Director to discuss their program types, function and operation to establish Department specific retention schedules. The retention schedules were prepared interactively with representatives from all Departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of vital and important Montebello records.

DISCUSSION

Retention schedules provide a detailed schedule that include which Department is responsible for the record (Office of Record), Retention Number as it relates to the type of record (Retention No.), Records Description (identifies types of records within the type of record classification), total retention (amount of time that is required to retain record) among other reference requirements. The existing program does not include a detailed retention schedule and adoption of this revised Records Management Program will eliminate duplication of effort, improve retrieval of documents, increase efficiency and take advantage of current technology and ensure compliance with government codes.

The retention periods are in compliance with all laws and are standard business practice for California cities. This process identifies which department is responsible for maintaining the original record. By establishing clear retention periods for different categories of records, Montebello will realize significant savings in labor and storage costs, in addition to the realization of operational efficiencies.

It is now standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, which is provided in Section 2 of the Resolution. It is also now standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 3. This will reduce costs and improve efficiency for the City.

Given the extreme volume of records currently retained by the City, it is necessary to solicit a document destruction vendor who will retrieve boxes and destroy them in accordance with applicable methods and the updated retention schedules. Last, the City Hall basement currently serves as the City's long term storage and funds are required to add fire rated walls, file racks, secure cages and other related improvements to reduce moisture in the dedicated areas for proper storage of records and documents, per the updated retention schedules.

FISCAL IMPACT

City Council is also being asked to amend the FY 2020-21 adopted budget by increasing appropriations by \$80,000. The budget amendment will increase appropriations in the General Fund, Administration budget, Account No. 100-20-200-6040.95, Other Professional Services.

ATTACHMENTS:

- 1) Resolution
- 2) Records Retention Schedules:
 - City Wide Standards
 - Police
 - Fire
 - Transit
 - Recreation
 - Finance
 - Human Resources/Information Technology
 - Public Works
 - Planning & Community Development

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING RECORDS RETENTION
SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS
AND RESCINDING RESOLUTION NO. 9755**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Montebello; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the State of California has adopted guidelines for retention period for various government records; and

WHEREAS, the City Council of the City of Montebello previously adopted Resolution 9755.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Resolution No 9755 is hereby rescinded.

SECTION 2. The records of the City of Montebello, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Montebello.

SECTION 3. Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

SECTION 4. The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CITY-WIDE (Used by All Departments)								
Lead Dept.	CW-001	Accident Reports / Incident Reports from the Public (No Claim Filed)	2 years		Mag, Ppr			GC §34090
Lead Dept.	CW-002	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept.	CW-003	Agreements & Contracts: ADMINISTRATIVE FILES (with Grant Funding) (Correspondence, Insurance Certificates, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., 2 CFR 200.333; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	CW-004	Agreements & Contracts: ADMINISTRATIVE FILES (Correspondence, Insurance Certificates, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090

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<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
	CW-005	Boards, Commissions, & Committees: External Organizations - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required		Mag, Ppr			Non-records
Staffing Dept.	CW-006	Committees: Ad Hoc Committees, Task Forces, Employee Staff Meetings / Department Staff Meetings Agendas, Minutes, Staff Reports, etc.	2 years		Mag, Ppr			GC §34090 et seq.
Lead (Responding) Dept.	CW-007	Complaints / Concerns from Citizens	Minimum 2 years		Mag, Ppr			City preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Dept.	CW-008	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §34090.7
Dept. that Authors Document or Receives the City's Original Document	CW-009	Correspondence - ROUTINE (Content relates in a substantive way to the conduct of the public's business) (e.g. Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.)	2 years		Mag, Ppr			GC §34090

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the City's Original Document	CW-010	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda NOT retained in the ordinary course of business Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are filed and retained based upon their CONTENT . Records, e-mails, electronic records, or social media postings where the Content relates in a substantive way to the conduct of the public's business, or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by printing them out and placing in a file folder, or saving them electronically in a folder outside the e-mail system; If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §6252; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	CW-011	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 6252, 6254(a)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-012	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	Yes	Mag			The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept.	CW-013	Grants (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Lead Dept.	CW-014	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		Mag, Ppr			GC §34090
Lead Dept.	CW-015	Material Safety Data Sheet (MSDS) / Safety Data Sheet (SDS) Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-016	Newspaper Clippings	When No Longer Required		Ppr			Non-records - may be obtained from the newspaper company; GC §34090
Human Resources	CW-017	Personnel Files (Department-level Files)	Separation + 6 years	Before Separation	Mag, Ppr			Ensure records kept in Department files comply with City policy (all originals are sent to Human Resources); GC §34090.7
Lead Dept.	CW-018	Personnel Files (Supervisor's Notes)	Shred After Incorporation into Performance Evaluation or Documented Discipline	Before Annual Evaluation	Mag, Ppr			Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	CW-019	Photographs	When No Longer Required		Mag, Ppr			Preliminary Drafts; destroy unnecessary photographs. GC §§34090, 6252, 6254(a)
Lead Dept.	CW-020	Public Relations / Press Releases	2 years		Mag, Ppr			GC §34090
Lead Dept. (Who Ordered the Appraisal)	CW-021	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		Mag, Ppr			Not accessible to the public; Statewide Guidelines show 2 years; GC §§34090, 6254(h)
Lead Dept. (Who Ordered the Appraisal)	CW-022	Real Estate Appraisal Reports: Purchased Property, Funded Loans	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.333; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
	CW-023	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Ppr			Non-Records
Lead Dept.	CW-024	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by YOUR Department	Minimum 2 years		Mag, Ppr			Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Lead Dept.	CW-025	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc: Produced by OTHER Departments	When Superseded		Mag, Ppr			Copies; GC §34090.7
Lead Dept.	CW-026	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After 10 years	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-027	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Ppr			Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §34090
Lead Dept.	CW-028	Safety Meetings (all)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Lead Dept.	CW-029	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090 et seq.

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<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	CW-030	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Ppr			GC §34090
Lead Dept.	CW-031	Training - ALL COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics & Safety Training & Tailgates)	5 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b)

RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
POLICE ADMINISTRATION / POLICE CHIEF								
Police / Admin.	PD-001	Alarm Billing	5 years		Mag, Ppr			Department preference; meets municipal government auditing standards; GC §34090
Finance	PD-002	Billing for Damage to City Property (DUI, etc.) / Accounts Receivable / Booking Fees	Copies - When No Longer Required	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Copies; GC §34090.7
Police / Admin.	PD-003	Carry Concealed Weapon Permits (CCW) - Retired Employees	Expiration + 5 years		Mag, Ppr			Department preference; GC §34090
Police / Admin.	PD-004	Internal Affairs Investigations / Complaints: All	Final Disposition + 5 years		Mag, Ppr			State requires for at least 5 years for civilian complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
Police / Admin.	PD-005	LiveScan Applications / Fingerprint Applications	2 years		Mag, Ppr			GC§ 34090 et seq.
Human Resources & Police / Admin.	PD-006	Personnel Files - Employees	Separation + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; 29 USC 1113
Police / Admin.	PD-007	Policies & Procedures / Operation Directives / General Orders (Department Policies and Procedures)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After superseded	Department Preference; GC § 34090 et seq.
Police / Admin.	PD-008	Report of data regarding the number, type, or disposition of complaints made against its officers (optional)	2 years		Mag, Ppr			GC §34090 et seq.

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Police / Admin.	PD-009	Reports and Studies - Historical	P		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC § 34090 et seq.
Police / Admin.	PD-010	Reports and Studies regarding Police operations (not historical - manpower, consolidation, etc.)	When No Longer Required - Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.
Police / Admin.	PD-011	Use of Force Supervisory Reviews	5 years		Mag, Ppr			Department Preference; GC §§12946, 34090, PC §§801.5, 803(c), 832.5, VC §2547
CAD / DISPATCH								
Police / Commun.	PD-012	Audio Recordings or Tapes - (CAD/RMS) Recordings of Telephone & Radio Communications Dispatch Tapes (CAD)	2 years		Mag			Department Preference; Statewide guidelines propose 180 days (legally mandated for 100 days); (may be discoverable or made public in some circumstances), GC §§34090, 34090.6
FLEET (POLICE ONLY)								
Police / Fleet	PD-013	Inspections or Audits by the DMV & CHP	5 years		Mag, Ppr			Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Police / Fleet	PD-014	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(3)
Police / Fleet	PD-015	Tire Disposal / Waste Manifests	3 years		Mag, Ppr			14 CCR 18459.3; GC §34090
Police / Fleet	PD-016	Used Oil Disposal Manifests	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Police / Fleet	PD-017	Vehicle & Equipment History Files Maintenance, Smog Certificates, Registrations, Inspections, Testing of Push-out Windows, Emergency Doors, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
INVESTIGATIVE SERVICES / DETECTIVE BUREAU								

RECORDS RETENTION SCHEDULE: POLICE

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Police / Investig. Services	PD-018	Business Permits (Regulatory) - TECHNICIANS: Massage Technicians	Expiration + 2 years		Mag, Ppr			GC §34090
Police / Investig. Services	PD-019	Business Permits Background Files (Regulatory) - BUSINESS OWNER: Massage Establishments, Pawn Shops, Thrift Stores, etc.	Termination of Business + 2 years		Mag, Ppr			GC §34090
Police / Investig. Services	PD-020	Criminal Intelligence Files Confidential informant information & activities	Last Entry + 5 years		Mag, Ppr			Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Investig. Services	PD-021	Detectives Investigation Files and Arrest Files (Notes)	When No Longer Required		Ppr, Mag			GC §34090 et seq.
Police / Investig. Services	PD-022	Detectives Investigation Files and Arrest Files (Official Reports)	Transferred into Record's Crime Report Files		Ppr, Mag			Transfer all Official Reports to Records to be placed in the Crime Report Files.
Police / Investig. Services	PD-023	Field Investigation Cards (FIs)	After Entry into RMS		Mag, Ppr			Preliminary documents; GC §34090 et seq.
Police / Investig. Services	PD-024	Forfeiture Notification	2 years		Mag, Ppr			GC §34090

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<i>HOLDS: Litigation, claims, complaints, audits, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Police / Investig. Services	PD-025	Gang Files	When No Longer Required - Minimum 2 years		Ppr, Mag			Department Preference; GC §34090 et seq.
Police / Investig. Services	PD-026	Guns: Dealers Record of Sale (DROS)	2 years		Mag, Ppr			GC §34090
Police / Investig. Services	PD-027	Informant Files	When No Longer Required - Minimum 2 years		Ppr, Mag			Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
JAIL								
Police / Jail	PD-028	Jail In-Custody Rosters	2 years		Mag, Ppr			GC §34090
Police / Jail	PD-029	Jail Video Recordings (Jail surveillance, security)	1 year		Mag			GC §34090.6(a)
Police / Jail	PD-030	Logs & Inspections: Activity, Custody Logs & Lists, Daily Counts, Daily Food Services, Freezer Temperature Forms, Goof Inspection, Kitchen Utensil Inventory, Handcuff Log, Tool Log, Jail incident Lob, Drain Flush Log, Jail Key Log, Shift Change Checklist, Duress Alarm Log, Safety & Sobering Cell Logs, Secure Juvenile Logs, Security Checks, Visitor Logs	2 years		Mag, Ppr			GC §34090
Police / Jail	PD-031	Medical Screen Forms, Sheets	2 years		Mag, Ppr			GC §34090

RECORDS RETENTION SCHEDULE: POLICE

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Police / Jail	PD-032	Monthly Counts, Official Counts	2 years		Mag, Ppr			GC §34090
Police / Jail	PD-033	Outside Agencies Pre-booking Forms	2 years		Mag, Ppr			GC §34090
Police / Patrol	PD-034	PAS / POS Device Calibration Logs	2 years		Mag, Ppr			GC §34090 et seq.
Police / Jail	PD-035	PREA (Prison Rape Elimination Act) Report	2 years		Mag, Ppr			GC §34090
Police / Jail	PD-036	Property Sheets	2 years		Mag, Ppr			GC §34090
PATROL								
Police / Patrol	PD-037	Officer Recordings: Body-Worn Cameras – LOGS of Access or Deletion of Data	P		Mag,			PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Patrol	PD-038	Officer Recordings: Body-Worn Cameras - that ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints	Follows retention for Evidence, Minimum 2 years		Mag,			PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Patrol	PD-039	Officer Recordings: Body-Worn Cameras - that are NOT evidence	1 year		Mag,			Department preference (law recommends 90 days); PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Patrol	PD-040	Officer Recordings: Mobile Audio/Video Recordings that are not evidence ("hip recorders", etc.)	1 year		Mag			Department preference; Recordings that become evidence are stored with evidence; consistent with Lexipol requirements; GC §34090.6(a)
Police / Patrol	PD-041	Traffic Control: Radar Calibration Records	Life of the Equipment		Mag, Ppr			Department preference; GC §34090 et seq.
Police / Patrol	PD-042	Traffic Control: Radar Trailer Surveys, etc.	When No Longer Required - Minimum 2 years		Mag, Ppr			GC §34090 et seq.

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Police / Patrol	PD-043	Vacation Checks / Patrol Requests	2 years		Mag, Ppr			GC §34090 et seq.
PROPERTY AND EVIDENCE								
Police / Property & Evidence	PD-044	Crime Report Photos	Follows the Retention of the Evidence		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC §34090
Police / Property & Evidence	PD-045	Gun and Narcotics Destruction Log (Documents related to)	Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Police / Property & Evidence	PD-046	Lost & Found Property (Documents related to)	2 years		Mag, Ppr			GC §34090
Police / Property & Evidence	PD-047	Property & Evidence Database	Indefinite		Mag, Ppr			Department Preference (data is interrelated); GC §34090
Police / Property & Evidence	PD-048	Property & Evidence Logs	2 years		Mag, Ppr			GC §34090
Police / Property & Evidence	PD-049	Property Auctions	2 years		Mag, Ppr			GC §34090
RECORDS								
Police / Records	PD-050	Citations (Parking, Traffic, Marijuana / Cannabis). Includes requests for dismissals, cancellations, and appeals.	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-051	Citation Log Books (#s / ranges) - Parking, Traffic	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-052	CRIME REPORTS: Lost Property: Firearms entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090

RECORDS RETENTION SCHEDULE: POLICE

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Police / Records	PD-053	CRIME REPORTS: ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), and those specifically mentioned in the schedule	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Records	PD-054	CRIME REPORTS: Except those specifically mentioned in the schedule	10 years	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Records	PD-055	CRIME REPORTS: Child Abuse or Neglect Investigation Reports - Unsubstantiated or Inconclusive	No Further Report on Suspected Abuser + 10 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	PC §§11169(c),11170(a)(3)
Police / Records	PD-056	CRIME REPORTS: Misdemeanor or Infraction - Adult Marijuana / Cannabis - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq.

RECORDS RETENTION SCHEDULE: POLICE

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<i>HOLDS: Litigation, claims, complaints, audits, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Police / Records	PD-057	CRIME REPORTS: Misdemeanor or Infraction - Juvenile Marijuana / Cannabis - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years or Juvenile 18 years old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Police / Records	PD-058	CRIME REPORTS: Missing Persons	P (If Returned, Follows the Retention for the Crime Report)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Department Preference; GC §34090
Police / Records	PD-059	CRIME REPORTS: Capital Crimes / Serious Felonies / Major Crimes / Sex Crimes - Capital Crimes (Crimes Subject to the Death Penalty), Sex Crimes (PC §288, 290)	P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Department Preference; No limitations on commencement of action; Courts keep permanently PC §§ 187, 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799
Police / Records	PD-060	CRIME REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)

RECORDS RETENTION SCHEDULE: POLICE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Police / Records	PD-061	CRIME REPORTS: Misdemeanor or Infraction Marijuana / Cannabis §11357(de) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Police / Records	PD-062	CRIME REPORTS / SEALED RECORDS: Sealed Juvenile and Ward Cases - Except those with Child Abuse or Severe Neglect, (Substantiated), outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After 1 year	Statute of Limitations runs up to age of majority + 8 years; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
Police / Records	PD-063	Hearings / Hearing Officer Determinations (Parking, Tows, etc.)	2 years		Mag, Ppr			GC §34090
Police / Records	PD-064	Logs (Watch Commander Logs, etc.)	1 year		Mag, Ppr			Department preference; preliminary drafts / transitory records which can be destroyed when no longer required; GC §34090 et seq.
Police / Records	PD-065	Order after Hearing (Restraining Order, Emergency Protective Orders (EPO), Temporary Restraining Order (TRO))	Expiration + 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090 et seq.
Police / Records	PD-066	Patrol Ride A-Long Waiver Form	2 years		Mag, Ppr			GC §34090 et seq.
Police / Records	PD-067	Pawn Slips	2 years		Mag, Ppr			Department Preference (Dealers are required to keep for 3 years); Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; B&P §21633; GC §34090
Police / Records	PD-068	Press Releases	2 years		Mag, Ppr			GC §34090

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Police / Records	PD-069	Records Destruction Lists / Certificates of Records Destruction - Police Records only (contains privileged information. Send final Certificate of Destruction to City Clerk.)	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Police / Records	PD-070	Registrants: Arson Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD-071	Registrants: Arson Registrations: Juveniles released from California Youth Authority	Age 25 or Sealing Date + 5 years		Mag, Ppr			Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD-072	Registrants: Narcotic Registrants	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
Police / Records	PD-073	Registrants: Sex Offender Registrations: Adults	P, or Death of Registrant		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Records	PD-074	Registrants: Sex Offender Registrations: Juveniles	P or Sealing Date + 5 years (or Court Order), or Death of Registrant		Mag, Ppr			Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Records	PD-075	RMS Database	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Police / Records	PD-076	Subpoenas (all)	2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §34090

RECORDS RETENTION SCHEDULE: POLICE

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Police / Records	PD-077	Traffic Collisions / Accident Reports	10 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference (Fatal collisions are retained by CHP for 5 years); GC §34090
TRAINING								
Police / Training	PD-078	Background Files - Successful Applicants	Separation + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After Separation + 1 year	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1672.3(b)(i), 29 CFR 1602.14 et seq.; GC §§12946, 34090; 29 USC 1113
Police / Training	PD-079	Background Files - Unsuccessful Applicants	3 years		Mag, Ppr			Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1672.3(b)(i), 29 CFR 1602.14 et seq.; GC §§12946, 34090
Police / Training	PD-080	City Firing Range Reservations, Schedule, etc.	When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090
Police / Training	PD-081	Personnel Training File - Officer Training - BY EMPLOYEE (Includes POST printouts) Includes Range Qualifications, Retiree Fire Arson Qualifications	Separation + 5 years		Mag, Ppr			Department preference (is placed into the Employee File); OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 LC §6429(c); GC §§12946, 34090, 53235.2(b)

RECORDS RETENTION SCHEDULE: POLICE

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Lead Dept.	PD-082	Training - Department Training Records - COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	Minimum 5 years		Mag, Ppr			Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946, 34090, 53235.2(b)

RECORDS RETENTION SCHEDULE - FIRE

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<i>HOLDS: Litigation, claims, complaints, public records act requests, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>								
FIRE ADMINISTRATION								
Fire / Admin.	FR-001	DMV Pull Notices (Fire Employees Only)	Upon Separation		Mag, Ppr			Department Preference; GC §34090
Fire / Admin.	FR-002	Fire Incident RMS Databases (Fire House, Target Database)	Indefinite	Yes	Mag, Ppr			Data is interrelated; GC §34090 et seq.
Fire / Admin.	FR-002.1	Homeless Intervention (regarding case management)	Minimum 2 years		Mag. Ppr			Department Preference; GC §34090
Fire / Admin.	FR-003	ISO Insurance Ratings	Minimum 15 years		Mag, Ppr			Department Preference (rated every 10 years); GC §34090
Fire / Admin.	FR-004	Monthly Statistical Reports / Run Statistics	When No Longer Required		Mag, Ppr			Considered a preliminary draft / copy (the Fire database is the original); GC §34090 et seq.
Fire / Admin.	FR-005	Programs and Projects (e.g. Cadet / Auxiliary Firefighter, CPR Program, Explorer Program, Fire Service Day, etc.)	Minimum 2 years		Mag, Ppr			Department Preference; GC § 34090 et seq.
Fire / Admin.	FR-006	Ride-Along Waivers	2 years		Mag, Ppr			GC §34090
Fire / Admin.	FR-007	Strike Team Reimbursement (OES / FEMA)	10 years		Mag, Ppr			Department Preference; GC §34090
Fire / Admin.	FR-008	EOC Activations & Drills (Fire Only)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Department Preference; GC §34090
EMERGENCY MEDICAL SERVICES								
Fire / EMS	FR-009	Controlled Substance Logs, Inventories	3 years	Yes	Mag, Ppr			Department Preference - Controlled substances are required for 2 years after inventory or transaction; 21 CFR §1304.04, 1310.04
Fire / EMS	FR-010	Emergency Medical PCR Database	Indefinite	Yes	Mag			Data is interrelated; GC §60201, 60201 et seq.

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Fire / EMS	FR-011	EMS / Paramedic Continuing Education Rosters and Certificates	Separation + 4 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department preference; Paramedic Continuing Education is required for 4 years by DPH; 8 CCR §3204(d)(1) et seq., 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 60201
Fire / EMS	FR-012	EMS Complaints (not personnel related) / CQI (Continuous Quality Improvement) / Quality Assurance	3 years		Mag, Ppr			Statute of Limitations for health providers is 3 years; 13 CCR 1100.7, UFC §104.3.2, §104.3.4, GC §34090
Fire / EMS	FR-013	HIPAA Policies and Procedures (Health Insurance Portability and Accountability Act)	Superseded + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After 1 year	24 CFR 164.530(j)
Fire / EMS	FR-014	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation) JUVENILES	Age of Majority (18 years old) - Minimum + 7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; minors are required until 1 year after age 18, but not less than 7 years; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, GC §34090; H&S §§1797.98(e) 123145; 42 CFR 482.24(b); 9 CCR 9444, 22 CCR 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3

RECORDS RETENTION SCHEDULE - FIRE

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Fire / EMS	FR-015	Incident Report (Emergency Response Report / Patient Care Reports / PCRs - Refusal for Transportation) ADULTS	7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; adults required for 7 years; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, GC §34090; H&S §§1797.98(e) 123145; 42 CFR 482.24(b); 9 CCR 9444, 22 CCR 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3
FIRE MARSHAL / FIRE PREVENTION								
Fire / Fire Marshal & Fire Prevention	FR-016	Brush Abatement / Vegetation Abatement / Weed Abatement	When No Longer Required - Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Fire / Fire Marshal & Fire Prevention	FR-017	Fire Citations / Notice of Violations	When No Longer Required - Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Fire / Fire Marshal & Fire Prevention	FR-018	Fire Code Permits / Special Event Permits / Film Permits / Explosives Permits (assembly permits, candle permits, tent permits, fire hydrant use, open flame, etc.)	When No Longer Required - Minimum 2 years	Yes: Before Event	Mag, Ppr			Department Preference; GC §34090
Fire / Fire Marshal & Fire Prevention	FR-019	Fire Construction Documents (Plans, Submittals, Shop Drawings Necessary for Fire Code Compliance)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

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Fire / Fire Marshal & Fire Prevention	FR-020	Fire Inspections / Business Inspection Files / Occupancy Inspections	Life of the Structure or Activity, or Minimum 5 years, Whichever is Longer		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for the Life of the Structure or Activity, or Minimum 5 years; CFC §§ 104.6 – 104.6.4
Fire / Fire Marshal & Fire Prevention	FR-021	Fire Investigations - Arson & Capital Crimes Only	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Capital Crimes have no statute of limitations); GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-022	Fire Investigations - OTHER Than Arson & Capital Crimes	When No Longer Required - Minimum 5 years		Mag, Ppr			Department preference; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FR-023	Public Information / Press Releases / Education (when produced internally)	When No Longer Required - Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
SUPPRESSION								
Fire / Ops	FR-024	Apparatus & Equipment Records & Testing - Safety Checks, Tests, Inspections, and Certifications	Surplus / Sale / Disposal +-2 years		Mag, Mfr, OD, Ppr	S/I	No	Department preference to be in compliance with NFPA Standards for in-service automotive fire apparatus ; NFPA 1911.4.7.3 & Annex C.5 , GC §34090

RECORDS RETENTION SCHEDULE - FIRE

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & OC'd	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, public records act requests, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>								
Lead Dept.	FR-025	Daily (Weekly, Monthly) Vehicle Safety Checks / Daily (Weekly, Monthly) Vehicle Inspections / Daily (Weekly, Monthly) Equipment Checks	When No Longer Required - Minimum 2 years		Ppr			GC §34090
Public Works / General Services OR Fire	FR-026	Hazardous Waste Manifests / Certificates of Disposal	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (City has "cradle to grave" liability); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40
Fire / Ops	FR-027	Pre-Fire Plans	When Superseded	Yes: Before Event	Mag, Ppr			Preliminary drafts; GC §34090 et seq.

RECORDS RETENTION SCHEDULE - FIRE

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & OC'd	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, public records act requests, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>								
TRAINING								
Fire / Training	FR-028	Employee Training Records (Target Solutions)	Separation + 5 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090
Fire / Training	FR-029	Respirator Fit Tests - Fire Only	Separation + 30 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
Fire / Training	FR-030	Training Course Records (Attendance Rosters, Outlines and Materials)	5 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 60201, 53235.2(b)

RECORDS RETENTION SCHEDULE: TRANSPORTATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ADMINISTRATION								
Transportation / Administration	TR-001	Capital Improvement Projects (CIP): Administration File Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Daily Logs, Hazardous Materials Plans, Meeting Minutes, Photos, Project Schedules, Progress meetings, Punch Lists, Real Estate Appraisals, RFIs & Responses	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Transportation / Administration	TR-002	Capital Improvement Projects (CIP): Permanent File Specifications & Addenda, Contract Copies, Change Orders, CEQA / Environmental Documents - EIRs, Negative Declarations, Exemptions, Materials Testing Reports, Soil Reports, Studies, Submittals, Successful Proposal, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Transportation / Administration	TR-003	Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Transportation / Administration	TR-004	Encroachment Permits / Excavation Permits: Temporary (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Transportation Permits, Utility Cuts, etc.) Includes Insurance Certificates	Final / Completion + 2 years	Yes: Until Completion	Mag, Ppr			GC § 34090
Transportation / Administration	TR-005	MTA Bus Operators Subcommittee Records	5 years		Mag, Ppr			Department preference; GC § 34090
Transportation / Administration	TR-006	MTA Long Range Transit Plans	10 years		Mag, Ppr			Department preference; GC § 34090
Transportation / Administration	TR-007	MTA Short Range Transit Plans	5 years		Mag, Ppr			Department preference; GC § 34090
Transportation & Human Resources	TR-008	Personnel Files - Employee Files Equipment Assignments, Copies of Human Resource records (Applications, Performance Evaluations, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains ; GC § 34090
Transportation & Human Resources	TR-009	Personnel Files - Employee Files Equipment Assignments, Copies of Human Resource records (Applications, Performance Evaluations, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090
Transportation & Human Resources	TR-010	Personnel Files - Employee Medical Files Illnesses & Leaves, Copies of Human Resource records (Medical Clearances, Workers Compensation, etc.)	Separation + 5 years		Mag, Ppr			Department preference; GC § 34090

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Transportation & Human Resources	TR-011	Personnel Files - Employee Medical Files Illnesses & Leaves, Copies of Human Resource records (Medical Clearances, Workers Compensation, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090
Transportation / Administration	TR-012	Rule Book (Policies)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC § 34090
Transportation / Administration	TR-013	Security Logs	5 years		Mag, Ppr			Department preference; GC § 34090
TRANSIT OPERATIONS								
Transportation / Operations	TR-014	Accident, Incident Reports	6 years		Mag, Ppr			Department preference (consistent with City Attorney's request for videos of incidents); GC § 34090
Transportation / Operations	TR-015	Applications for Service (Commuter Shuttles, Dial-a-Ride, etc.)	2 years		Mag, Ppr			GC § 34090
Transportation / Operations	TR-016	Audits: DMV & CHP	5 years		Mag, Ppr			Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Transportation / Operations	TR-017	Bus / Vehicle Procurement	Disposal of Vehicle + 3 years		Mag, Ppr			Department preference for Triennial Reviews; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., GC §34090

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Transportation / Operations	TR-018	Dial-A-Taxi, Disabled Patrons, Senior Transportation, etc. Cards, Medical Authorizations	Expiration of Card		Mag, Ppr			Department preference; GC §§ 34090
Transportation / Operations	TR-019	Dial-A-Taxi, Disabled Patrons, Senior Transportation, etc. Database	Expiration of Card		Mag, Ppr			Department preference; GC §§ 34090
Transportation / Operations	TR-020	Dispatch Sheets	3 years		Mag, Ppr			Department preference for Triennial Reviews; GC §34090
Transportation / Operations	TR-021	DMV Pull Notices (Transit Employees Only)	When Superseded or Separated		Mag Ppr			Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Transportation / Operations	TR-022	Drug & Alcohol Test Results (All - Positives and Negatives) - Transit Employees Only	5 years		Mag Ppr			Department preference; D.O.T. Requires 5 years for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Transportation / Operations	TR-023	Employee Seniority Lists	Superseded		Mag, Ppr			Department Preference; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Transportation / Operations	TR-024	Equipment Maintenance System (Maximo)	Indefinite		Mag, Ppr			Department preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. Seq., GC §34090
Transportation / Operations	TR-025	Fare Box Data Retrieval System (Directly Operated Service)	5 years		Mag, Ppr			Department preference; GC § 34090
Transportation / Operations	TR-026	Funding & Grants: FTA, Others: Equipment (Buses, Vehicles) and Real Property Only Includes all records, including application, administration, reports, audits, etc.	Disposition / Sale + 5 years		Mag, Ppr			Meets auditing standards and federal requirements; 49 CFR 18.42; OMB Circular A-110 & A-133; GC §34090
Transportation / Operations	TR-027	Funding & Grants: FTA, Others: Excluding Equipment (Buses, Vehicles) and Real Property Includes all records, including application, administration, reports, audits, etc.	Close (Final Expenditure Report) + 5 years		Mag, Ppr			Meets auditing standards and federal requirements; 49 CFR 18.42; OMB Circular A-110 & A-133; GC §34090
Transportation / Operations	TR-028	Incident Logs	2 years		Mag, Ppr			Department preference; GC § 34090
Transportation / Operations	TR-029	Monthly Reports - Transit	3 years		Mag, Ppr			GC § 34090
Transportation & Human Resources	TR-030	Personnel Files - Employee Files Equipment Assignments, Copies of Human Resource records (Applications, Performance Evaluations, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Transportation & Human Resources	TR-031	Personnel Files - Employee Medical Files Illnesses & Leaves, Copies of Human Resource records (Medical Clearances, Workers Compensation, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090
Lead Dept.	TR-032	Safety Meeting Rosters & Sign-ins / Tailgate Meetings / Training Course Records	5 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department preference (OSHA Requirements) 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090
Transportation / Operations	TR-033	Schedules	When No Longer Required		Mag, Ppr			Department Preference; GC § 34090
Transportation / Operations	TR-034	Senior Transit / Dial-a-Ride	5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Transportation / Operations	TR-035	Shakeups / Route Reassignments Operator Bid Sheets, Seniority Lists, Route Assignments, Vacation Bids	5 years		Mag, Ppr			GC § 34090
Transportation / Operations	TR-036	Special Event Transportation	2 years		Mag, Ppr			GC § 34090

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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Transportation / Operations	TR-037	Terminal Inspections	5 years		Mag, Ppr			Department preference; GC § 34090
Transportation / Operations	TR-038	Transportation Management System Database Includes Dispatch / Assignments, Payroll Time and Overtime Information for all Operators, including Part-time Employees, etc.	Minimum 5 years		Mag, Ppr			Department preference; GC §§ 34090
Transportation / Operations	TR-039	Videotapes of Vehicle Operations - No Reported Incidents	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; (Records public activities); GC § 34090
Transportation / Operations	TR-040	Videotapes of Vehicle Operations - Reported Incidents	6 years		Mag, Ppr			Preference of City Attorney; Preliminary drafts not retained in the ordinary course of business; (Records public activities); GC § 34090
VEHICLE MAINTENANCE (Transportation ONLY)								
Transportation / Vehicle Maint.	TR-041	Inspections or Audits by the DMV & CHP	5 years		Mag, Ppr			Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Transportation & Human Resources	TR-042	Personnel Files - Employee Files Equipment Assignments, Copies of Human Resource records (Applications, Performance Evaluations, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090

RECORDS RETENTION SCHEDULE: TRANSPORTATION

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Transportation & Human Resources	TR-043	Personnel Files - Employee Medical Files Illnesses & Leaves, Copies of Human Resource records (Medical Clearances, Workers Compensation, etc.)	Separation + 5 years		Mag, Ppr			Department preference (contains training records); GC § 34090
Transportation / Vehicle Maint.	TR-044	Pre-Trip Inspections / DOT Program / CHP Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks Transit Only	2 years		Ppr			Department preference for evidence in legal proceedings (only 2 years is required); 13 CCR 1234(e); GC §34090
Transportation / Vehicle Maint.	TR-045	Tire Disposal / Waste Manifests	3 years		Mag, Ppr			14 CCR 18459.3; GC §34090
Transportation / Vehicle Maint.	TR-046	Used Oil Disposal Manifests	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Transportation / Vehicle Maint.	TR-047	Vehicle & Equipment History Files Maintenance, Smog Certificates, Registrations, Inspections, Testing of Push-out Windows, Emergency Doors, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090

RECORDS RETENTION SCHEDULE: RECREATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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RECREATION								
Recreation	REC-001	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	Yes: During Class or Program	Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090
Recreation	REC-002	Evaluations / Surveys (Programmatic Evaluations of Recreation programs)	When No Longer Required		Mag, Ppr			Content Not Substantive / Preliminary drafts / Transitory records; GC §34090
Recreation	REC-003	Facility Use Requests / Facility Use Applications and Permits (includes ABC Permits, where required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090 et. seq.
Recreation	REC-005	Manager's Program Development Files / Activity Files / Program Files / Special Programs / Sports / Seniors, etc.	Minimum 2 years		Mag, Ppr			Department preference; GC §34090
Recreation	REC-006	Senior Meals	5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090

RECORDS RETENTION SCHEDULE: RECREATION

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Recreation	REC-008	Recreation & Cultural Commission AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Recreation	REC-009	Recreation & Cultural Commission AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Recreation	REC-010	Recreation & Cultural Commission MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
Recreation	REC-011	Recreation Database / Class Registration Database (Cogran)	Indefinite		Mag, Ppr			Data is interrelated; GC §34090
Recreation	REC-012	Rosters / Sign-in / Sign-Out Sheets for classes and programs	2 years		Mag, Ppr			GC §34090
Recreation	REC-013	Schedules / Hours	When No Longer Required		Mag, Ppr			Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090

RECORDS RETENTION SCHEDULE: RECREATION

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Recreation	REC-014	Senior Programs	5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Recreation	REC-015	Special Events Permits / Film Permits: City-sponsored, Private Special Event Permits (ALL)	Minimum 2 years	Yes: Before Completion	Mag, Ppr			Department Preference; GC §34090 et. seq.
Recreation	REC-016	Sponsorships for Events	2 years	Yes: During Class or Program	Mag, Ppr			GC §34090
Recreation	REC-017	Volunteers / Applications and Waivers	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§12946, 34090

RECORDS RETENTION SCHEDULE: RECREATION

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Recreation	REC-018	Youth Commission AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Recreation	REC-019	Youth Commission AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Recreation	REC-020	Youth Commission MINUTES, BYLAWS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
RECREATION / FLEET (RECREATION ONLY)								
Recreation / Fleet	REC-021	Inspections or Audits by the DMV & CHP	5 years		Mag, Ppr			Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Recreation / Fleet	REC-022	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(3)
Recreation / Fleet	REC-023	Tire Disposal / Waste Manifests	3 years		Mag, Ppr			14 CCR 18459.3; GC §34090
Recreation / Fleet	REC-024	Used Oil Disposal Manifests	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.

RECORDS RETENTION SCHEDULE: RECREATION

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Recreation / Fleet	REC-025	Vehicle & Equipment History Files Maintenance, Smog Certificates, Registrations, Inspections, Testing of Push-out Windows, Emergency Doors, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
RECREATION / GOLF								
Recreation / Golf	REC-026	Concessionaire Contract Management	5 years		Mag Ppr			Department preference for audit trails; GC §34090
Recreation / Golf	REC-027	Golf Course Commission AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Recreation / Golf	REC-028	Golf Course Commission AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Recreation / Golf	REC-029	Golf Course Commission MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
FINANCE								
Finance	FIN-001	1099's / 1096's	5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance	FIN-002	Accounts Payable / Invoices and Backup / Warrants (Includes Invoices, Travel Expense Reimbursements, etc.)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After 5 years	Department preference; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference for P-Card Invoices (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
Finance	FIN-003	Accounts Receivable: Revenue - Our Invoices to Outside Entities, Transient Occupancy Tax (TOT), etc.	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.
Finance	FIN-004	Audit Work Papers	When No Longer Required		Mag, Ppr			Preliminary drafts / content not substantive; GC §34090
Finance	FIN-005	Audits - Annual Financial Reports / CAFR (Consolidated Annual Financial Report)	P		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §34090
Finance	FIN-006	Audits - Single Audits, Grant Audits, IRS Audits, Transportation Audits, PERS Audit, etc.	5 years		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance	FIN-007	Bank Deposits	5 years		Mag, Ppr			Department Preference; Meets auditing standards; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC §§ 34090, 43900
Finance	FIN-008	Bank Statements and Trustee Statements, Fiscal Agent Statements, Investment Account Statements, Bank Reconciliations	5 years		Mag, Ppr			Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance	FIN-009	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Ppr			Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
Finance	FIN-010	Budgets - Finals	P		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §34090
Finance	FIN-011	Budgets Work Papers	When No Longer Required		Mag, Ppr			Preliminary drafts; GC §34090
Finance	FIN-012	Cash Receipts / Daily Cash Summaries / Cashiers Reports / Cash Reports / Petty Cash / Credit Cards	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards; GC §34090 et seq.

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance	FIN-013	Checks / Warrants (Cashed)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	May contain Fire District independent contractor's compensation, expense reimbursement, or District credit card records; Meets municipal government auditing standards; GC § 34090
Finance	FIN-014	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Ppr			These are bank instruments, and not City records; per bank agreement.
Finance	FIN-015	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Ppr			Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance	FIN-016	Financial Services Database (Tyler New World)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance	FIN-017	Fixed Assets	Life of Asset		Mag, Ppr			Department Preference (bond auditing purposes; IRS regulations state, "...material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds"); 26 CFR 1.6001-1(e); GC §34090

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance	FIN-018	Housing Loans All, including Low-Mod, CalHome, CDBG & HOME WITH Recapture or Resale Restrictions	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090
Finance	FIN-019	Housing Loans: All, including ow-Mod, CalHome, CDBG & HOME NO RECAPTURE / RESALE RESTRICTIONS	Loan Pay-off or Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090
Finance	FIN-020	Investment Committee AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance	FIN-021	Investment Committee AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Finance	FIN-022	Investment Committee MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
Finance	FIN-023	Investment Reports & Backup	5 years		Mag, Ppr			Department Preference; GC §34090
Finance	FIN-024	Investments / Arbitrage / Certificate of Deposit / Investment Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years		Mag, Ppr			Department Preference; Meets auditing standards; statewide guidelines propose permanent; FTC Reg's rely on "self-enforcement"; GC §§ 34090, 43900
Finance	FIN-025	Journal Entries / Journal Vouchers	5 years		Mag, Ppr			Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Finance	FIN-026	OES / FEMA Claims	10 years		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §34090
Finance	FIN-027	Reports, General Ledger, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, Revenue & Expenditure Reports, etc. (MONTHLY OR PERIODIC)	When No Longer Required		Mag, Ppr			Department preference (The Financial System Database is the original; reports are considered drafts or copies); GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance	FIN-028	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Street Report, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Finance	FIN-029	SB-90 Claims / State Reimbursement for Unfunded Mandates	Reimbursement by State + 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After 5 years	Department preference; CCP §337 et. seq.; GC §34090
Finance	FIN-030	Surplus Property Disposition	5 years		Mag, Ppr			Department preference; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
Finance	FIN-031	Vehicle Titles "Pink Slips"	Upon Sale of Vehicle		Ppr			Provided to new owner upon sale; GC §34090
Finance	FIN-032	W-9s	Minimum 5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090; 29 USC 436
BUSINESS LICENSE								
Finance / Business License	FIN-033	Business License & Permit Database (Hdl)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Business License	FIN-034	Business License New Applications & Permits - Inside City Limits (ALL Revenue and Regulatory, Massage Establishment, Taxi, Solicitor, etc) Includes ABC License, Fictious Business Name Certificates, Sales Permits, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Planning uses initial application for Zoning clearances and history (meets municipal government auditing standards); GC §34090 et seq.
Finance / Business License	FIN-035	Business License Renewals & Notices, Outside City Limits	5 years		Mag, Ppr			Department preference; meets auditing standards; GC §34090 et seq.
Finance / Business License	FIN-036	Fireworks Permits, Including post-sales accounting	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; meets auditing standards; GC §34090 et seq.
Finance / Business License	FIN-037	Yard Sale Permits	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090 et seq.
FINANCE / PAYROLL								
Finance / Payroll	FIN-038	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	4 years		Mag, Ppr			Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" GC §34090
Finance / Payroll	FIN-039	CalPERS Reports - Annual Valuation Reports, Actuarial Valuation Reports	5 years		Mag, Ppr			Department Preference; GC §34090

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Payroll	FIN-040	DE-6, DE-7, DE-9, DE-34, DE-43, W-3 & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Ppr			Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg \$31.6001-1(e)(2), R&T \$19530; 29CFR 516.5 - 516.6, 29USC 436, GC \$34090
Finance / Payroll	FIN-041	Deferred Compensation (City Statements)	5 years		Mag, Ppr			Produced by Deferred Comp. Provider; consistent with proposed statewide guidelines; GC \$34090; 26 CFR 31.6001.1
Finance / Payroll	FIN-042	Employee Payroll Files - Includes W-4s	Separation + 5 years		Mag, Ppr			Department preference; Meets municipal government auditing standards; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; GC \$34090
Finance / Payroll	FIN-043	Garnishments	Satisfied + 5 years, or Separation of Employee		Mag, Ppr			GC \$34090; 26 CFR 31.6001.1
Finance / Payroll	FIN-044	Payroll Database	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC \$34090
Finance / Payroll	FIN-045	Payroll Reports - Periodic Bi-weekly Payroll Report	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; PERS Circular letter 200-051-17; GC \$34090

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Payroll	FIN-046	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Most Employees provide digital signatures when they submit their timecards, but some in Public Works and Community Services do not (another employee enters their time); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; 29 CFR 516.5 & 516.6(c); GC §34090
Finance / Payroll	FIN-047	W-2's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference for Grant Auditing Purposes; Meets municipal government auditing standards; GC §34090
FINANCE / PURCHASING								
Finance / Purchasing	FIN-048	Purchase Order Database (Planet Bids)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090
Finance / Purchasing	FIN-049	Purchase Orders and Backup (Quotations, RFPs, Bids, Requisitions)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; 5 years meets municipal government auditing standards and Statute of Limitations for contracts; Purchasing preference (48 CFR 4.805 requires Federal Agencies to retain their contracts, unsuccessful & successful proposals 6 years after final payment); CCP §337 et. seq.; GC §34090
UTILITY BILLING								

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Admin. Services / Finance / Utility Billing	FIN-050	Bankruptcies - NOT pursued	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Admin. Services / Finance / Utility Billing	FIN-051	Bankruptcies - Where a claim is filed	10 years		Mag, Ppr			Department Preference (negative information remains on credit ratings for 7 years); GC §34090
Admin. Services / Finance / Utility Billing	FIN-052	Collections / Collection Agency Case Files & Statements / Delinquent Accounts	7 years		Mag, Ppr			Department preference; Delinquencies remain on credit reports for 7 years; GC §34090 et seq.
Admin. Services / Finance / Utility Billing	FIN-053	Turn Ons / Turn Offs	2 years		Mag, Ppr			GC §34090 et seq.
Admin. Services / Finance / Utility Billing	FIN-054	Utility Billing Database	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
HUMAN RESOURCES								
Human Resources	HR-001	Benefit Plan Documents (Optical, Dental, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Ppr			EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-002	Benefits - Vision Billings / Billing Record / Reimbursement Payments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (meets municipal government auditing standards); GC §34090
Human Resources	HR-003	Civil Service Commission AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Human Resources	HR-004	Civil Service Commission AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Human Resources	HR-005	Civil Service Commission MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
Human Resources	HR-006	Civil Service Commission TRANSCRIPTS	2 years		Mag, OD			GC §34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-007	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 34090
Human Resources	HR-008	Compensation Surveys & Studies	Minimum 3 years		Mag, Ppr			Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 34090
Human Resources	HR-009	Contracts for Investigators	Completion + 5 years	Yes: Before Completion	Mag, Ppr			Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	HR-010	Department of Fair Employment & Housing (DFEH or EEOC) Claims	Minimum Final Disposition + 5 years		Mag, Ppr			Department preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-011	EEO-4 Reports and records required to generate EEO-4 report (Self-Identification Form, etc.)	3 years		Mag, Ppr			29 CFR 1602.30

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-012	Eligibility Lists	Expiration of Eligibility List + 3 years		Mag, Ppr			Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-013	Employee Investigations	Minimum Separation + 3 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 34090;
Human Resources	HR-014	Employee Verifications (responses to outside banks, mortgage brokers, and others about an employee's employment status)	When No Longer Required		Mag, Ppr			Non-records / Content Not Substantive, therefore there is no obligation to retain responses; GC §34090 et seq.
Human Resources	HR-015	Grievance Files	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§ 3105, 12946, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-016	Harassment Prevention Training Certificates / Ethics Training Certificates - Employees Only	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC'd & OD	GC §§34090, 53235.2(b), 53237.2(b)

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-017	I-9s	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 34090
Human Resources	HR-018	Job Descriptions / Classification Specifications	Minimum Superseded + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090
Human Resources	HR-019	OSHA Logs - 200, 300, 301, 301A	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Human Resources	HR-020	Personnel Files - Employee File (Main File) Includes Application, Evaluations, Grievances, Policy Acknowledgements, Personnel Action Forms, Livescan results, W-4, etc.	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§ 3105, 12946, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources	HR-021	Personnel Files - Medical File (all employees) Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years or Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
Human Resources	HR-022	Recruitment and Testing File - (Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, etc.)	Expiration of Eligibility List + 3 years		Mag, Ppr			Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq. 2 CCR 11013(c); GC §§12946, 34090
Human Resources	HR-023	Studies & Surveys Conducted on Behalf of the City (Sick Leave, Attrition, Benefits, etc.)	When No Longer Required		Mag, Ppr			Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Human Resources	HR-024	Workers Compensation Claim Runs	5 years		Mag Ppr			Department preference (meets municipal government auditing standards); GC §34090
Human Resources	HR-025	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years or Termination of Benefits + 5 years (whichever is longer)	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
INFORMATION TECHNOLOGY								

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources / Information Technology	HR-026	Backups - DAILY	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Human Resources / Information Technology	HR-027	Backups - WEEKLY	When No Longer Required	Yes	Mag.			Used for Disaster Recovery Purposes Only; Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Human Resources / Information Technology	HR-028	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line)	When Superseded	Yes	Mag.			GC §34090 et seq.
Human Resources / Information Technology	HR-029	Network Configuration Maps & Plans	When No Longer Required	Yes	Mag.			Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Human Resources / Information Technology	HR-030	UNALTERABLE MEDIA (WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	P		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.
Human Resources / Information Technology	HR-031	Video Recordings - Department Activity (Employees Performing Work, Cashiering, Building Security, etc.) See City Clerk's schedule for City Council Video Recordings	1 year		Mag			GC §34090.6 et seq,

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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Human Resources / Information Technology	HR-032	Video Recordings - Public Activity (Doors, Hallways, Parks, Public Areas, etc.) See City Clerk's schedule for City Council Video Recordings	When No Longer Required		Mag			Does not record regular ongoing operations of the City; GC §34090.6(a)
RISK MANAGEMENT								
Human Resources / Risk Manage.	HR-033	Claims / Civil & Liability	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 34090, 34090.6; PC §832.5
Human Resources / Risk Manage.	HR-034	Drug & Alcohol Test Results (All - Positives and Negatives) - Excludes Transit Employees	5 years		Mag Ppr			Department preference; D.O.T. Requires 5 years for positive tests, 1 year for negative tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Human Resources / Risk Manage.	HR-035	Employee Litigation	Separation + 6 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; ; CCP §§ 337 et seq.; GC §§ 911.2, 34090, 34090.6; PC §832.5
Human Resources / Risk Manage.	HR-036	OSHA Inspections & Citations	5 years		Mag, Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c

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Human Resources / Risk Manage.	HR-037	Third-Party Recovery: Incident Reports where a Loss of Property was incurred that can be recovered (Vandalism, Vehicle Accidents, etc.)	5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (meets auditing standards); GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (ALL DIVISIONS)

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PUBLIC WORKS / ADMINISTRATION								
Public Works / Admin.	(New)	DMV Pull Notices (Public Works Employees Only)	When Superseded or Upon Separation		Mag. Ppr			Department Preference; GC §34090
PUBLIC WORKS / BUILDING MAINTENANCE								
Lead Dept.	PW-001	AQMD Permits (Generators, etc.)	Issue Date + 5 years		Mag, Ppr			40 CFR 70.6; GC §34090
Lead Dept.	PW-002	Generator Operation Logs & Inspections	5 years		Mag, Ppr			AQMD Rule 1470; Form 400-E-13a instructions; GC §34090
Lead Dept.	PW-003	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment		Mag, Ppr			Department Preference; GC §34090 et seq.
Division Providing Service / Work	PW-004	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	PW-005	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-006	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §, GC §34090
PUBLIC WORKS / CAPITAL PROJECTS								

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (ALL DIVISIONS)

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Public Works / Capital Projects	PW-007	Capital Improvement Projects (CIP): Administration File Project Administration, Certified Payrolls, Construction Manager's Logs, Daily Inspections, Daily Logs, Hazardous Materials Plans, Meeting Minutes, Photos, Project Schedules, Progress meetings, Punch Lists, Real Estate Appraisals, RFIs & Responses	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §34090
Public Works / Capital Projects	PW-008	Capital Improvement Projects (CIP): Permanent File Specifications & Addenda, Contract Copies, Change Orders, CEQA / Environmental Documents - EIRs, Negative Declarations, Exemptions, Materials Testing Reports, Soil Reports, Studies, Submittals, Successful Proposal, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Capital Projects	PW-009	Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7
City Clerk	PW-010	Easements, Deeds, Right of Ways	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Send all originals to the City Clerk; GC §34090.7

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Public Works / Capital Projects	PW-011	Encroachment Permits / Excavation Permits: Temporary (Street Permits, Temporary Construction, Sidewalk Repairs, Traffic Control, Transportation Permits, Utility Cuts, etc.) Includes Insurance Certificates	Final / Completion + 2 years	Yes: Until Completion	Mag, Ppr			GC § 34090
Public Works / Capital Projects	PW-012	Encroachments - Permanent (Permanent structures in the City's Right of Way)	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Capital Projects	PW-013	Engineering Studies / Surveys (Public Right-of-Way) - Geotechnical and Soil Reports / Hydrology Reports / Preliminary Studies / Project Assessments	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Capital Projects	PW-014	Grading Plans	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
PUBLIC WORKS / ENGINEERING								
Public Works / Engineering	PW-015	Stormwater: NPDES Monitoring Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: 5 years	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
Public Works / Engineering	PW-016	Stormwater: NPDES Permits / Water Quality Permits	Permit Superseded + 3 years	Yes: Until Expiration	Mag, Ppr			Department Preference to conform with Statewide Guidelines; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; CCP §337 et seq.
Public Works / Engineering	PW-017	Underground Service Alerts (USA's) / Dig Alert	3 years		Mag, Ppr			Required for 3 years; GC §§4216.2(d) & 4216.3(d); GC §34090
PUBLIC WORKS / ENGINEERING (PRIVATE DEVELOPMENT)								

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Public Works / Engineering (Private Develop.)	PW-018	Design & Construction Standards - Authored by the City for Private Development	P		Mag. Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering (Private Develop.)	PW-019	Developer's Bonds / Security	Close or Default + 5 years		Mag, Ppr			Department Preference; meets auditing standards; GC §34090, 26 CFR 31.6001-1
Public Works / Engineering (Private Develop.)	PW-020	Parcel Maps / Tract Maps	P	Yes (all)	Mag. Mfr, OD, Ppr	S	No	Drafts should be destroyed; Some maps are also retained by Planning; Selected maps are retained in Public Works for administrative purposes; GC §34090, 34090.7
Public Works / Engineering (Private Develop.)	PW-021	Private Development Projects / Job Files: Administration File / Construction Inspection Construction Inspections, Correspondence, Daily Logs, Inspector's Records, Photos, Soil Reports, etc.	Completion + 10 years	Yes: Until Completed	Mag, Ppr			Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Public Works / Engineering (Private Develop.)	PW-022	Private Development Projects / Job Files: Permanent Files Certificate of Acceptance / Approval (copy), Dedications, Abandonments, Drainage, Driveway, Private Lab Verifications, Testing Lab Final Reports, Studies, Reports, Geotechnical and Soil Reports / Hydrology Reports, etc.	P	Yes: Until Completed	Mag. Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; retained for disaster preparedness purposes; GC §34090
PUBLIC WORKS / ENGINEERING - TRANSPORTATION								

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Public Works / Engineering / Transportation	PW-023	Schedule for Pavement Overlays	10 years		Mag Ppr			Department preference; GC §34090
Public Works / Engineering / Transportation	PW-024	Traffic & Safety Commission AGENDAS, AGENDA PACKETS	When No Longer Required - Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Public Works / Engineering / Transportation	PW-025	Traffic & Safety Commission AUDIO OR VIDEO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Public Works / Engineering / Transportation	PW-026	Traffic & Safety Commission MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
Public Works / Engineering / Transportation	PW-027	Traffic Calming Requests / Stop Sign Surveys (Speed Humps, etc.)	10 years		Mag Ppr			Department preference; GC §34090
Sheriff	PW-028	Traffic Collision Reports / SWTRS	Copies - When No Longer Required		Mag Ppr			copies; GC §34090.7
Public Works / Engineering / Transportation	PW-029	Traffic Counts	10 years		Mag Ppr			Department preference; GC §34090
Public Works / Engineering / Transportation	PW-030	Traffic Signal Timing Plans	Current Plan Superseded + 5 years		Mag Ppr			Department preference; GC §34090

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Public Works / Engineering / Transportation	PW-031	Traffic Speed Surveys / Stop Sign Warrants	10 years		Mag Ppr			Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
Public Works / Engineering / Transportation	PW-032	Transportation Permits issued by the City (Wide Load Permits, Heavy Load Permits, etc.)	2 years		Mag Ppr			GC §34090
PUBLIC WORKS / FLEET (PUBLIC WORKS ONLY)								
Public Works / Fleet	PW-033	Inspections or Audits by the DMV & CHP	5 years		Mag, Ppr			Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Public Works / Fleet	PW-034	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Ppr			GC §34090; 13 CCR 1234(3)
Public Works / Fleet	PW-035	Tire Disposal / Waste Manifests	3 years		Mag, Ppr			14 CCR 18459.3; GC §34090
Public Works / Fleet	PW-036	Used Oil Disposal Manifests	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Public Works / Fleet	PW-037	Vehicle & Equipment History Files Maintenance, Smog Certificates, Registrations, Inspections, Testing of Push-out Windows, Emergency Doors, etc.	Disposal of Vehicle or Equipment + 2 years		Mag, Ppr			Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
WASTEWATER / SEWER								
Public Works / Sewer	PW-038	CCTV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings	10 years		Mag			Department Preference; GC §34090 et seq.
Public Works / Sewer	PW-039	Complaints (written)	2 years		Mag, Ppr			Department Preference; GC §34090

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Lead Dept.	PW-040	Confined Space Entries	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090
Public Works / Sewer	PW-041	Correspondence - Regulatory Agencies	Minimum 10 years	Yes: While Active Issues	Mag, Ppr			Department Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090
Public Works / Sewer	PW-042	Sanitary Spills and Overflows (SSOs)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090
Public Works / Sewer	PW-043	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	5 years		Mag Ppr			Department preference; plans must be updated every 5 years, audits are required every 2 years; SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090
Division Providing Service / Work	PW-044	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	PW-045	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-046	Work Orders / Service Requests / "Dailies"- NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §, GC §34090
PUBLIC WORKS / SOLID WASTE								

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (ALL DIVISIONS)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Public Works / Solid Waste	PW-047	AB 939 Reports / Waste Reduction / Tonnage Reports	10 years		Mag, Ppr			Department Preference; GC §34090 et. seq.
Public Works / Solid Waste	PW-048	Household Hazardous Waste / HHW / Recycling / Disposal	3 years		Mag, Ppr			Department preference; 3 years is required; 14 CCR 18812.4; GC §34090
PUBLIC WORKS / STREETS & TREES								
Public Works / Streets & Trees	PW-049	Street Sweeping Records	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: 5 years	Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41
Division Providing Service / Work	PW-050	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §34090
Division Providing Service / Work	PW-051	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-052	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years		Mag Ppr			City Preference; CCP §§338 et seq., 340 et seq., 342, GC §, GC §34090

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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
BUILDING								
Plann. & CD / Building	PL&CD-001	Address Files / Building Permits	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §34090, H&S §19850
Plann. & CD / Building	PL&CD-002	Building Permit Database (HdL)	Indefinite	Yes (all)	Mag			Department Preference - Data is interrelated; GC §34090, H&S §19850
Plann. & CD / Building	PL&CD-003	Building Plans - Cancelled, Expired or Withdrawn	Upon Cancellation, Expiration or Withdrawal		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Plann. & CD / Building	PL&CD-004	Building Plans - Finalled - TENANT IMPROVEMENTS	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Plann. & CD / Building	PL&CD-005	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
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Plann. & CD / Building	PL&CD-006	Building Plans - Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES Energy Calculations, Structural Calculations, Soil Reports, Geotechnical Reports	Final + 180 days		Mag, Ppr			State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
Plann. & CD / Building	PL&CD-007	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §50022.6
Plann. & CD / Building	PL&CD-008	Certificate of Occupancy (Cofo)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §34090
Plann. & CD / Building	PL&CD-009	Correction Notices, Stop Work Notices	When Permit Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Plann. & CD / Building	PL&CD-010	Plan Check Comments (Site Plan File)	When Permit Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090
Plann. & CD / Building	PL&CD-011	Reports: Building Activity	When No Longer Required		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Preliminary drafts (the database can re-create the reports on demand); GC §34090
Plann. & CD / Building	PL&CD-012	Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §34090
Plann. & CD / Building	PL&CD-013	Utility Clearances, School District Clearances	When Permit Finalled		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Preliminary Drafts); GC §34090

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CODE ENFORCEMENT								
Plann. & CD / Code Enforce.	PL&CD-014	Citations / Notice of Violations / Citation Books	2 years		Mag, Ppr			GC §34090
Plann. & CD / Code Enforce.	PL&CD-015	Code Enforcement Case Files / Abatement Case Files (Includes Appeals, Citations, and Code Enforcement Complaint Letters)	When No Longer Required - Minimum 2 years	Yes: Until Resolution	Mag, Ppr			Department preference; Case is open until satisfactorily resolved (some cases are not resolved); CFC §104.3.4, GC §34090
Plann. & CD / Code Enforce.	PL&CD-016	Liens & Lien Releases	P	Yes: Until Resolution	Mag, Ppr			GC §34090(a)
ECONOMIC DEVELOPMENT								
Plann. & CD / Economic Develop.	PL&CD-017	Economic Development / Business Recruitment & Retention	Minimum 2 years		Mag, Ppr			Department preference; GC §34090
HOUSING / FORMER REDEVELOPMENT PROJECTS								
Plann. & CD / Housing	PL&CD-018	Five Year Consolidated Action Plan and the related Action Plans / PHA Plans	Expiration of Plan + 5 years		Mag, Ppr			Consolidated Plan Requirement; GC §34090

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Plann. & CD / Housing	PL&CD-019	Housing Programs: All, including Low-Mod, CalHome, CDBG & HOME WITH Recapture or Resale Restrictions	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090
Plann. & CD / Housing	PL&CD-020	Housing Programs: All, including ow-Mod, CalHome, CDBG & HOME NO RECAPTURE / RESALE RESTRICTIONS	Loan Pay-off or Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; statewide guidelines propose 4 years; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090
Plann. & CD / Housing	PL&CD-021	HUD Reports (ALL Reports to HUD)	5 years		Mag, Ppr			Department preference; ; GC §34090
Plann. & CD / Housing	PL&CD-022	Redevelopment Plans, Redevelopment Projects (Historical)	P	Yes	Mag, Ppr			Department preference; GC §34090 et seq.
Plann. & CD / Housing	PL&CD-023	Redevelopment Projects (Not Historical)	10 years	Yes	Mag, Ppr			Department preference; GC §34090 et seq.

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Plann. & CD / Housing	PL&CD-024	Redevelopment Successor Agency Real Property - Acquisition and Sale or Transfer	P	Yes	Mag, Ppr			Department preference; GC §34090 et seq.

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PLANNING								
Plann. & CD / Planning	PL&CD-025	Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits (Includes Associated CEQA Noticing, Conditions of Approval, Determination Reports, Environmental Determinations, Staff Reports, Plans) Examples: Zone Change, General Plan Amendment, Specific Plan, Conditional Use Permits (CUPs), Site Plan Review, Environmental Assessment, Master Sign Program, Tentative Parcel Map or Tract Map, Variances, Director's Determination, etc.	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC§§34090, 34090.7
Plann. & CD / Planning	PL&CD-026	Annexations / Boundaries / Consolidations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
Plann. & CD / Planning	PL&CD-026.1	Cannabis Development Agreements	Completion or Expiration + 5 years		Mag, Ppr			Department Preference: CCP §337 et seq.; GC §34090
Plann. & CD / Planning	PL&CD-027	Census, Demographics	When No Longer Required		Mag, Ppr			(Non-Records - Census Bureau is OFR)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Plann. & CD / Planning	PL&CD-028	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Inside City boundaries	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Plann. & CD / Planning	PL&CD-029	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA Outside City boundaries	When No Longer Required		Mag, Ppr			Non-records; EIRs and Negative Declarations within the City Boundaries are with the project file
Plann. & CD / Planning	PL&CD-030	General Plan, Elements and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Clerk Maintains all Agenda Packets Permanently; GC §34090.7
Plann. & CD / Planning	PL&CD-031	Long Range Planning / Planning Studies	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Plann. & CD / Planning	PL&CD-032	Master Plans, Specific Plans, Land Use Plans and Amendments	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Plann. & CD / Planning	PL&CD-033	Materials Boards	When No Longer Required		Mag, Ppr			Preliminary drafts not retained in the ordinary course of business; GC §34090
Plann. & CD / Planning	PL&CD-034	Planning Commission AGENDAS & AGENDA PACKETS	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Original Staff Reports are filed in the project file; GC §34090

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<i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Plann. & CD / Planning	PL&CD-035	Planning Commission AUDIO RECORDINGS	Minimum 2 years		Mag, OD			Department preference; Audio Required for 30 days; GC §54953.5(b); video tapes of meetings are required for 90 days; GC §34090.6
Plann. & CD / Planning	PL&CD-036	Planning Commission MINUTES, BYLAWS, RESOLUTIONS	P	Yes	Mag, Mfr, OD, Ppr	S	No	GC §34090
Plann. & CD / Planning	PL&CD-037	Temporary Use Permits (TUP) / Temporary Signs / Banner Permits, etc. (Approved & Unapproved) Christmas Tree Lots, Pumpkin Lots, etc.	Expiration + 2 years	Yes: During Event	Mag, Ppr			Department preference; GC§§34090
Plann. & CD / Planning	PL&CD-038	Zoning Maps (Historically Significant)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090
Plann. & CD / Planning	PL&CD-039	Zoning Ordinance Amendments / Zone Changes	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: CITY HALL AND OTHER CITY FACILITY IMPROVEMENTS UPDATES

DATE: August 12, 2020

RECOMMENDATION

It is recommended that the City Council

- 1) Authorize the City Manager to direct staff to continue renovations and improvements of City Hall and other City facilities and approve contracts related to the construction and improvements within the extent of the City Manager's authority.
- 2) Receive and file.

BACKGROUND / ANALYSIS

On August 28, 2019, the City Council approved the Fiscal Year 2019-20 Capital Improvement Program (CIP) Budget which authorized the expenditure of former Redevelopment Agency (RDA) Bond proceeds for building and technology improvements. As part of that CIP Project budget, a total of \$2,785,182 was appropriated for building and technology improvements within the former RDA project areas, which include City Hall, the Police Department Building, Henry Acuna Park and Fire Station 55.

Funding has been utilized to complete various tenant improvement projects to provide more efficient workflow while better utilizing office space. For example, the Recreation & Community Services Department Administrative Division and staff that were previously located in the East Wing at City Hall have been relocated to the underutilized offices at Acuña Park and the Administration Department has moved into the former Recreation Office at City Hall.

Staff has programmed the aforementioned excess bond proceeds to make needed building repairs and improvements in various Departments. Projects and improvements that have been completed or that are currently in progress include full roof replacement at City Hall, Heating, Ventilation and Air Conditioning (HVAC) ducting

upgrades/replacement in renovated office spaces, East Conference Room renovation and technology upgrades, interior painting, carpet replacement and the construction of new office space to allow for the relocation of the Information Technology Division to the basement of City Hall. Of the originally appropriated \$2,785,182, approximately \$1.6 million has been spent on the aforementioned projects and improvements.

The next planned phase for City Hall improvements includes the relocation of the Fire Department Administrative Offices. The new office space will be located in the former Administration Department Offices in City Hall's East Wing. These proposed improvements will create needed office space for Fire administrative personnel while allowing for more efficient workflow and centralized permit processing within City Hall.

The scope of work for the Fire Administrative Office project will include demolition/abatement, window replacement, carpet replacement, door upgrades, restroom renovations, air duct replacement and electrical work. In total, the City anticipates an approximate cost of \$450,000 to complete all necessary work associated with the new Fire Department Administrative Offices.

Additionally, staff is currently researching options and obtaining quotes for various improvements to complete the East Wing area and make aesthetic improvements to the exterior of City Hall to ensure all applicable procurement requirements are met. These improvements will include air ducting replacement, installation of a drop ceiling with access panels for maintenance purposes, new carpeting, Council Chambers technology and tenant improvements, Americans with Disabilities Act (ADA) doors and restroom upgrades and full painting of the exterior of City Hall. Staff is currently soliciting designs for a functional main lobby receptionist counter space with integrated work stations. The lobby area improvements are intended to provide better service to Montebello residents and visitors of City Hall while providing needed security, social distancing and access controls to the facility.

All proposed work and improvements to complete the Fire Administrative Office project and other proposed facility improvements will be contracted within the City's procurement guidelines identified in the City's Municipal Code and managed by the Building Division's administrative staff.

The City will also be working concurrently with Griffith Structures to assess the current space available and needs of the West Wing of City Hall. The completed assessment will guide staff in designing new modern and efficient office spaces for vital City Departments located in the West Wing of City Hall which include the Planning Department, Human Resources/IT Department, Finance Department and Public Works Department.

FISCAL IMPACT

On August 28, 2019, the City Council approved the FY 2019-20 CIP Budget. The FY 2019-20 CIP Budget expends former RDA excess Bond Proceeds to fund the improvements. Per the originating bond documents, City Hall is in the former RDA project area, allowing for expenditure of the excess bond proceeds on much needed deferred maintenance and repairs throughout the building. Staff have proposed improvements for Fire Administrative Offices and various other areas within the project area and this work does not require an additional appropriation of funds. Of the original amount of excess bond proceeds appropriated on August 28, 2019, there is slightly less than \$1.0 million for remaining project area projects.

As necessary, staff will bring back a plan to the City Council for alternative funding of the West Wing Reconfiguration Project after the completion of the study by Griffith Structures.

SUMMARY

The City Council is asked to consider authorizing the City Manager to move forward with the next phase of improvements by directing staff to continue with the outlined renovations and improvements of City Hall and other City facilities utilizing former RDA excess Bond funds previously approved by the City Council and approve contracts related to the construction and improvements within the extent of the City Manager's authority.

ATTACHMENTS

N/A

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Adopt a Resolution Designating Authorized Agents for the City of Montebello Authorizing Application to the Homekey Program Funding.**

DATE: August 12, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt the Authorizing Resolution from the State of California Department of Housing and Community Development (HCD) for the Notice of Funding Availability (“NOFA”), dated July 16, 2020, for the Homekey Program (“Homekey” or “Homekey Program”) and designate the City Manager and/or his designee as authorized agent(s) to execute applications on behalf of the City of Montebello for the purpose of obtaining purchasing, and/or rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing;
- 2) Authorize Staff to submit a Homekey Project Proposal on behalf of the City and to submit any subsequent documents and forms; and
- 3) Authorize Staff to submit the Authorizing Resolution to the Department of Housing and Community Development no later than September 29, 2020

BACKGROUND:

On July 16, 2020, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) making available \$600 million in grant funding to local public entities, including cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments within California. The Homekey Program is a statewide effort to rapidly sustain and expand housing for persons experiencing homelessness due to the COVID-19 pandemic. The COVID-19 pandemic has exacerbated existing community needs and inequalities. In

ADOPT A RESOLUTION DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO AUTHORIZING APPLICATION TO THE HOMEKEY PROGRAM FUNDING.

Page 2 of 3

many communities, homelessness continues to disproportionately be impacted by race. And other protected classes and persons experiencing homelessness are at increased risk of infection and death due to COVID-19, including but not limited to other co-morbidities and other complex health conditions.

The Homekey funding is \$550 million derived from the state's direct allocation of the federal Coronavirus Relief Fund (CRF) and \$50 million is state General Fund. The \$50 million in state General Fund money is intended to supplement the acquisition of, and provide initial operating subsidies for Homekey sites to promote Project feasibility. Accordingly HCD will use these monies to fund 24-month operating subsidies. Projects receiving an award from the state's direct allocation of the federal CRF must expend the funds by December 30, 2020.

As part of the City's efforts in addressing homelessness, as indicated in the City's "Plan to Prevent and Combat Homelessness (2018 - 2021)", the Homekey Program offers an opportunity to support the outlined goals and objectives, specifically as it relates to the following plan goals:

- Goal #3: Explore the Feasibility of Shelter Options and Services
 - Action 3A- Identify public and privately-owned sites for development of an emergency shelter and pursue funding for shelter development, operation, and services
- Goal #4: Promote the Development of Affordable Housing
 - Action 4A- Strengthen policies that facilitate the development of affordable, bridge, and supportive housing. Explore feasibility of developing or expanding
 - Action 4B- Pursue strategies that generate funding to develop affordable and supportive housing
 - Action 4C- Identify blighted or underutilized sites for affordable and supportive housing development

The HCD intends to partner with local entities that are awarded the funds to acquire and rehabilitate a variety of housing types, including (but not limited to) hotels, motels, vacant apartment buildings, and residential care facilities in order to serve people

ADOPT A RESOLUTION DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO AUTHORIZING APPLICATION TO THE HOMEKEY PROGRAM FUNDING.

Page 3 of 3

experiencing homelessness or who are also at risk of serious illness from COVID-19 and create interim or permanent, long-term housing to address the issues of homelessness.

If funded this provides an ongoing effort to ensure the safety and well-being of the community and its residents, especially those impacted by homelessness, and will address the prevention of homelessness. The adoption of this Resolution will ensure that the City will have the ability to seek funding to address the efforts stipulated in the “Plan to Combat and Prevent Homelessness” especially in this pandemic. The adoption of Montebello’s Authorization Resolution for the Homekey Program will allow the City to pursue state funding for the acquisition of property (and similar related activities), thereby streamlining the administration of the grant proposal.

The submittal of this Authorization Resolution is part of the initial process to actively seek grants made available through federal, state and county in addition to supporting the City’s Plan. Should the City be successful and receive grant funding, staff will return to City Council for any action that is required to appropriate the grant funds.

FISCAL IMPACTS:

This action does not have a fiscal impact. The Authorizing Resolution does state that the City is applying for grant funds in a total amount not to exceed \$2,500,000. Should the City be successful in receiving grant funding under the HomeKey Program, Staff will present subsequent agenda reports for City Council action to amend the adopted budget and appropriate funds received.

SUMMARY:

Upon approval of the recommended actions, staff will initiate and implement the HomeKey Program Grant Proposal due September 29, 2020 and will assess, estimate, plan and implement all related funding request processes under the Notice of Funding Availability (NOFA) of the HCD.

ATTACHMENTS:

- 1) Attachment A – Authorizing Resolution Form to the Homekey Program

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF CITY OF MONTEBELLO AUTHORIZING
APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:

A. The Department of Housing and Community Development (Department) has issued a Notice of Funding Availability ("**NOFA**"), dated July 16, 2020, for the Homekey Program ("**Homekey**" or "**Homekey Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)

B. City of Montebello ("**Applicant**") desires to apply for Homekey grant funds. Towards that end, Applicant is submitting an application for Homekey funds ("**Application**") to the Department for review and consideration.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program..

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the NOFA, dated July 16, 2020, and to apply for Homekey grant funds in a total amount not to exceed \$30,000,000. That amount includes \$~20,000,000 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and \$10,000,000 for a capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)).

SECTION 2. If the Application is approved, Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by December 30, 2020, and that any funds awarded for capitalized operating subsidies are spent by June 30, 2022.

SECTION 3. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$~20,000,000 any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

SECTION 4. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement

SECTION 5. René Bobadilla, City Manager [Arlene Salazar, Assistant City Manager,] is authorized to execute the Application and the Homekey Documents on behalf of Applicant for participation in the Homekey Program.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 7. This resolution shall become effective immediately upon its passage and adoption.

RESOLUTION NO. _____
Page 2 of 2

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020 by the following vote:

AYES: _____ NAYES: _____ ABSTAIN: _____ ABSENT: _____

The undersigned, Irma Barajas, City Clerk of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Authorization to enter into a Memorandum of Understanding with the City of Glendale to provide Radio Communications Support and Maintenance Services for the City of Montebello Fire Department Radio Network.

DATE: August 12, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a Radio Communication Support and Maintenance Services Memorandum of Understanding (MOU) with the City of Glendale, and;
- 2) Approve the MOU with the City of Glendale for the purpose of providing radio communications support and maintenance services for the City of Montebello radio network;
- 3) Authorize the total contract expenditures total not-to- exceed \$156,000 to account for additional radio repair and incidental repair services not covered in the MOU scope of work, and;
- 4) Take such additional, related, action that may be desirable

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. In 2003, the Montebello Fire Department joined its system with seven (7) other cities to create a Joint Powers Authority (JPA), which is now referred to as Inter-agency Communications Interoperability (ICI) System. This JPA created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

AUTHORIZATION TO ENTER IN TO A MEMORADUM OF UNDERSTANDING WITH THE CITY OF GLENDALE RADIO SHOP TO PROVIDE RADIO COMMUNICATIONS SUPPORT AND MAINTANANCE SERVICES FOR THE CITY OF MONTEBELLO FIRE DEPARTMENT’S RADIO NETWORK.

Page 2 of 3

In 2016, staffing in the Communication’s Division was reduced, requiring the need to transition to outside contract services. At that time a Request for Proposal (RFP) was issued to request Citywide Radio Shop Services for contracted services to support and maintain all Citywide services, including coverage and better service radio system access to nine (9) cities, seven (7) radio sites, two (2) dispatch consoles sites, and the City’s three (3) Fire Stations. The system continues the process of expanding to include additional cities into the system and provide a responsive radio communication for police, firefighters, paramedics and other emergency responders in Los Angeles County.

On February 27, 2020 the City issued a RFP for Citywide Radio Shop Services (Attachment B) requesting contracted services for support and maintenance to include the expansion of the additional cities. However careful internal review and planning consideration, the City will not selecting any of the proposals submitted by vendors for this RFP. And as part of the Fiscal Year 2020-21 the Fire Communication Division was reinstated due to its increased responsibilities, demand for services and need to increase coverage, therefore the adopted budget includes staffing and funding necessary to reinstate the Communication Division.

The adopted budget includes two (2.0) FTE positions: Telecommunications Manager and Telecommunications Supervisor, in addition to operating costs. The Fire Department is currently reviewing the program structure, management of communications services, and will conduct recruitments for the two positions. The staffing and management plan would bring oversight of critical emergency radio services “in-house” and offer efficiencies and cost savings by reducing outside contracted services.

In order to successfully re-establish the Communication’s Division, the staff has reached out to the City of Glendale to discuss their assistance to re-establish our program. Both Cities operate on the same radio network and both belong to Inter-agency Communications Interoperability (ICI) System. The complex nature Montebello’s radio infrastructure requires the expertise of personnel who have been trained, and are qualified to work on the system and operate within a municipal local government structure. The personnel from the City of Glendale Radio Shop meet all the necessary standards and qualifications to support, maintain and operate Montebello’s vast radio network. It is being proposed that the City of Glendale provide their radio network expertise to support and maintain Montebello’s radio network and infrastructure for up to twelve (12) months. The proposed Memorandum of Understanding (MOU) would be to provide support while Montebello’s Fire Department begins the process of recruitment and transition to an in-house communications management model.

AUTHORIZATION TO ENTER IN TO A MEMORADUM OF UNDERSTANDING WITH THE CITY OF GLENDALE RADIO SHOP TO PROVIDE RADIO COMMUNICATIONS SUPPORT AND MAINTANANCE SERVICES FOR THE CITY OF MONTEBELLO FIRE DEPARTMENT’S RADIO NETWORK.

Page 3 of 3

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The term of the proposed MOU is from September 1, 2020 - October 31, 2021 in the amount of a basic monthly fee of \$12,000 (\$144,000 annually), with a not-to-exceed amount of \$156,000 annually. The MOU (Attachment A) would cover all necessary services to continue operation of the City’s radio network. Sufficient funding exists for this agreement with the City of Glendale in the FY 2020-21 adopted budget.

As the City transitions from its previous third-party communications network vendor, savings from that contract will be utilized to pay for the City of Glendale MOU. No budget adjustments for FY 2020-21 are required at this time. The FY 2021-22 budget will include sufficient funding should it be necessary to continue the MOU with Glendale into next fiscal year.

SUMMARY

It is being requested that the City Council approve the proposed Memorandum of Understanding between the City of Glendale and the City of Montebello, and authorize the City Manager to take such additional, related action to execute the MOU.

Attachments: 1) **Attachment A**– The Memorandum of Understanding between the City of Glendale and the City of Montebello

 2) **Attachment B**– Request for Proposal (RFP) for Citywide Radio Services (February 2020)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF GLENDALE AND MONTEBELLO CITY**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), is made and entered into this _____ day of _____, 2020, by and between the City of Glendale, a municipal corporation ("Glendale"), and City of Montebello ("Montebello"), a municipal corporation. Glendale and Montebello are referred herein individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, Glendale is a public entity organized and existing pursuant to its Charter and the Constitution of the State of California; and

WHEREAS, Glendale Information Services Department operates an interoperable interagency communication system that is part of the Interagency Communications Interoperability ("ICI") System Joint Powers Authority, and desires to provide consulting services for the Montebello radio communication system on the terms and conditions provided in this Agreement; and

WHEREAS, Montebello is a public entity organized and existing pursuant to the Constitution of the State of California; and

WHEREAS, Montebello owns and operates an interoperable interagency communication system that is part of the ICI System Joint Powers Authority, and desires to retain consulting services for the maintenance of their radio system from Glendale; and

WHEREAS, Glendale is experienced in and knowledgeable concerning the operation of such an interoperable communication system.

NOW THEREFORE, the parties agree as follows:

1.0 TERM.

The term of this Agreement shall begin on the date set forth above, and shall continue for a period of six (6) months. By mutual agreement, this Agreement may be renewed for one (1) additional six-month (6-month) period, by providing written notice. Either Party, by notifying the other Party in writing, may upon sixty (60) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Glendale shall have the right and obligation to complete any unfinished work in progress. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by Montebello to Glendale within thirty (30) days following submission of a final statement by Glendale only for that work which has been completed leading up to the date of termination.

2.0 DESCRIPTION OF SERVICES.

2.1 Glendale operates a Motorola trunked radio system and has an existing internal organization capable of maintaining radio equipment on the ICI System radio system. Montebello is a member agency within the ICI System, and owns and operates a radio communication infrastructure, with Fire Department radio equipment, Police Department radio equipment, Public Works radio equipment, and Montebello Bus Lines radio equipment.

2.2 Scope of Work:

Glendale's Responsibilities: Glendale shall provide maintenance during regular business hours with the schedule based on the specific needs of the Equipment (as defined below) as determined by Glendale. In addition, Glendale shall provide unscheduled maintenance ("On-Call Service") as needed.

a) Glendale shall provide subject matter expertise, consultative advice, direction to third party vendors, and when deemed necessary on-site response to maintain and service the following list of Montebello equipment ("Equipment"):

1. Montebello's seven-site, twelve-channel Motorola ASTRO 25 Radio Communication System, conventional radio system assets, and associated FCC license renewals. The complete list of locations of Fire Stations, Dispatch Centers and Radio sites, is attached hereto as Exhibit A and incorporated herein by reference;
2. The Montebello Police Department dispatch console equipment;
3. Purchaser's radio communications subscriber equipment ("Subscribers"), the inventory of which is incorporated by reference;. Mobile radios must be installed according to manufacturer diagrams and instructions as well as industry best practices and Glendale guidance.
4. The Montebello Bus Line's radio communications equipment ("MBL Subscribers"), which shall be installed according to manufacturer diagrams and instructions as well as industry best practices and Glendale guidance. The point of demarcation is the ICI mobile radio and this contract does not include other transit communications equipment.

5. The Montebello Bus Line's dispatch console equipment ("MBL Consoles");
6. The Montebello-owned networking equipment operating in the ICI System Mutli-Protocol Label Switching ("MPLS") environment;
7. Microwave Radio Links connecting various Equipment locations
8. Leased Circuits related to the Radio System
9. Tenancy Agreements for Radio-Related Equipment Installed at Montebello-Owned or Controlled Locations
10. Radio System Physical Plant, which include the following, all of which must be maintained by Montebello's third-party vendors:
 - a. Equipment Shelters
 - b. Heating, Ventilation, and Air-Conditioning (HVAC) Systems
 - c. Back-up Power Generators
 - d. Infrastructure Battery Systems
 - e. Uninterruptable Power System (UPS) Devices
 - f. Physical and Electronic Security Systems
 - g. Antenna Support Structures (including towers and monopoles), Infrastrucure Antennas, Feedlines, and Lightning Protection Systems.
11. Fire station alerting equipment excluding Cradlepoint LTE devices and limited to diagnosis and vendor coordination, which include vendor coordination only, and all such maintenance must be completed by Montebello's third party vendor.
12. Fire vehicle intercom systems

Montebello's Responsibilities: Montebello shall be responsible for the following:

1. Montebello shall provide Glendale access to Montebello facilities, equipment, and passwords, including remote access.
2. Montebello shall purchase necessary consumables such as antennas, batteries, and audio accessories such as remote speaker-mics and surveillance kits.
 - a. Montebello shall establish procedures by which non-warranty factory repairs may be made to Montebello equipment.
 - b. Montebello shall engage a contractor to perform tower and antenna services.

- c. Montebello shall engage a contractor to perform vehicle installations.
 - d. Montebello shall engage a contractor to perform generator and power system maintenance and repairs.
 - e. Montebello shall engage a contractor to perform Heating, Ventilation, and Air-Conditioning (HVAC) maintenance and repairs.
 - f. Montebello shall engage a contractor to perform pest control services at radio system locations.
 - g. Montebello shall engage a contractor to perform physical site maintenance functions such as locksmithing, fence and gate repairs, and the like.
3. Montebello acknowledges that this arrangement is temporary and that it intends to hire permanent Montebello employees to fulfill the obligations set forth herein. Montebello agrees to begin its recruitment process immediately, and provide Glendale with an update of its hiring effort every two (2) months following the signing of this Agreement. Montebello agrees that it will not unduly delay such hiring process.

Service Hours: The services required of Glendale under this agreement shall be performed during the regular working hours of regular working days, consisting of 9:00 a.m. to 5:00 p.m., Monday through Thursday, excluding Federally recognized holidays and as determined by City of Glendale policy. Glendale shall use all reasonable efforts to provide resources needed for regular, non-emergency work during working hours in a timely manner. The Parties acknowledge that those who provide the services set forth herein may be unavailable to render those services when there are general system failures or other similar challenges which may occur simultaneously in both cities. Glendale personnel may be required to provide priority services to Glendale, then provide such services to Montebello as soon as practicable. For all service calls during business hours, Montebello shall call Glendale's main radio shop as follows: (818) 548-3733. For all service calls after business hours, Montebello shall call 818-550-6500 which forwards to the on-call technician. In addition, Montebello shall provide the email addresses of Montebello personnel to be made aware of the on-call technician contact information. Montebello agrees that calls for service outside the regular working hours shall be for emergencies only, and Glendale alone will determine the appropriate level of response

- 2.3 Exclusions: Items not covered under the Scope of Work, Section 2.2, are listed in Appendix D, attached hereto and incorporated herein by this reference.

3.0 COMPENSATION AND PAYMENT.

- 3.1 Montebello shall pay Glendale the rate of \$12,000 per month for the regular services to be performed under this Agreement during working hours, payable in two (2) equal installments of \$36,000, in advance. Payment of the charges shall be due within thirty (30) days of the date of the invoice.
- 3.2 In the event of "excessive service" requirements, the Parties shall agree to reconvene to determine fair and adequate compensation for the unusual and unexpected circumstance. Excessive service includes three (3) calls relating to the same issue, especially when Montebello has not implemented the remedy proposed by Glendale. Excessive service also includes services calls the response for which exceed twenty (20) hours of weekly, including travel time to and from Montebello. Glendale will endeavor to provide notice when the service calls have been deemed "excessive." In such circumstances, the Parties agree that Glendale may bill an additional fee of \$225 per hour. The Parties further agree that Glendale will be reimbursed for incidental expenses associated with performing the serves set forth herein; provided such incidental services are deemed reasonable under the circumstances per industry standards.

4.0 PROJECT MANAGEMENT.

Both parties shall appoint a project manager who shall have authority to authorize repairs and be available to meet on an as needed basis to coordinate, review and insure performance under this Agreement. Glendale's project manager is Gordon Arnold. Montebello's project manager is ____

5.0 [Left blank intentionally.]

6.0 PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE.

6.1 Montebello's Insurance Requirements:

- 6.1.1 As part of the consideration for this Agreement, Montebello agrees to purchase and maintain, at its sole cost and expense, during the term of this Agreement, the following insurance with an insurer qualified to do business in the State of California:

General liability insurance and property damage insurance in the amounts as follows: Combined limits of not less than one million dollars (\$1,000,000) per occurrence; one million dollars (\$1,000,000) aggregate of comprehensive general liability insurance, including bodily injury, accidental death, and property damages; and one million dollars

(\$1,000,000) per occurrence; one million dollars (\$1,000,000) aggregate of comprehensive automobile liability insurance, including bodily injury, accidental death, and property damage.

These coverages shall include extension of coverage to Glendale as an additional insured for Montebello's liabilities under this Agreement. Glendale, its officers, agents and employees shall be named as an additional insured on a separate endorsement. The certificate and endorsement shall require the insurance company to provide a minimum of thirty (30) days advance notice of cancellation, termination, or reduction of the policy.

6.1.2 If Montebello is self-insured, Montebello shall provide Glendale with written acknowledgment of this fact at the time of the execution of this Agreement. **If, at any time after the execution of this Agreement, Montebello abandons its self-insured status, Montebello shall immediately notify Glendale of this fact. Upon abandonment of Montebello's self-insurance status, Montebello shall be required to provide insurance coverage and certificates as outlined above.**

6.1.3 Workers' Compensation Insurance. At its own expense, Montebello shall obtain, pay for, and maintain for the duration of this Agreement:

(A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer's Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;

(2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

(C) Montebello shall provide Glendale with a "certificate of insurance" and a subrogation endorsement, "Waiver of Our Right to Recover From Others"—on forms satisfactory to Glendale's City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the

requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

(D) Glendale shall not be liable to Montebello's personnel, or anyone Montebello directly or indirectly employs or uses, or for any Glendale employee while performing duties for Montebello, for a claim at law or in equity arising out of Montebello's failure to comply with this Agreement's workers' compensation insurance requirements.

- 6.2 Primary and Noncontributory. All insurance policies and coverage acquired by Montebello shall extend to and protect Glendale to the fullest extent. The amount of such coverage, including excess and umbrella insurance, shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting Glendale. THE LIMITS AND COVERAGE OF THE INSURANCE OBTAINED BY MONTEBELLO SHALL IN NO WAY LIMIT THE LIABILITIES OR OBLIGATIONS ASSUMED BY MONTEBELLO.

7.0 INDEMNITY AND LIMITATION OF LIABILITY.

7.1 Montebello:

- 7.1.1 Montebello shall defend, indemnify and hold harmless Glendale, its officers, employees and/or agents, from and against any and all claims, demands, actions, causes of action proceedings, or lawsuits, (including, but not limited to, worker's compensation claims) for injuries or damages (including, but not limited to, costs and attorney's fees) allegedly occurring, resulting, or arising out of any act or omission of Montebello, its officers, employees and/or agents.

7.2 Glendale:

- 7.2.1 In recognition of the relative risks and benefits of the services provided herein to both Parties, the risks have been allocated such that Montebello agrees, to the fullest extent permitted by law, to limit the liability of Glendale and Glendale's officers, employees, and/or agents for any and all claims, losses, costs, damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of Glendale and Glendale's officers, employees, and/or agents shall not exceed Glendale's total fee for services rendered on this Agreement. It is intended that this limitation apply

to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, intentional misconduct, breach of contract, or any other claim whether in tort, contract or equity.

8.0 GENERAL PROVISIONS.

- 8.1 **Conflict of Interests.** Because both Parties are part of the same ICI System, a conflict may arise between the interests of Glendale and Montebello. If any such actual or potential conflict of interest arises under this Agreement, Glendale shall immediately inform Montebello in writing of such conflict. If in the reasonable judgment of either party such conflict poses a material conflict to and with the performance of Glendale's obligations under this Agreement, then either party may terminate the Agreement immediately upon written notice to the other. Such termination of the Agreement shall be effective upon the receipt of such notice by the other.
- 8.2 **Assignment.** Neither party shall assign, transfer or sell any of its rights or responsibilities under this Agreement. Any such purported assignment shall be void.
- 8.3 **Relation of the Parties.** The relationship of the Parties to this Agreement shall be that of independent contractor and that in no event shall Glendale be considered an officer, agent, servant or employee of Montebello. Glendale shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.
- 8.4 **Force Majeure.** If performance is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, labor condition, riot, war, act of public enemy, order or decree of any governmental agency or tribunal, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension; provided, however, that if such suspension continues for a period of one (1) year, then and in such event either party hereto shall have the option to terminate this Agreement by giving immediate written notice to the other party of the same. Should this Agreement be suspended pursuant to this paragraph, Montebello shall thereupon pay to Glendale any debt then owing to Glendale pursuant to this Agreement on the date of such suspension.

- 8.5 **Waiver; Remedies Cumulative.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 8.6 **Mitigation of Damages.** In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 8.7 **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of the Los Angeles County.
- 8.8 **Captions.** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.9 **Authorization.** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.10 **Entire Agreement Between Parties.** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.11 **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining

provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- 8.12 **Notices.** For the purpose of notifying or contacting the other party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, by United States mail, first class postage prepaid, addressed as follows:

City of Glendale
Attn. Chief Information Officer
[INSERT MISSING INFORMATION]
Glendale, CA 91206

City of Montebello
Attn. Fire Chief - Montebello Fire Department
600 N. Montebello Blvd.
Montebello, CA 90640

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other party in writing.

In recognition of the obligations stated in this Agreement, the parties have executed this agreement on the date indicated above.

CITY OF GLENDALE:
("GLENDALE")

By _____

Name: _____

Title: _____

CITY OF MONTEBELLO:
("MONTEBELLO")

By _____

Name: _____

Title: _____

Appendix D - Exclusions

1. Specific Exclusions

1. Firehouse" Records Management System (RMS) server, including connectivity to the Verdugo Fire Communications Center server.
2. Mobile Computer Terminals (MCTs)
3. Public Address ("PA") systems including overhead and outside speakers unrelated to fire station alerting.
4. ASTRO25 mobile and portable radios including but not limited to XTL1500, XTL5000, and XTS5000 models.
5. FCC licensing outside of routine renewals.
6. Montebello's Motorola RD-LAP Mobile Data System
7. Access Control Systems beyond contact closures provided by the Radio System
8. Transit Communication Systems beyond the two-way mobile radio.
9. Other Electronic Equipment Not Related to the Radio System

Exhibit XX (Locations)

1. Montebello Radio Sites

Site Name	Site Address	Latitude	Longitude
FS56 (Montebello)	1166 S Greenwood Ave, Montebello CA	33° 59' 28.00" N	118° 07' 13.20" W
FS78 (Vernon)	2800 S Soto St, Vernon CA	34° 00' 42.21" N	118° 13' 07.40" W
Garvey Reservoir	Orange & Tegner, Monterey Park CA	34° 02' 51.58" N	118° 06' 45.59" W
Montebello Reservoir	1343 N Montebello Blvd, Montebello CA	34° 01' 57.00" N	118° 05' 53.00" W
Quiet Canyon	901 Via San Clemente, Montebello CA	34° 01' 40.00" N	118° 07' 58.30" W
Santa Fe Springs	12636 Emmens Way, Santa Fe Springs CA	33° 56' 12.00" N	118° 03' 46.20" W
Starlight Reservoir	12641 Carinthia Dr, Whittier CA	33° 59' 53.00" N	118° 02' 12.20" W

2. Montebello Dispatch Console Sites

Site Name	Site Address	Latitude	Longitude
Montebello Police	1600 W Beverly Blvd, Montebello CA	34° 01' 15.90" N	118° 06' 58.50" W
Montebello Transit	400 S Taylor Ave, Montebello, CA 90640	34° 00' 25.00" N	118° 06' 53.20" W

3. Montebello Fire Stations

Fire Station	Site Address	Latitude	Longitude
Station 55	600 N Montebello Blvd, Montebello CA	34° 01' 08.93" N	118° 06' 18.67" W
Station 56	1166 S Greenwood Ave, Montebello CA	33° 59' 28.00" N	118° 07' 13.20" W
Station 57	2950 W Via Acosta, Montebello CA	34° 01' 26.17" N	118° 08' 05.95" W

**CITY OF MONTEBELLO
REQUESTS FOR PROPOSALS**

February 27, 2020

CITYWIDE RADIO SHOP SERVICES
FOR
CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: March 16, 2020

City of Montebello

Fire Department

www.cityofmontebello.com

BACKGROUND, PROJECT DESCRIPTION AND SCOPE OF SERVICES

The City of Montebello Fire Department has operated a trunked radio system for approximately twenty years, utilizing four radio towers, and eventually providing services to all City Departments. This System was maintained and serviced by an in-house Communications Division staffed by five personnel. In 2010, the City of Montebello enacted a workforce reduction reducing the Communications Division to one person. In 2016, the City of Montebello discontinued staffing the Communications Division, which was responsible for the Citywide Radio Shop, and transitioned to contract services.

The City of Montebello radio system is now a twelve channel, P-25 digital radio system, with interoperability with the Interagency Communications Interoperability (ICI) System, with nine radio sites, located in five cities, with direct services to six agencies and three disciplines, with over 1500 subscribers and an estimated 20 consoles. As one of the original eight entities to participate in the creation of the ICI System in 2003, the City of Montebello maintains a seat on the governance board of the joint powers agency (JPA).

The nine radio sites are located in Montebello, Whittier, Santa Fe Springs, Vernon, and Monterey Park. The six agencies served include, but are not limited to the City of Montebello, City of Downey, City of Vernon, City of Whittier, City of El Monte, and the Montebello Unified School District. Currently, there are police, fire and transportation agencies operating on the City of Montebello Radio System.

The Fire Department has approximately twenty vehicles with mobile data terminal computers and mobile radios, and three fire stations, and approximately ninety portable radios. The fire stations are being provided with station alerting from WestNet. The Police Department has approximately forty vehicles with mobile data terminal computers and mobile radios, and one police dispatch center with seven consoles, and approximately two hundred portable radios. Furthermore, the Transportation Department has approximately ninety vehicles with mobile radios and a transit dispatch with two consoles, and about twenty portable radios. In addition, there are approximately thirty additional mobile radios assigned to vehicles among the Public Works/Streets, Park Rangers, and Golf Course Divisions and approximately one hundred portable radios. All equipment owned by the City of Montebello is Motorola branded for continuity and consistency.

The Project is to maintain and serve all the existing radio sites, shelters and towers, and their related or respective equipment including but not limited heating ventilation and air

conditioning (HVAC) equipment, generators, electrical, power including back up battery systems, structural integrity including roofing, vegetation management, access control, environmental monitoring, and system connectivity (fiber optic). Each tower is to be maintained by removing old and obsolete equipment, and provide loading studies, and equipment replacement plans. Weekly inspections of each site will be required, in order to maintain operational capability.

Maintenance of frequency licensing shall be addressed as needed, as well as modifications to existing frequency licenses related to increasing the system capability.

The fire station WestNet system shall be maintained and serviced, and extended as requested, requiring the respondent to be a licensed WestNet provider. Until the WestNet system is fully operational, the existing legacy system shall be maintained for operational capability of the Fire Department.

All mobile data terminal computers, mobile radios, portable radios, and emergency vehicle lighting shall be maintained to full operational capability, including but not limited to repairing, servicing, programming, and purchasing of equipment necessary to maintain the operation and response capability of all fire, police and transportation equipment.

The consoles at the Police Department and Bus Line shall be maintained and repaired to maintain connectivity to the system, including but not limited to daily inspections, servicing and testing.

Attendance at weekly meetings with the Fire Department, and monthly meetings with the Technical and Operational Committees, and the Governance Board Meetings of the ICI System JPA is also required. In addition, attendance at the City of Montebello City Council Meeting on the second and fourth Wednesday of the month will be required on an as needed basis. Attendance at the Verdugo Fire Communications Center (VFCC) Monthly Task Force Meeting is also required.

Annual physical inventory shall be expected, and reported to the appropriate personnel in the Finance Department, and the respective Departments. Annual grant audit participation is required with all grant purchased equipment.

CITY OF MONTEBELLO-RFP FOR CITYWIDE RADIO SHOP SERVICES

Due to the need to remedy all communications problems as effectively and efficiently, and attention to time, the respondent will be required to have on call personnel capable of arrival within fifteen minutes, and twenty-four monitoring of the system infrastructure.

This Project is to provide the maintenance agreement for three years, with two one year extensions, for a total of five years.

PROPOSAL FORMAT AND CONTENT

The proposal should be responsive, concise, and free of jargon to the extent possible, and should conform to the following order and content.

Section 1 Cover Letter

The cover letter shall be used to identify the respondent, their name and contact information, and information relative to their introduction. Provide office location and staffing which will be allocated to be providing services to the City.

Section 2 Description of Respondent

The description of the respondent shall explain the overall team and approach, methods and strategies for providing the requested services (refer to Scope of Work).

Section 3 Budget

The pricing for the delivery of services, including breakdown of additional services.

Section 4 Organization Chart

Provide an organization chart with names and areas of responsibility for each principle and manager, with resumes, as well as support personnel.

Section 5 Experience and References

Provide at least three agencies or companies that you have provided similar services for within the last five years, and provide a contact name, telephone number and electronic mail address.

SELECTION PROCESS AND CRITERIA

Step 1 Proposal Reviews

Upon receiving the proposals by the deadline, each consultant packet will be evaluated by the Fire Department personnel, for completeness and the best-qualified consultants will be invited to participate in the selection process and subsequent interview.

The selection process will evaluate the packets based upon:

- Completeness of consultant packets (15% weighted)
- Qualifications of consultants (15% weighted)
- Performance of consultants (40% weighted)
- Experience of consultants (15% weighted)
- References of consultants (15% weighted)

The cost-effectiveness of the consultants will be considered, but not weighted.

Step 2 Interviews

The interviews will take place the week of March 23, 2020. They will be scheduled based upon the performance of the proposal review.

Step 3 Agreement

An agreement will be drafted for the parties to negotiate the precise responsibilities, terms, and payments, and other City requirements.

Step 4 Approval

Upon completion of the agreement, the City Council will be presented with the preferred consultant and their respective agreement for approval and execution by the City Manager. This will tentatively be presented at the City Council Meeting on April 22, 2020.

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. The format shall be in PDF. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

DATE OF SOLICITATION: Thursday, February 27, 2020

MANDATORY PRE-PROPOSAL MEETING: Monday, March 05, 2020, at 9:00 a.m., at 600 North Montebello Boulevard, Montebello.

SUBMITTAL DUE DATE: Monday, **March 16, 2020, at 5:30 p.m.** (“deadline”), either via electronic mail, via parcel, in person, or via the PlanetBids vendor portal. If submitted via electronic mail, place “CITYWIDE RADIO SHOP SERVICES” in the subject line, and no physical copy would be required. If submitted via parcel or in person, place one copy of the submittal with “CITYWIDE RADIO SHOP SERVICES” on the exterior of the sealed envelope or package. The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposals. Postmarks are not acceptable. All submittals must be received on or before the deadline.

ANTICIPATED AWARD DATE: Thursday, April 09, 2020

ANTICIPATED COMMENCEMENT DATE: Friday, May 01, 2020

PROPOSAL CONTACTS:

Any questions and/or correspondence concerning this RFP must be submitted in writing to the PlanetBids vendor portal or to the contact:

CONTACT:

Name: City of Montebello-Fire Department
Address: 600 North Montebello Boulevard
Montebello, California 90640
Contact: Kurt Johnson, Assistant Fire Chief, Fire Department
Contact Phone: (323) 887-4525
Contact E-Mail: kjohnson@cityofmontebello.com

GENERAL TERMS AND PROVISIONS

Contract Documents:

A Draft Standard Agreement is attached herewith and shall be agreed to by the successful Bidder. The Agreement entered into by the parties shall consist of the final Citywide Radio Shop Services Agreement ("Agreement"), the Request for Proposals, the signed proposal submitted by the Contractor 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 all of which shall be referred to collectively as the "Contract Documents."

Contract Modification and Amendment:

The parties may adjust the specific terms of the final Agreement where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the selected Bidder must be in writing to the City. Any agreed upon modification or amendment must be in writing approved by the City Manager and or his/her designee, and signed by both parties.

Agreement Terms:

The Agreement term shall be for a period of 3 years. At the conclusion of the 3-year Agreement, the City may extend the Agreement for up to 2 additional 1-year periods.

Agreement Administration:

The Fire Chief, and/or his designee, shall be the City's authorized representative in all matters pertaining to the administration of the Agreement.

Insurance:

Selected Bidder shall provide a certificate or will-serve letter indicating that they will be issued a policy or policies of insurance in the following types and amounts:

- (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) minimum combined single limits of **One Million Dollars and Zero Cents** (\$1,000,000) per occurrence and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of Services under this Agreement;
- (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) with minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per accident for bodily injury and property damage covering any vehicle; and
- (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (EL) with a minimum limit of **One Million Dollars and Zero Cents** (\$1,000,000) per accident or the amount required by law, whichever is greater.
- (4) *Maintenance Liability.* If applicable, selected bidder shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall have minimum combined single limits coverage of **One Million Dollars and Zero Cents** (\$1,000,000) per claim and **Two Million Dollars and Zero Cents** (\$2,000,000) aggregate, on a form approved by the City Attorney.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to City.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Contractor's performance of Services under this Agreement

The insurer shall agree to waive all rights of subrogation against City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policies which arise from work performed by the Contractor. The policies shall contain a waiver of subrogation in favor of City.

Except for professional liability and workers' compensation policies, the insurance policies shall state that insurance coverage shall be primary insurance as respects City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to City—unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its directors, officials, officers, employees, agents and volunteers; (3) include a description of operations; and (4) list the Certificate Holder as "City of Montebello."

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City, its directors, officials, officers, employees, agents and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

Costs:

The City assumes no responsibility for any costs incurred by a respondent in the preparation and/or presentation of a proposal in the response to this requires.

Rights:

The City reserves the right to reject any or all proposals received or request additional information from any or all of the consultant respondents, in order to ascertain the qualifications of the respondent for the requested service.

Completeness:

To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the respondent authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the respondent for a period to extend until June 30, 2020.

Ownership:

All documents prepared by the respondents under this request shall become the property of the City upon receipt of the City.

Public Records Act:

Responses to this RFP become the exclusive property of the City and may be subject to the California Public Records Act. Those elements, if any, in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure.

It is the responsibility of each Bidder to clearly identify information in their proposal that it considers to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by a law or by an order of a Court.

Bidders that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

Award Protest:

The final award of the contract shall be made by the City Council, and is final and may not be appealed or be subject to the protest provisions of the public bidding statutes. The City may consider any award upon a finding of good cause at its sole discretion.

Communication with the City:

It is the responsibility of each Bidder to inquire about any requirement of this RFP that the Bidder does not understand. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be submitted via Addendum and posted on the City website with the original FRP. The City will not be bound by oral responses to inquiries or written responses other than addenda.

Address all inquiries via PlanetBid, or by emailing Kurt Johnson, Assistant Fire Chief, Fire Department, kjohnson@cityofmontebello.com

Withdrawal of Proposals:

A proposal may be withdrawn by the Bidder prior to the date and time for submittal or proposals, by means of a written request signed by the Bidder by and through its properly authorized officer or through PlanetBid.

Proposal Understanding:

Bidder shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing themselves with respect to any and all conditions, which may in any way affect their proposals, or the performance of the Services in the event the Bidder is selected.

By submitting their proposals, Bidder agree and assure that the proposal terms and conditions and Contract provisions are adequate and acceptable, and each Bidder accepts the terms and conditions in the Contract Documents as defined below and indicate their ability to perform the services under such terms and conditions by submission of their proposals. Any exceptions should be noted in each Bidder's response or proposal.

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. 1494, consisting of 22 pages, and including**

**Warrant No. 589390 through 589890;
Warrant No. 1018 through Warrant No. 1020**

**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 12th DAY OF AUGUST, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
589370	06/24/2020	(\$6,700.00)	VOIDED	2861	JOSE L. GARCIA/AAA SUSPENDED CEILING
589371	06/24/2020	\$9,196.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589372	06/24/2020	\$4,341.70	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589373	06/24/2020	\$7,803.49	UTILITY SERVICES	39550	AT&T
589374	06/24/2020	\$316.55	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
589375	06/24/2020	\$7,427.96	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
589376	06/24/2020	\$108.88	PREVENTIVE MAINTENANCE	70140	GNA-BROOK FIRE PROTECTION, INC.
589377	06/24/2020	\$7,040.00	CONTRACT SERVICES	2793	IBE DIGITAL
589378	06/24/2020	\$107,026.48	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR, INC.
589379	06/24/2020	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
589380	06/24/2020	\$13,000.00	HVAC MAINTENANCE	2152	JOHNSON CONTROLS, INC.
589381	06/24/2020	\$3,830.00	ELECTRICAL SERVICES	2156	LEED ELECTRIC INC.
589382	06/24/2020	\$16.02	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
589383	06/24/2020	\$2,400.00	SMOKE DETECTORS	47110	LM SYSTEMS
589384	06/24/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
589385	06/24/2020	\$47.33	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589386	06/24/2020	\$981.12	CONTRACT SERVICES	2544	CITY OF MONTEBELLO - RECREATION DEPARTMENT
589387	06/24/2020	\$855.63	SUPPLIES	3280	MONTEBELLO CITY TRANSIT
589388	06/24/2020	\$930.78	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
589389	06/24/2020	\$617.67	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589390	06/24/2020	\$28,348.83	20/21 DUES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
589391	06/24/2020	\$542,956.26	CONTRACT SERVICES	20770	SEQUEL CONTRACTORS. INC.
589392	06/24/2020	\$2,351.88	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
589393	06/24/2020	\$6,786.00	PREPAID EXPENSES	11560	SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589394	06/24/2020	\$1,346.25	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589395	06/24/2020	\$166.17	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589396	06/24/2020	\$306.60	SUPPLIES	65	SPECIAL SERVICES GROUP, LLC
589397	06/24/2020	\$7,483.76	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
589398	06/24/2020	\$1,680.00	CONTRACT SERVICES	2786	UL VERIFICATION SERVICES INC.
589399	06/24/2020	\$1,150.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
589400	06/24/2020	\$2,490.00	TRAVEL & MEETINGS	11430	UNIVERSITY OF THE PACIFIC
589401	06/24/2020	\$3,810.60	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
589402	06/24/2020	\$1,697.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
589403	06/24/2020	\$6,700.00	BUILDING IMPROVEMENTS	2861	JOSE L. GARCIA/AAA SUSSPENDED CEILINGS
589404	06/25/2020	\$247.47	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
589405	06/25/2020	\$1,500.00	FUNDING ADMIN & LABOR COMPLIANCE	38010	ADVANCED AVANT-GARDE CORPORATION
589406	06/25/2020	\$576.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
589407	06/25/2020	\$12,950.00	CONTRACT SERVICES	2859	CASTLEROCK ENVIRONMENTAL, INC.
589408	06/25/2020	\$10,000.50	CONTRACT SERVICES	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
589409	06/25/2020	\$686.54	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
589410	06/25/2020	\$4,418.85	CONTRACT SERVICES	26110	COMPRESSED AIR SPECIALTIES, INC.
589411	06/25/2020	\$2,051.25	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
589412	06/25/2020	\$193,734.92	CONTRACT SERVICES	57890	GENTRY BROTHERS, INC
589413	06/25/2020	\$5,843.25	BUILDING IMPROVEMENTS	2728	H & V CUSTOM OFFICE CUBICLES CORP.
589414	06/25/2020	\$4,629.41	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC.
589415	06/25/2020	\$5,000.00	CONTRACT SERVICES	16520	I.D.R., INC.
589416	06/25/2020	\$3,042.82	SUPPLIES	26670	LIFE-ASSIST, INC.
589417	06/25/2020	\$7,530.95	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
589418	06/25/2020	\$740.24	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589419	06/25/2020	\$59,600.96	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589420	06/25/2020	\$460.01	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
589421	06/25/2020	\$140.83	SUPPLIES	15620	OFFICE DEPOT
589422	06/25/2020	\$285.00	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
589423	06/25/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589424	06/25/2020	\$30,979.00	FURNITURE	2916	QUALITY FIRST WOODWORKS, INC.
589425	06/25/2020	\$204.95	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589426	06/25/2020	\$1,150.00	CONTRACT SERVICES	385	DANIEL SIFUENTES
589427	06/25/2020	\$114.97	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
589428	06/25/2020	\$3,011.25	SUPPLIES	2573	TELEFLEX LLC
589429	06/25/2020	\$1,000.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
589430	06/25/2020	\$734.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
589431	06/25/2020	\$647.78	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
589432	06/25/2020	\$578.16	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
589433	06/25/2020	\$1,140.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
589434	06/25/2020	\$2,595.81	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER CORPORATION
589435	06/25/2020	\$506.81	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S
589436	06/30/2020	\$25,584.45	MACHINERY & EQUIPMENTS	1670	ADAMSON POLICE PRODUCTS
589437	06/30/2020	\$67,060.26	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589438	06/30/2020	\$1,129.54	CONTRACT SERVICES	423	AIR EXCHANGE, INC.
589439	06/30/2020	\$1,718.08	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589440	06/30/2020	\$1,979.00	BUILDING IMPROVEMENTS	1237	AZTECA LANDSCAPE
589441	06/30/2020	\$891.17	MACHINERY & EQUIPMENTS	45580	BISHOP SUPPLY COMPANY, INC.
589442	06/30/2020	\$21,061.59	WATER SERVICE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
589443	06/30/2020	\$717.13	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589444	06/30/2020	\$774.69	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES
589445	06/30/2020	\$400.99	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES
589446	06/30/2020	\$419.39	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES
589447	06/30/2020	\$259.84	LEASE PAYMENT	8360	DEPARTMENT OF MOTOR VEHICLES
589448	06/30/2020	\$120.00	CONTRACT SERVICES	41130	MIHM INC.
589449	06/30/2020	\$11,648.32	CONTRACT SERVICES	2654	GOLDEN STAR TECHNOLOGY, INC.
589450	06/30/2020	\$131,140.98	TAYLOR RANCH GREENSPACE	2815	GREEN GIANT LANDSCAPE INC.
589451	06/30/2020	\$1,073.00	BUILDING IMPROVEMENTS	2942	JAIRO ZABALETA
589452	06/30/2020	\$1,006.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
589453	06/30/2020	\$21,565.82	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
589454	06/30/2020	\$560.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY
589455	06/30/2020	\$464.72	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
589456	06/30/2020	\$38,200.53	STREET SWEEPING	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589457	06/30/2020	\$29,818.46	CONTRACT SERVICES	2687	PRESIDIO HOLDINGS INC.
589458	06/30/2020	\$1,100.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
589459	06/30/2020	\$448.50	CONTRACT SERVICES	2925	R-DOORS, INC.
589460	06/30/2020	\$62.52	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO.
589461	06/30/2020	\$137.44	CONTRACT SERVICES	36350	SHRED-IT USA
589462	06/30/2020	\$82,084.29	CONTRACT SERVICES	2361	SIEMENS MOBILITY
589463	06/30/2020	\$4,135.72	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
589464	06/30/2020	\$1,500.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
589465	06/30/2020	\$16,225.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
589466	06/30/2020	\$345.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
589467	06/30/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
589468	06/30/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589469	06/30/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589470	06/30/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589471	06/30/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589472	06/30/2020	\$5,420.26	UTILITY SERVICES	39550	AT&T
589473	06/30/2020	\$54.17	UTILITY SERVICES	39550	AT&T
589474	06/30/2020	\$1,059.91	UTILITY SERVICES	38380	AT&T
589475	06/30/2020	\$32.47	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
589476	06/30/2020	\$1,374.77	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589477	06/30/2020	\$1,049.38	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589478	06/30/2020	\$794.70	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589479	06/30/2020	\$767.57	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589480	06/30/2020	\$767.57	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589481	06/30/2020	\$767.57	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589482	06/30/2020	\$474.92	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
589483	06/30/2020	\$7,290.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
589484	06/30/2020	\$17,692.94	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589485	06/30/2020	\$18,364.69	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589486	06/30/2020	\$3,482.39	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589487	06/30/2020	\$3,854.33	UTILITY SERVICES	526	T-MOBILE USA, INC.
589488	06/30/2020	\$728.41	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
589489	06/30/2020	\$472.48	UTILITY SERVICES	23610	VERIZON WIRELESS
589490	07/01/2020	\$29,866.58	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
589491	07/01/2020	\$164.50	REFUND	2943	ROXANNE ALVARADO
589492	07/01/2020	\$2,977.11	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589493	07/01/2020	\$49.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589494	07/01/2020	\$4,939.00	CONTRACT SERVICES	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
589495	07/01/2020	\$1,095.00	SUPPLIES	2941	CONVEYOR MANUFACTURING & SERVICE INC.
589496	07/01/2020	\$1,298.30	SUPPLIES	26080	L. N. CURTIS & SONS
589497	07/01/2020	\$188.15	SUPPLIES	8360	DEPARTMENT OF MOTOR VEHICLES
589498	07/01/2020	\$120.00	CONTRACT SERVICES	41130	MIHM INC.
589499	07/01/2020	\$135.85	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO.
589500	07/01/2020	\$102.57	SUPPLIES	1252	EVIDENT, INC.
589501	07/01/2020	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
589502	07/01/2020	\$8.75	UNIFORM EXPENSE	55650	GALLS, LLC
589503	07/01/2020	\$1,440.12	SERVICE	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
589504	07/01/2020	\$38.33	SUPPLIES	2763	INSIGHT PUBLIC SECTOR, INC.
589505	07/01/2020	\$64,078.25	CONTRACT SERVICES	2892	KTU & A
589506	07/01/2020	\$3,680.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
589507	07/01/2020	\$1,942.64	SUPPLIES	26670	LIFE-ASSIST, INC.
589508	07/01/2020	\$92.10	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
589509	07/01/2020	\$305.04	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
589510	07/01/2020	\$10,152.96	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
589511	07/01/2020	\$53.78	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589512	07/01/2020	\$5,593.94	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
589513	07/01/2020	\$342.68	CONTRACT SERVICES	42040	MONTEBELLO GLASS & MIRROR CO.
589514	07/01/2020	\$1,748.00	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
589515	07/01/2020	\$367.22	SUPPLIES	15620	OFFICE DEPOT
589516	07/01/2020	\$1,158.00	CONTRACT SERVICES	26460	ORBIT RENTALS, INC.
589517	07/01/2020	\$16,162.49	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
589518	07/01/2020	\$13,812.50	CONTRACT SERVICES	2687	PRESIDIO HOLDINGS INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589519	07/01/2020	\$105.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589520	07/01/2020	\$1,292.10	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
589521	07/01/2020	\$1,860.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
589522	07/01/2020	\$1,995.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
589523	07/01/2020	\$407.34	ADVERTISING/PRINTING SERVICES	317	ROAD AMERICA, INC.
589524	07/01/2020	\$1,440.00	REFUND	2947	OMAR MEZA ROMERO
589525	07/01/2020	\$11,369.01	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
589526	07/01/2020	\$1,620.00	GENERAL GOVERNMENT	2946	ARTURO SAMPERIO
589527	07/01/2020	\$1,081.05	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP.
589528	07/01/2020	\$369,622.06	CONTRACT SERVICES	20770	SEQUEL CONTRACTORS. INC.
589529	07/01/2020	\$13,000.00	CONTRACT SERVICES	2898	TATUM HILL CONSTRUCTION
589530	07/01/2020	\$951.31	SUPPLIES	43230	SIRCHIE ACQUISITION COMPANY, LLC
589531	07/01/2020	\$845.51	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
589532	07/01/2020	\$1,800.00	CONTRACT SERVICES	2146	SPORTS FACILITIES GROUP, INC.
589533	07/01/2020	\$1,883.40	SUPPLIES	2073	STOVER SEED COMPANY
589534	07/01/2020	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
589535	07/01/2020	\$275.00	REFUND	395	MARIA TERESA VASQUEZ
589536	07/02/2020	\$585.76	UTILITY SERVICES	38380	AT&T
589537	07/02/2020	\$160.51	UTILITY SERVICES	39550	AT&T
589538	07/02/2020	\$308,728.00	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISESATHENS
589539	07/02/2020	\$64.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589540	07/02/2020	\$3,153.73	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589541	07/02/2020	\$554.68	SUPPLIES	425	JOSEPH M . SEPULVEDA/CENTRAL SUPPLY INTERNATIONAL
589542	07/02/2020	\$984.97	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
589543	07/02/2020	\$650.00	CONTRACT SERVICES	34230	PHIL CULBERTSON



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589544	07/02/2020	\$34,163.23	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
589545	07/02/2020	\$3,108.60	SUPPLIES	70920	DECALS BY DESIGN, INC.
589546	07/02/2020	\$14,980.01	TRANSIT CHARGES FOR SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
589547	07/02/2020	\$118.00	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
589548	07/02/2020	\$2,198.11	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
589549	07/02/2020	\$1,200.00	CONTRACT SERVICES	2295	RG PACIFIC LLC.
589550	07/02/2020	\$113,192.96	FUEL INVENTORY	1059	AMBER RESOURCES LLC
589551	07/02/2020	\$1,288.34	SUPPLIES	1933	STRICTLY TECHNOLOGY LLC.
589552	07/06/2020	\$6,024.29	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
589553	07/09/2020	\$9,361.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589554	07/09/2020	\$15,035.10	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
589555	07/09/2020	\$78,652.10	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589556	07/09/2020	\$8,724.79	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
589557	07/09/2020	\$77,949.09	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589558	07/09/2020	\$1,595.14	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
589559	07/09/2020	\$541.23	UTILITY SERVICES	23610	VERIZON WIRELESS
589560	07/09/2020	\$53.65	UTILITY SERVICES	23610	VERIZON WIRELESS
589561	07/09/2020	\$2,272.92	UTILITY SERVICES	23610	VERIZON WIRELESS
589562	07/09/2020	\$1,993.68	UTILITY SERVICES	23610	VERIZON WIRELESS
589563	07/09/2020	\$1,269.37	UTILITY SERVICES	23610	VERIZON WIRELESS
589564	07/09/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
589565	07/09/2020	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
589566	07/09/2020	\$1,161.95	UTILITY SERVICES	23610	VERIZON WIRELESS
589567	07/09/2020	\$3,156.28	UTILITY SERVICES	23610	VERIZON WIRELESS
589568	07/09/2020	\$11,885.00	CONTRACT SERVICES	1662	A-1 BUILDING & FENCE MATERIAL, INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589569	07/09/2020	\$13,513.51	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
589570	07/09/2020	\$144.00	MONITORING SERVICES-TRANSIT	1352	ADR SECURITY SYSTEMS, INC.
589571	07/09/2020	\$1,429.00	BUILDING IMPROVEMENTS	37720	ADVANCED APPLIED ENGINEERING, INC.
589572	07/09/2020	\$685.52	UTILITY SERVICES	2257	AIRESPRING INC.
589573	07/09/2020	\$2,258.40	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES, INC.
589574	07/09/2020	\$4,435.85	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
589575	07/09/2020	\$292.92	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
589576	07/09/2020	\$3,210.12	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
589577	07/09/2020	\$1,070.00	MAINTENANCE RENEWAL	61240	CARD INTEGRATORS CORPORATION
589578	07/09/2020	\$136.80	QUARTER FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
589579	07/09/2020	\$96.00	FINGER PRINTS APPS	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
589580	07/09/2020	\$132.00	CONTRACTORS	2662	CHERYL GAUTHIER
589581	07/09/2020	\$105.51	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589582	07/09/2020	\$22,533.20	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
589583	07/09/2020	\$5,312.98	CONTRACT SERVICES	70920	DECALS BY DESIGN, INC.
589584	07/09/2020	\$277.72	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
589585	07/09/2020	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
589586	07/09/2020	\$724.36	BUILDING IMPROVEMENTS	40920	DIAMOND ENVIRONMENTAL SERVICES
589587	07/09/2020	\$1,880.00	REFUND	2959	CLAUDIA DIAZ
589588	07/09/2020	\$6,290.00	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
589589	07/09/2020	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
589590	07/09/2020	\$260.17	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
589591	07/09/2020	\$10,746.92	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING, INC.
589592	07/09/2020	\$200.00	PARAMEDIC REIMBURSEMENT	6260	CARLOS GARCIA
589593	07/09/2020	\$956.53	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589594	07/09/2020	\$19,875.00	CONTRACT SERVICES	2910	HAZELRIGG CLAIMS MANAGEMENT SERVICES
589595	07/09/2020	\$34.34	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
589596	07/09/2020	\$243.68	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
589597	07/09/2020	\$980.23	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
589598	07/09/2020	\$98.80	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
589599	07/09/2020	\$2,395.44	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR, INC.
589600	07/09/2020	\$3,864.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
589601	07/09/2020	\$547.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
589602	07/09/2020	\$5,309.38	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
589603	07/09/2020	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
589604	07/09/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
589605	07/09/2020	\$401.91	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589606	07/09/2020	\$261.49	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
589607	07/09/2020	\$885.97	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
589608	07/09/2020	\$61,690.69	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589609	07/09/2020	\$517.65	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
589610	07/09/2020	\$5,200.00	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
589611	07/09/2020	\$1,402.29	SUPPLIES	15620	OFFICE DEPOT
589612	07/09/2020	\$703.39	FUEL	19700	SYNCHRONY BANK
589613	07/09/2020	\$32.75	UTILITY SERVICES	100	PICO WATER DISTRICT
589614	07/09/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589615	07/09/2020	\$29,250.00	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
589616	07/09/2020	\$1,077.13	SUPPLIES	45960	R & R PRODUCTS, INC.
589617	07/09/2020	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
589618	07/09/2020	\$70.00	POLICE CITATION	2951	MITCHELL SAKADO



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589619	07/09/2020	\$224.28	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
589620	07/09/2020	\$1,981.26	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
589621	07/09/2020	\$180.00	DUES & SUBSCRIPTIONS	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
589622	07/09/2020	\$933.05	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
589623	07/09/2020	\$4,240.00	CONTRACT SERVICES	74560	TARGETSOLUTIONS, LLC.
589624	07/09/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
589625	07/09/2020	\$1,593.98	SUPPLIES	59290	UNIVAR USA INC.
589626	07/09/2020	\$445.67	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
589627	07/09/2020	\$373.00	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC.
589628	07/09/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
589629	07/09/2020	\$507.48	MACHINERY & EQUIPMENTS	67470	ADVANCED BATTERY SYSTEMS, INC.
589630	07/09/2020	\$19,610.19	SUPPLIES/TRAINING	13240	BANKCARD CENTER
589631	07/09/2020	\$798.00	REFUND	2952	GISSELLE BRAVO
589632	07/09/2020	\$189.31	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589633	07/09/2020	\$200,000.00	SETTLEMENTS AGREEMENT	52070	THOMAS CAMACHO
589634	07/09/2020	\$123.00	REFUND	2662	CHERYL GAUTHIER
589635	07/09/2020	\$44,318.12	INSURANCE PREMIUMS	4110	DELTA DENTAL OF CALIFORNIA
589636	07/09/2020	\$201,493.78	TAYLOR RANCH GREENSPACE	2815	GREEN GIANT LANDSCAPE INC.
589637	07/09/2020	\$190.00	REFUND	2953	FIDELIA H. MEDINA
589638	07/09/2020	\$600.00	REFUND	2957	LUCIA ROSAS
589639	07/09/2020	\$1,119.64	INSURANCE PREMIUMS	1990	STANDARD INSURANCE COMPANY
589640	07/09/2020	\$1,595.14	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
589641	07/09/2020	\$1,219.65	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
589642	07/13/2020	\$230.62	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
589643	07/16/2020	\$1,750.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589644	07/16/2020	\$1,752.98	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
589645	07/16/2020	\$123.48	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
589646	07/16/2020	\$322,912.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
589647	07/16/2020	\$402.73	REFUND	2965	AUDELO CONSTRUCTION SERVICES INC.
589648	07/16/2020	\$3,559.00	CONTRACT SERVICES	2678	CARPET ONE FLOOR & HOME
589649	07/16/2020	\$268.00	REFUND	2966	KEMPO HIRABAYASHI
589650	07/16/2020	\$140.00	REFUND	2964	FRANCISCO LOPEZ
589651	07/16/2020	\$190.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
589652	07/16/2020	\$47.33	SUPPLIES	74640	MISSION LINEN SUPPLY
589653	07/16/2020	\$486.11	REIMBURSEMENT SUPPLIES	33960	DAVID SOSNOWSKI
589654	07/16/2020	\$500.00	COST RECOVERY	2635	SPERTUS, LANDES & UMHOFFER LLP
589655	07/16/2020	\$4,384.56	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
589656	07/16/2020	\$153.30	FUEL	2186	ACEGAS LLC
589657	07/16/2020	\$708.00	CONTRACT SERVICES	17680	ALVARADOSMITH
589658	07/16/2020	\$135,409.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589659	07/16/2020	\$25.84	ADVERTISING/PRINTING SERVICES	24200	AAT, INC.
589660	07/16/2020	\$262.53	SUPPLIES	20350	ALLSTAR FIRE EQUIPMENT INC.
589661	07/16/2020	\$264.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
589662	07/16/2020	\$13,777.00	CONTRACT SERVICES	2854	AUTOMATED GATE SERVICES, INC.
589663	07/16/2020	\$1,079.30	ELECTRIC SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
589664	07/16/2020	\$4,110.52	SUPPLIES	2676	BKM OFFICE FURNITURE
589665	07/16/2020	\$34.48	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589666	07/16/2020	\$1,107.91	SUPPLIES	1294	CINTAS CORPORATION NO. 2
589667	07/16/2020	\$1,152.49	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
589668	07/16/2020	\$395.00	BUILDING IMPROVEMENTS	2915	TED W. PAGE ENTERPRISES, INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589669	07/16/2020	\$1,757.83	TRAINING	26080	L. N. CURTIS & SONS
589670	07/16/2020	\$6,794.65	CONTRACT SERVICES	2582	DAILY ALJIAN, LLP
589671	07/16/2020	\$1,989.50	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589672	07/16/2020	\$235.19	BUILDING IMPROVEMENTS	40920	DIAMOND ENVIRONMENTAL SERVICES
589673	07/16/2020	\$100.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
589674	07/16/2020	\$250.80	GENERAL	76360	DIVISION OF THE STATE ARCHITECT
589675	07/16/2020	\$120.45	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO.
589676	07/16/2020	\$3,113.25	CONTRACT SERVICES	371	FLO-SERVICES, INC.
589677	07/16/2020	\$12,000.00	CONTRACT SERVICES	2784	PHILLIP GALLEGOS
589678	07/16/2020	\$582,801.25	CONTRACT SERVICES	57890	GENTRY BROTHERS, INC
589679	07/16/2020	\$707.10	CONTRACT SERVICES	9470	GRAINGER, INC.
589680	07/16/2020	\$871.18	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
589681	07/16/2020	\$1,834.26	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
589682	07/16/2020	\$48,256.65	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR, INC.
589683	07/16/2020	\$2,384.56	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
589684	07/16/2020	\$225.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
589685	07/16/2020	\$3,588.13	SUPPLIES	2788	JON-DON LLC
589686	07/16/2020	\$782.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
589687	07/16/2020	\$4,232.56	SUPPLIES	26670	LIFE-ASSIST, INC.
589688	07/16/2020	\$5,712.00	CONTRACT SERVICES	11070	LPM CONSULTING, INC.
589689	07/16/2020	\$5,060.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
589690	07/16/2020	\$12,749.84	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
589691	07/16/2020	\$10,850.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.
589692	07/16/2020	\$57.71	CONTRACT SERVICES	386	NET TRANSCRIPTS INC.
589693	07/16/2020	\$304.19	SUPPLIES	15620	OFFICE DEPOT



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589694	07/16/2020	\$200.00	PERMITS AND FEES	532	MARCO A. PENUELAS-SOLIS
589695	07/16/2020	\$35.00	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589696	07/16/2020	\$437.66	VEHICLE MAINTENANCE/EXPENSES	34850	PVP COMMUNICATIONS INC.
589697	07/16/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
589698	07/16/2020	\$290,365.90	CONTRACT SERVICES	20770	SEQUEL CONTRACTORS. INC.
589699	07/16/2020	\$10,960.61	CONTRACT SERVICES	2361	SIEMENS MOBILITY
589700	07/16/2020	\$8,350.00	CONTRACT SERVICES	385	DANIEL SIFUENTES
589701	07/16/2020	\$6,000.00	CONTRACT SERVICES	2721	MARIO SOTO
589702	07/16/2020	\$3,716.93	CONTRACT SERVICES	2893	SUNBELT RENTALS, INC.
589703	07/16/2020	\$282.30	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
589704	07/16/2020	\$740.57	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
589705	07/16/2020	\$214.54	EDUCATION REIMBURSEMENT	2962	SARAI VILLALOBOS
589706	07/16/2020	\$3,259.45	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
589707	07/16/2020	\$1,195.20	CONTRACT SERVICES	73370	ADJ CORPORATION
589708	07/16/2020	\$223.19	SUPPLIES	2905	ZUTRA WATER
589709	07/16/2020	\$217.95	UTILITY SERVICES	39550	AT&T
589710	07/16/2020	\$4,174.83	UTILITY SERVICES	39550	AT&T
589711	07/16/2020	\$42.36	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
589712	07/16/2020	\$1,038.77	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589713	07/16/2020	\$84,188.67	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589714	07/16/2020	\$16,672.46	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
589715	07/16/2020	\$892.71	UTILITY SERVICES	23610	VERIZON WIRELESS
589716	07/16/2020	\$40.00	CARPOOL INCENTIVE	738	ROBERT AMAYA
589717	07/16/2020	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
589718	07/16/2020	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589719	07/16/2020	\$20.00	CARPOOL INCENTIVE	65410	MAGGALI CORREA
589720	07/16/2020	\$70.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
589721	07/16/2020	\$70.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
589722	07/16/2020	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
589723	07/16/2020	\$120.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
589724	07/16/2020	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
589725	07/16/2020	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
589726	07/16/2020	\$40.00	CARPOOL INCENTIVE	532	MARCO A. PENUELAS-SOLIS
589727	07/16/2020	\$70.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
589728	07/16/2020	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
589729	07/16/2020	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
589730	07/16/2020	\$80.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
589731	07/16/2020	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
589732	07/16/2020	\$217.95	UTILITY SERVICES	39550	AT&T
589733	07/16/2020	\$78.73	UTILITY SERVICES	39550	AT&T
589734	07/16/2020	\$14,663.32	FUEL	45630	SOUTHERN CALIFORNIA EDISON
589735	07/20/2020	\$214.54	EDUCATION REIMBURSEMENT	2962	SARAI VILLALOBOS
589736	07/23/2020	\$2,513.74	SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
589737	07/23/2020	\$3,579.32	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589738	07/23/2020	\$366.84	TRAINING	2975	ISELA CASILLAS
589739	07/23/2020	\$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589740	07/23/2020	\$98.05	SUPPLIES	2889	COMLOCK SECURITY GROUP, INC.
589741	07/23/2020	\$306.00	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
589742	07/23/2020	\$480.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589743	07/23/2020	\$110.00	PARKS AND RECREATION	2411	FANNY ALEJANDRA GARCIA



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589744	07/23/2020	\$176.38	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
589745	07/23/2020	\$1,623.00	BUILDING IMPROVEMENTS	2728	H & V CUSTOM OFFICE CUBICLES CORP.
589746	07/23/2020	\$925.86	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
589747	07/23/2020	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
589748	07/23/2020	\$4,440.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
589749	07/23/2020	\$1,000.00	DUES & SUBSCRIPTIONS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
589750	07/23/2020	\$296.00	SUPPLIES	2931	M-VISION GRAPHICS INC.
589751	07/23/2020	\$720.00	GENERAL GOVERNMENT	2969	SOPHIA MARTINEZ
589752	07/23/2020	\$42.09	SUPPLIES	74640	MISSION LINEN SUPPLY
589753	07/23/2020	\$466.32	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
589754	07/23/2020	\$1,536.81	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.
589755	07/23/2020	\$59,600.96	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589756	07/23/2020	\$160.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
589757	07/23/2020	\$108.61	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589758	07/23/2020	\$183.46	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
589759	07/23/2020	\$862.10	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP.
589760	07/23/2020	\$120.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
589761	07/23/2020	\$196.25	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
589762	07/23/2020	\$1,200.00	PARKS AND RECREATION	2968	ZULEMA VELASQUEZ
589763	07/23/2020	\$2,165.92	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
589764	07/23/2020	\$128,492.25	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589765	07/23/2020	\$379.42	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589766	07/23/2020	\$977.17	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
589767	07/23/2020	\$110.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
589768	07/23/2020	\$49.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589769	07/23/2020	\$464.48	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
589770	07/23/2020	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
589771	07/23/2020	\$11,266.60	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
589772	07/23/2020	\$245.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589773	07/23/2020	\$226.40	ADVERTISING/PRINTING SERVICES	33310	GWS INTERNATIONAL, INC.
589774	07/23/2020	\$55,544.94	BUILDING IMPROVEMENTS	2822	FMI OFFICE SPACE DEVELOPMENT LLC
589775	07/23/2020	\$2,058.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES
589776	07/23/2020	\$435.47	SUPPLIES	55650	GALLS, LLC
589777	07/23/2020	\$88.05	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
589778	07/23/2020	\$3,414.36	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
589779	07/23/2020	\$120.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
589780	07/23/2020	\$2,210.21	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
589781	07/23/2020	\$6,435.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
589782	07/23/2020	\$3,733.54	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
589783	07/23/2020	\$597.18	CONTRACT SERVICES	790	CITY OF MONTEBELLO PETTY CASH
589784	07/23/2020	\$179,192.98	RADIO SERVICE	23460	MOTOROLA SOLUTIONS, INC.
589785	07/23/2020	\$309.99	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
589786	07/23/2020	\$3,183.84	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589787	07/23/2020	\$225.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
589788	07/23/2020	\$76.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
589789	07/23/2020	\$122.04	SUPPLIES	15620	OFFICE DEPOT
589790	07/23/2020	\$425.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
589791	07/23/2020	\$970.00	TRAINING	532	MARCO A. PENUELAS-SOLIS
589792	07/23/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589793	07/23/2020	\$65.65	SUPPLIES	52940	S & A ENGINE, INC.



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589794	07/23/2020	\$397.65	CONTRACT SERVICES	42210	SAFETY-KLEEN SYSTEMS, INC.
589795	07/23/2020	\$855.43	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP.
589796	07/23/2020	\$175.61	FUEL INVENTORY	1059	AMBER RESOURCES LLC
589797	07/23/2020	\$185.22	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO.
589798	07/23/2020	\$946.17	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
589799	07/23/2020	\$1,145.00	CONTRACT SERVICES	2786	UL VERIFICATION SERVICES INC.
589800	07/23/2020	\$10,404.07	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
589801	07/23/2020	\$4,143.92	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
589802	07/23/2020	\$3,254.50	PERMITS AND FEES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
589803	07/23/2020	\$2,706.84	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER CORPORATION
589804	07/23/2020	\$506.41	UTILITY SERVICES	38380	AT&T
589805	07/23/2020	\$3,115.88	UTILITY SERVICES	39550	AT&T
589806	07/23/2020	\$108.87	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589807	07/23/2020	\$1,580.92	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589808	07/23/2020	\$50.87	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589809	07/23/2020	\$1,584.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589810	07/23/2020	\$1,790.02	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589811	07/23/2020	\$163.89	UTILITY SERVICES	39550	AT&T
589812	07/23/2020	\$2,666.62	UTILITY SERVICES	39550	AT&T
589813	07/23/2020	\$1,584.67	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589814	07/23/2020	\$1,780.16	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589815	07/23/2020	\$12.12	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589816	07/23/2020	\$1,584.90	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589817	07/23/2020	\$1,790.02	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589818	07/30/2020	\$553.36	UTILITY SERVICES	38380	AT&T



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589819	07/30/2020	\$167.99	UTILITY SERVICES	39550	AT&T
589820	07/30/2020	\$1,944.81	UTILITY SERVICES	39550	AT&T
589821	07/30/2020	\$4,310.70	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589822	07/30/2020	\$2,070.79	UTILITY SERVICES	526	T-MOBILE USA, INC.
589823	07/30/2020	\$3,937.22	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
589824	07/30/2020	\$54,184.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589825	07/30/2020	\$57,263.31	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
589826	07/30/2020	\$2,148.21	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
589827	07/30/2020	\$1,608.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
589828	07/30/2020	\$372.61	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
589829	07/30/2020	\$884.78	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
589830	07/30/2020	\$38,940.51	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
589831	07/30/2020	\$7,120.00	CONTRACT SERVICES	2956	GLADWELL GOVERNMENTAL SERVICES, INC.
589832	07/30/2020	\$182.00	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
589833	07/30/2020	\$843.75	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
589834	07/30/2020	\$210.00	DUES & SUBSCRIPTIONS	45210	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS
589835	07/30/2020	\$206.66	SUPPLIES	27480	R & M HANSEN ENT. INC.
589836	07/30/2020	\$2,346.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
589837	07/30/2020	\$129.56	SUPPLIES	26670	LIFE-ASSIST, INC.
589838	07/30/2020	\$1,500.00	EDUCATION REIMBURSEMENT	2978	KIANA LOUIE
589839	07/30/2020	\$10,000.00	CONTRACT SERVICES	2945	MERCURY
589840	07/30/2020	\$299.00	MISCELLANEOUS REVENUE	2958	RACHEL YVONNE HOSKINS/MP LANGUAGE SOLUTIONS
589841	07/30/2020	\$280,310.52	CONTRACT SERVICES	2955	ONYX PAVING COMPANY INC.
589842	07/30/2020	\$12,011.41	SUPPLIES	2934	PT EVENTS INC.
589843	07/30/2020	\$22,000.00	CONTRACT SERVICES	2906	PATRICK H. WEST



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589844	07/30/2020	\$5,850.00	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
589845	07/30/2020	\$1,575.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
589846	07/30/2020	\$300.45	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
589847	07/30/2020	\$101.42	SUPPLIES	345	SCHWAAB, INC.
589848	07/30/2020	\$250.00	INSTALLATION SERVICE	2976	JEREMY P. SOMMERS/SOMMERS CONSTRUCTION SERVICES
589849	07/30/2020	\$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
589850	07/30/2020	\$2,875.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
589851	07/30/2020	\$23,865.00	CONTRACT SERVICES	49910	TRANSTRACK SYSTEMS, LLC
589852	07/30/2020	\$2,210.24	CONTRACT SERVICES	237	DEPARTMENT OF THE TREASURY
589853	07/30/2020	\$9,004.00	CONTRACT SERVICES	2786	UL VERIFICATION SERVICES INC.
589854	07/30/2020	\$37.06	UTILITY SERVICES	36610	CITY OF PICO RIVERA
589855	07/30/2020	\$362.50	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589856	07/30/2020	\$2,070.79	UTILITY SERVICES	526	T-MOBILE USA, INC.
589857	07/30/2020	\$6,867.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
589858	07/30/2020	\$4,285.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
589859	07/30/2020	\$9,284.00	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
589860	07/30/2020	\$776,089.51	INSURANCE	42330	ALLIANT INSURANCE SERVICES, INC.
589861	07/30/2020	\$5,319.55	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589862	07/30/2020	\$166.72	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
589863	07/30/2020	\$250.76	SUPPLIES	159	BOUND TREE MEDICAL, LLC.
589864	07/30/2020	\$257.50	PERMITS AND FEES	5980	STATE OF CALIFORNIA
589865	07/30/2020	\$788.40	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
589866	07/30/2020	\$122,583.00	INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
589867	07/30/2020	\$1,351,923.00	INSURANCE	10730	CSAC EXCESS INSURANCE AUTHORITY
589868	07/30/2020	\$390.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589869	07/30/2020	\$259.13	SUPPLIES	805	EMPIRE CHEMICAL CO, INC.
589870	07/30/2020	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
589871	07/30/2020	\$26,100.00	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
589872	07/30/2020	\$15,000.00	DUES & SUBSCRIPTIONS	1447	GATEWAY WATER MANAGEMENT AUTHORITY
589873	07/30/2020	\$1,907.93	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
589874	07/30/2020	\$865.20	MACHINERY & EQUIPMENTS	39380	LAWRENCE ROLL-UP DOORS, INC
589875	07/30/2020	\$1,642.50	SUPPLIES	2933	LIVE-IN ARTS, INC.
589876	07/30/2020	\$362.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
589877	07/30/2020	\$153.42	TRAVEL & MEETINGS	2978	KIANA LOUIE
589878	07/30/2020	\$87.21	TRAVEL & MEETINGS	8720	SCOTT MORTON
589879	07/30/2020	\$3,019.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.
589880	07/30/2020	\$475.00	DUES & SUBSCRIPTIONS	21420	MUNICIPAL CODE CORPORATION
589881	07/30/2020	\$1,278.46	SUPPLIES	15620	OFFICE DEPOT
589882	07/30/2020	\$1,965.00	CONTRACT SERVICES	2977	BRIAN KEITH FISHER/ONE STOP TINT SHOP
589883	07/30/2020	\$498.95	MACHINERY & EQUIPMENTS	43	RELIABLE MONITORING SERVICES
589884	07/30/2020	\$775.06	ADVERTISING/PRINTING SERVICES	317	ROAD AMERICA, INC.
589885	07/30/2020	\$150.00	REFUND	2971	TANIA SANCHEZ
589886	07/30/2020	\$365.04	SUPPLIES	43230	SIRCHIE ACQUISITION COMPANY, LLC
589887	07/30/2020	\$15,472.66	INSURANCE PREMIUMS	25850	STANDARD INSURANCE COMPANY
589888	07/30/2020	\$393.15	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY, LLC
589889	07/30/2020	\$19,090.37	SUPPLIES	2905	ZUTRA WATER
589890	08/03/2020	\$250.00	REFUND	2742	ADRIANNA MARIE VILLA
Subtotal		\$8,774,441.73			



City of Montebello

Register of Demands No. 1494

From Payment Date: 6/24/20 - To Payment Date: 08/03/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1018	07/09/2020	\$24,500.00	CONTRACT SERVICES	2898	SINAI CONSTRUCTION
1019	07/21/2020	\$1,400.00	CONTRACT SERVICES	2898	SINAI CONSTRUCTION
1020	06/29/2020	\$16,500.00	CONTRACT SERVICES	2898	SINAI CONSTRUCTION
Subtotal		\$42,400.00			
Total		<u>\$8,816,841.73</u>			

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

**MAY 27, 2020
WEDNESDAY
5:30 P.M.**

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

OPENING CEREMONIES

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:35 p.m. to discuss the following matters. Mayor Melendez reconvened the meeting at the hour of 6:50 p.m.

CLOSED SESSION – 5:30 P.M.

The City Attorney provided a briefing on the item listed for Closed Session as follows. All Councilmembers were present for Closed Session.

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 1345 North Montebello Blvd.

Agency Negotiator: Rene Bobadilla

Negotiating Parties: M & M Realty

Under negotiation: Price and Terms

This item was discussed. No action taken, nothing further to report.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: Various transit property locations and routes

Agency Negotiator: Rene Bobadilla

Negotiating Parties: City of Artesia

Under negotiation: Terms and price

This item was discussed, no action taken, nothing further to report.

6a. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

A briefing was provided to Councilmembers, no action taken, nothing further to report.

6b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 701 W. Whittier Blvd.

Agency Negotiator: Rene Bobadilla

Negotiating Parties: Tableside Partners

Under Negotiation: Price and Terms

Briefing provided. No action taken. Nothing to report.

6c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Ornelas v. City of Montebello

Councilmembers received a briefing. No action taken. Nothing further to report.

REGULAR SESSION - 6:30 P.M.

7. INVOCATION City Clerk Barajas

PLEDGE OF ALLEGIANCE City Treasurer Gutierrez

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Mr. Bobadilla stated the sale of the bond went well. One financial firm bought the whole bond.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

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

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

Maggie Mata asked why there weren't any decorations for Memorial Day. Ms. Mata also asked about permit parking for 10th Street, and asked for arrows on walking path at City Park.

12. APPROVAL OF AGENDA: Councilmember Torres moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 13, 14, 15 and 16. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

13. PUBLIC HEARING: RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET

The public hearing opened at the hour of 7:05 p.m. There being no public testimony, the Public Hearing at the hour of 7:05 p.m.

Public Works Director Enriquez gave a brief staff report regarding the item.

Councilmember Hadjinian spoke about the deferred maintenance and reminded all that the City is not selling the water rights.

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

- 1) Conduct a public hearing to consider the sale of the City of Montebello Water System(s) and related assets (the “Water System”);
- 2) By a four-fifths vote, adopt Resolution No. 20-39 finding that all requirements pursuant to Government Code Section 37420.5 for the Sale of the Water System have been met; and
- 3) Direct the City Manager to execute all necessary documents and take such additional action as required to complete the sale of the Water System to the San Gabriel Valley Water Company.

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

14. PUBLIC HEARING: APPROVE AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

The Public Hearing opened at the hour of 7:18 p.m. There being no public testimony, the Public Hearing closed at the hour of 7:18 p.m.

City Manager Bobadilla gave a brief summary regarding this item.

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

- 1) Conduct a Public Hearing and consider approving an Energy Savings Performance Contract (ESPC) with ABM Building Solutions LLC (ABM) for the construction of energy conservation measures; and
- 2) Adopt Resolution No. 20-40 approving certain findings for energy related improvements to City facilities; and
- 3) Authorize the City Manager to execute an agreement on behalf of the City.

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

15. PUBLIC HEARING: APPROVE LEASE FINANCING AGREEMENT TO FUND ENERGY CONSERVATION PROJECTS

The Public Hearing opened at the hour of 7:37 p.m. There being no public testimony, the Public Hearing closed at the hour of 7:37 p.m.

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

- 1) Conduct a public hearing to consider adopting Resolution No. 20-41 approving a lease financing agreement with Prime Capital, Inc. to finance energy conservation projects at various City facilities; and
- 2) Authorize the City Manager to execute Agreement No. 3776 on behalf of the City.

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

CONSENT MATTERS

16. PROFESSIONAL SERVICES AGREEMENT WITH RANGWALA ASSOCIATES FOR THE PREPARATION OF THE CITY’S COMPREHENSIVE GENERAL PLAN UPDATE AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY

Councilmember Torres thanked staff for bringing this item to fruition.

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

- 1) Approve a Professional Services Agreement with Rangwala Associates for the preparation of the General Plan Update in substantially the same form as attached;
- 2) Authorize the City Manager to execute Professional Services Agreement No. 3777 with Rangwala Associates and related ancillary documents on behalf of the City; and
- 3) Take such additional and/or related action that may be desirable.

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

17. WATER RIGHTS LICENSE AND AGREEMENT WITH MONTEBELLO LAND AND WATER COMPANY

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

- 1) Approve a Water Rights License and Agreement No. 3778 with Montebello Land and Water Company for the lease of 400 acre-feet of the City of Montebello's Fiscal Year 2019-20 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$48,000; and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City.

Motion carried unanimously.

18. SEVENTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY

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

- 1) Approve the Seventh Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water Company (Agreement No. 2883); and
- 2) Authorize the City Manager to execute the Amendment on behalf of the City.

Motion carried unanimously.

19. FISCAL YEAR 2020-21 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

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

- 1) Review and adopt the Resolution No.20-42 establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2020-21; and

- 2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

Motion carried unanimously.

20. ADOPTION OF ORDINANCE ESTABLISHING THE HOUSING OPPORTUNITY OVERLAY ZONE PURSUANT TO ZONE CODE AMENDMENT ("ZCA") NO. 01-20

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

- 1) Waive second reading and adopt Ordinance No. 2423 (ZCA No. 01-20) establishing the Housing Opportunity Overlay Zone in connection with the Housing Element Update (2016-2021); and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

21. SECOND READING OF AN ORDINANCE ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODES TO THE MONTEBELLO MUNICIPAL CODE

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

- 1) Waive second reading and adopt an Ordinance No. 2424 adopting by reference the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code, 2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and
- 2) Concurrently make certain findings in support of specific additions, deletions and/or amendments to the proposed ordinance; and
- 3) Take such additional, related, action that may be desirable.

22. FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS

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

- 1) Approve, in substantially the form as presented, two (2) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement Nos. 11-19, 26-19, and 28-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
- 2) Condition the approval of each of the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than July 13, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the

applicants additional time if necessary in light of the current COVID-19 logistical limitations; and

- 3) Adopt findings contained herein exempting the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
- 4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

Motion carried unanimously.

23. AMENDMENT TO SEAACA JOINT POWERS AGREEMENT

Councilmember Torres moved, seconded by Councilmember Hadjinian hat the City Council:

Approve a Second Amendment to the Southeast Area Animal Control Agency (SEAACA) Joint Powers Agreement (JPA) No. 3779 extending membership to June 30, 2035.

Motion carried unanimously.

24. APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

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

It is recommended that the City Council approve a change order, in the amount of \$200,000, to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

Motion carried unanimously.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 27, 2020

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

Adopt Resolution No. 20-43 approving the Warrant Register dated May 27, 20.

Motion carried unanimously.

26. APPROVAL OF MINUTES: MARCH 18, 19, 25, APRIL 3, 8, 15, AND MAY 8, 2020

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

Approve minutes as written.

Motion carried unanimously.

27. ORAL COMMUNICATIONS - CONTINUED

28. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:45 p.m.

Approval of minutes: Upon motion carried unanimously, the minutes of May 27, 2020 were approved as written on August 12, 2020.

IRMA BARAJAS, City Clerk

MINUTES

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:44 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:55 p.m.

CLOSED SESSION – 5:30 P.M.

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

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
D. France v. Montebello WCAM case No. ADJ11858440, ADJ11858441

Direction was provided to Special Counsel. No final action, nothing further to report.

5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager

Direction was provided to the City Attorney to prepare the required Amendment. No action taken. The Amendment will be brought back to the next City Council Meeting.

6. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

The City Councilmember received a briefing. No action taken. No reportable action.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to add the following item. Motion carried unanimously.

6a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
County of Los Angeles

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

REGULAR SESSION - 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

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

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

None.

12. APPROVAL OF AGENDA: Councilmember Torres moved, seconded by Councilmember Hadjinian that all items be approved in a single motion with the exception of Item Nos. 13 and 14. Such approval will also waive the reading of any ordinance. Motion carried unanimously on a 5-0 roll call vote.

SCHEDULED MATTERS

13. PUBLIC HEARING: APPROVE THE ISSUANCE OF REVENUE BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6586.5

Mayor Melendez opened the Public Hearing at the hour of 7:07 p.m. There being no public testimony, Mayor Melendez close the Public Hearing at the hour of 7:07 p.m.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council approve Resolution No. 20-44:

- 1) Rescind Resolution No. 19-01 to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately \$81,470,000 for the Beverly Oncology & Imaging Centers Medical Group, Inc., a California Corporation;
- 2) Approve and make the Finding of Significant Public Benefit for the Issuance and sale of Revenue Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California Medical Professional Corporation pursuant to California Government Code Section 6586.5.

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

REGULAR BUSINESS

14. FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

Director Solorza gave a summary of the proposed budget.

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

Receive and file the Fiscal Year 2020-21 Proposed Budget Overview Presentation and direct staff accordingly.

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

CONSENT MATTERS

15. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

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

- 1) Authorize the City Manager to enter into Interoperable Radio System Subscriber Agreement and Land Lease Agreement No. 3787 with the City of Huntington Park, and;
- 2) Approve Land Lease Agreement No. 3788 between the City of Montebello and the City of Huntington Park for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard.

Motion carried unanimously.

16. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

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

- 1) Authorize the City Manager to enter into Interoperable Radio System Subscriber Agreement 3789 and Land Lease Agreement with the City of South Gate, and;
- 2) Approve a Land Lease Agreement 3790 between the City of Montebello and the City of South Gate for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;

Motion carried unanimously.

17. ADOPTION OF RESOLUTIONS FOR THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION – NOVEMBER 3, 2020

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

1. Approve Resolution No. 20-45 calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;
2. Approve Resolution No. 20-46 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2020;
3. Approve Resolution No. 20-47 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code;
4. Approve Resolution No. 20-48 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2020; and
5. Approve Resolution No. 20-49 providing for a procedure for determining by lot a tie among candidates at the November 3, 2020 General Municipal Election in accordance with Elections Code Section 15651.

Motion carried unanimously.

18. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 10, 2020

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

Adopt the Resolution No. 20-50 approving the Warrant Register dated June 10, 2020.

Motion carried unanimously.

19. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

20. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

21. MAYOR PRO TEM COBOS-CAWTHORNE

Mayor Pro Tem Cobos-Cawthorne welcomed back Director Razo from duty with the National Guard during the recent protests.

COUNCILMEMBER TORRES

- a. George Floyd, peaceful protests, and criminal threats
Councilmember Torres spoke about the recent peaceful protests in Montebello and other cities.
- b. Position and commitments re public safety policy
Councilmember Torres spoke about the Police Department's Use of Force Policy, and commended the Police Department to restrict the use of the Carotid Restraint.
- c. Census 2020 update
Councilmember Torres encouraged residents complete their census forms.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:35 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 10, 2020, were approved as written on August 12, 2020.

IRMA BARAJAS, City Clerk

MINUTES

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez
2. **ROLL CALL:** Deputy City Clerk Guzman
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez (via
Teleconference), Torres (via Teleconference), Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
(via Teleconference)
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman (via
Teleconference)

Mayor Melendez recessed the meeting into Closed Session at the hour of 11:07 p.m. to discuss the following items. At the hour of 12:44, Mayor Melendez reconvened the Meeting. The City Attorney provided a report.

CLOSED SESSION

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

All Councilmembers were present, and gave direction to the Agency's Negotiator, City Manager Bobadilla. No final action.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 11:45 a.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 14, 2020, were approved as written on August 12, 2020.

IRMA BARAJAS, City Clerk

MINUTES

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:36 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:37 p.m.

CLOSED SESSION – 5:30 P.M.

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

4. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Government Code section 54957

A briefing was provided to Councilmembers, no action taken, nothing further to report.

5. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

A briefing was provided to Councilmembers, no action taken, nothing further to report.

REGULAR SESSION - 6:30 P.M.

6. **INVOCATION**

PLEDGE OF ALLEGIANCE

PRESENTATION: PARKS AND RECREATION MONTH PROCLAMATION

7. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

None.

8. **CORRECTIONS TO THE AGENDA – CITY MANAGER**

None.

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

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

11. APPROVAL OF AGENDA: Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 12, 13, 14, 15 and any item upon which a member of the public or City Council has requested to speak upon. Item No. 30 was moved to Regular Business. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

12. PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES RATE ADJUSTMENT

Mayor Melendez opened the Public Hearing at the hour of 7:00 p.m.

Raul Hurtado spoke about the rate adjustment for solid waste collection and asked for clarification as to the current rate.

Mayor Melendez closed the Public Hearing at the hour of 7:05 p.m.

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

- (1) Conduct a Public Hearing and approve Resolution No. 20-51 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2020/2021.
- (2) Direct staff to forward the Resolution, if approved to the Los Angeles County Auditor Controller to place the revised charges on the City's property tax rolls.

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

13. PUBLIC HEARING: APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS UTILIZATION

Mayor Melendez opened the Public Hearing at the hour of 7:10 p.m. There being no public testimony, Mayor Melendez closed the Public Hearing at the hour of 7:10 p.m.

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

- 1) Allow the public an opportunity to comment on the Police Department's proposed 2019 JAG Action Plan; and
- 2) Review and Approve the 2019 Action Plan proposed activities and funding; and
- 3) Amend the Fiscal Year 2019-20 budget and increase appropriations by \$13,468 in a grant account in Fund 240 (JAG).

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

14. PUBLIC HEARING: APPROVAL OF U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA), CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

Mayor Melendez opened the Public Hearing at the hour of 7:12 p.m. There being no public testimony, Mayor Melendez closed the Public Hearing at the hour of 7:12 p.m.

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

- 1) Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$43,393; and
- 2) Amend the Fiscal Year 2019-20 budget and increase appropriations by \$43,393 in a grant account in Fund 265 (Grants).

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

REGULAR BUSINESS

15. FISCAL YEAR 2020-21 BUDGET ADOPTION

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

- 1) Approve Resolution No. 20-52 adopting the Fiscal Year 2020-21 operating and capital budgets for all funds;
- 2) Approve Resolution No. 20-53 adopting the compensation plan and table of organization for Fiscal Year 2020-21;
- 3) Approve Resolution No. 20-54 establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit).

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

CONSENT MATTERS

16. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO ESTABLISH GUIDELINES AND PROTOCOLS FOR TEMPORARY OUTDOOR DINING PERMITS FOR EATING ESTABLISHMENTS IMPACTED BY THE COVID-19 PANDEMIC

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

Approve Resolution No. 20-55 authorizing the City Manager to Establish and Approve Temporary Outdoor Dining Permit Guidelines for Eating Establishments within the City of Montebello.

Motion carried unanimously.

17. ADOPT RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AND RECEIPT OF LOCAL EARLY ACTION PLANNING GRANTS PROGRAM ("LEAP").

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

- 1) Adopt Resolution No. 20-56 authorizing an application for three hundred thousand dollars and 00/100 (\$300,000) under the Local Early Action Planning Grants Program from the California Department of Housing and Community Development; and
- 2) Authorize the City Manager to execute the City's Local Early Action Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City; and
- 3) Authorize the City Manager to accept and enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Local Early Action Planning Grants Program grant.

Motion carried unanimously.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3356 WITH SEBASTIAN WATERWORKS TO PERFORM EMERGENCY SEWER REPAIRS AT 1305 SOLANA CIRCLE AND 129 SOUTH 5TH STREET

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

- 1) Approve Amendment No. 1 to Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) increasing the Fiscal Year 2019-20 contract amount by \$130,000.

Motion carried unanimously.

19. SEWER SYSTEM REGULATORY COMPLIANCE ASSESSMENT BY LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

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

- 1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works in an amount not-to-exceed \$100,000 for sewer system regulatory compliance assessment services.

Motion carried unanimously.

20. AUTHORIZATION TO ENTER INTO A SOLE SOURCE AGREEMENT WITH MOTOROLA SOLUTIONS TO PROVIDE RADIO INFRASTRUCTURE AND RELATED COMMUNICATIONS SERVICES

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

- 1) Authorize the City Manager to enter into sole source Agreement No. 3792 with Motorola Solutions to provide radio infrastructure and related communications services for an annual amount of \$179,193 , and;
- 2) Authorize the total contract expenditures total not-to-exceed \$200,000 to account for additional radio repair and incidental repair services not covered in the sole source agreement scope of work.

Motion carried unanimously.

21. APPROVE A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS

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

- 1) Approve Resolution No. 20-57 authorizing the filing of an application for the City of Montebello to receive Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds.

Motion carried unanimously.

22. ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE DOCUMENTS NECESSARY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR PROGRAM

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

- 1) Adopt Resolution No. 20-58 authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.

Motion carried unanimously.

23. AWARD A CONTRACT TO POWER MANUFACTURING INC. FOR BUS OPERATOR DOOR BARRIERS

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

- 1) Award a contract to Power Manufacturing Inc. for Bus Operator Door Barriers for a total project cost not-to-exceed \$56,100; and
- 2) Authorize the City Manager to execute a contract, Agreement No. 3793, on behalf of the City.

Motion carried unanimously.

24. RESOLUTION APPROVING APPLICATION SUBMITTALS TO THE CALIFORNIA NATURAL RESOURCES AGENCY – URBAN GREENING PROGRAM

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

Approve Resolution No. 20-58A approving application submittals to the California Natural Resources Agency (CNRA) – Urban Greening Program.

Motion carried unanimously.

25. REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE LANDSCAPE MAINTENANCE

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

Authorize staff to issue a Request for Proposals (RFP) Citywide Landscape Maintenance.

Motion carried unanimously.

26. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR MAINTENANCE OF THE MONTEBELLO GOLF COURSE AND RANGE

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

Authorize staff to issue a Request for Proposals (RFP) for Maintenance of the Montebello Golf Course and Range.

Motion carried unanimously.

27. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ COMPANY TO PERFORM AUDIT AND RELATED WORK

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

Authorize the City Manager to approve the first amendment to the professional services agreement with Vasquez & Company to provide audit and related work for Fiscal Year 2019-20, as allowed per Agreement No. 3289 between the City of Montebello and Vasquez & Company.

Motion carried unanimously.

28. ADOPTION OF GENERAL FUND RESERVE POLICIES

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

Approve Resolution No. 20-59 adopting comprehensive General Fund reserve policies in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54.

Motion carried unanimously.

29. STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND PROGRESS REPORT, JUNE 2020

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

Receive and file the State Audit Corrective Action Plan Quarterly Update and Progress Report.

Motion carried unanimously.

30. QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2020

Councilmember Jimenez moved, seconded by Councilmember Hadjinian to move this item to Regular Business and that the City Council:

Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2020.

Motion carried unanimously.

31. CONSIDERATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND RENÉ BOBADILLA AS CITY MANAGER FOR THE CITY OF MONTEBELLO

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

Review and approve the First Amendment to the Employment Agreement ("First Amendment") between René Bobadilla and the City.

Motion carried unanimously.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 24, 2020

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

Adopt the Resolution No. 20-60 approving the Warrant Register dated June 24, 2020.

Motion carried unanimously.

33. APPROVAL OF MINUTES: REGULAR SESSION OF MAY 13, 2020 AND SPECIAL SESSIONS OF MAY 22 AND JUNE 3, 2020.

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

Approve the minutes as written.

Motion carried unanimously.

34. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

None.

COUNCIL ORALS

35. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:51 p.m. in memory of Bill Walters, longtime resident and Community Leader, City Commissioner, and Lions Club Member, and in memory of Councilmember Hadjinian's Uncle George Seropian, longtime resident and city barber for 50 years.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 24, 2020, were approved as written on August 12, 2020.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.5.

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:10 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that this meeting is called as an Emergency meeting. Motion carried on a 5-0 roll call vote of the City Council.

- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
- 4. PUBLIC ORAL COMMUNICATIONS**

None.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez to discuss the following items in Closed Session pursuant to Government Code Section 54956.5. Motion carried on a 5-0 roll call vote of the City Council.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:12 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:15 p.m.

CLOSED SESSION

- 5. THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

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

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 6:16 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of July 1, 2020, were approved as written on August 12, 2020.

Irma Barajas, City Clerk